

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. 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: 868 254 781.

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

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

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

September 20, 2022 - 10:00 A.M.

(NOTE: The Inyo Board of Supervisors is scheduled to meet as the Board of Equalization at 8:30 a.m. Separate agenda attached.)

1. **PLEDGE OF ALLEGIANCE**
2. **PROCLAMATION - Supervisor Roeser** - Request Board approve a proclamation declaring September 23, 2022 California Indian Day in Inyo County.
3. **PUBLIC COMMENT** (Comments may be time-limited)
4. **COUNTY DEPARTMENT REPORTS**

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

5. **Clerk-Recorder** - Request Board approve Resolution No. 2022-34, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Registrar of Voters to Expand the Confidentiality of Voter Registration Information to Specified Public Safety Officials Pursuant to California Elections Code Section 2166.7," and authorize the Chairperson to sign.

6. **County Administrator - Risk Management** - Request Board approve Ordinance 1287, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Subsection (B) of Section 1.28.040 of the Inyo County Code, Pertaining to Delegation of Authority to Compromise or Settle Claims Against the County."
7. **Health & Human Services - Health/Prevention** - Request Board approve the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health (CDPH) for the California Woman, Infants, and Children (WIC) Contract, in an amount not to exceed \$1,342,437, for the period of October 1, 2022 through September 30, 2025, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign Standard Agreement No. 22-10253, Contract Exhibits, California Civil Rights Laws Attachment, and Contractor Certification Clauses.
8. **Health & Human Services - Health/Prevention** - Request Board approve the updated System Data Use and Disclosure Agreements between County of Inyo Health and Human Services, California Department of Public Health (CDPH), California Reportable Disease Information Exchange (CalREDIE), and California Connected COVID-19 Contact Tracing (CalCONNECT) for the purpose of the reporting compliance and receipt and use of information associated with monitoring reportable disease in compliance with the California Code of Regulations (CCR) Title 17 Section 2500, and authorize the HHS Director to sign.
9. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$300,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the HHS Director to sign Allocation Agreement CTCP-21-14 and Prospective Payment Invoices.
10. **Public Works** - Request Board approve Amendment No. 3 to the consulting agreement between the County of Inyo and Fountainhead of Anaheim, CA, increasing the contract by \$209,281.54 to an amount not to exceed \$671,039.51 and extending the expiration date from December 31, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **Public Works - Road Department** - Request Board approve road closures on Pa Ha Lane, Diaz Lane, Barlow Lane, and See Vee Lane, with detours between the hours of 7:00 a.m and 12:00 p.m. on September 23, 2022, for the purpose of the annual Bishop Paiute Tribe and Toiyabe Indian Health Project California Indian Day Parade/Run.

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

12. **County Administrator** - Request Board receive brief update from Ken Brown, executive director of Western Counties Alliance.
13. **Health & Human Services** - Request Board designate a Board of Supervisors member to the City of Bishop's temporary ad hoc Fire Advisory Committee.
14. **County Administrator - Emergency Services** - Request Board approve and authorize the Chairperson to sign Resolution No. 2022-25, proclaiming the existence of a Local Emergency and requesting the Governor proclaim a State of Emergency

as a result of severe and extensive flood damage in the South County and continuing monsoonal weather.

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

- 10:15 A.M.** 15. **County Administrator - Budget** - Request Board: A) collect public comment; and B) review and adopt the Fiscal Year 2022-2023 County Budget according to the schedule provided (see attached).

(If necessary, the Board of Supervisors will recess the Budget Hearing, to reconvene on a date or dates specific and noticed as required, prior to October 4, 2022, the 14-day deadline to complete the Budget Hearings.)

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

16. **PUBLIC COMMENT** (Comments may be time-limited)

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

17. **California Department of Alcoholic Beverage Control** - Request for a Premises to Premises Transfer of an On-Sale Beer and Wine License from Eric Scott Ronald of Las Vegas to Eric Scott Ronald, Steak and Beer, 860 Hot Springs Rd., Tecopa, CA 92389.

Agenda

County of Inyo Board of Equalization

Board of Supervisors Room
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September 20, 2022

- 8:30 A.M.**
1. **OATHS** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
 2. **STIPULATION AGREEMENTS** – Request Board consider the stipulation agreements for the following:
 - Assessment Appeal No. 2020-02, concerning Assessor Parcel No. 0412800700 and submitted by Xanterra Parks & Resorts; and
 - Assessment Appeal No. 2020-04, concerning Assessor Parcel No. 0412800200 and submitted by Xanterra Parks & Resorts
 3. **CONTINUED ASSESSMENT APPEAL HEARING** to consider Assessment Appeal Nos. 2020-02, 2020-03, 2020-04, 2020-05, 2020-20, and 2020-21, concerning Assessor Parcel Nos. 0412800700 and 0412800200, submitted by Xanterra Parks & Resorts, Inc.
 4. **ADJOURN**



**PROCLAMATION
OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA DECLARING SEPTEMBER 23, 2022
AS CALIFORNIA INDIAN DAY IN INYO COUNTY**



Whereas, California Indian Day is recognized by the State of California on the fourth Friday of September; and

Whereas, California Indian Day was first proposed in 1939 as Native American Day, when Governor Culbert Olson dedicated October 1st as “Indian Day;” and

Whereas, in 1968, California Tribal Leaders and Governor Ronald Reagan declared the fourth Friday of September as “California Indian Day.”

Now, therefore, be it proclaimed the Inyo County Board of Supervisors hereby declares September 23, 2022 as California Indian Day in Inyo County; and

Be it further proclaimed that the Inyo County Board of Supervisors also hereby recognizes the long-standing relationship with the Bishop Paiute Tribal community, the “Nüümü,” and in making this proclamation, hereby pays tribute and respect to the culture, diversity, innovation, and resiliency that has existed among the “Nüümü;” and

Be it further proclaimed still, that the Inyo County Board of Supervisors also hereby recognizes the long-standing cultural Pabanamina Pow-Wow and Tabawano Tei- Nüümü” (Our People’s Day) Parade and this year’s parade theme “Strong Together.”

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

Chairperson

By: _____
Assistant Clerk of the Board



County of Inyo



Clerk-Recorder

CONSENT - ACTION REQUIRED

MEETING: September 20, 2022

FROM: Danielle Sexton

SUBJECT: Authorization to Grant Certain Public Safety Officials Confidential Voter Status

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-34, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Registrar of Voters to Expand the Confidentiality of Voter Registration Information to Specified Public Safety Officials Pursuant to California Elections Code Section 2166.7," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Under Elections Code § 2166.7 (f) a Board of Supervisors may authorize the Registrar of Voters to make confidential the residence address, telephone number and e-mail address appearing on the affidavit of voter registration of certain public safety officials such as peace officers, judges, and government attorneys primarily practicing criminal law. The Registrar of Voters is requesting such authority in order to make this option available to eligible officials.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Elections Code ("EC") § 2166.7 (see Attachment A) effective January 1, 2007 allows Boards of Supervisors to authorize the Registrar of Voters to make confidential the residence address, telephone number and e-mail address appearing on the affidavit of voter registration of certain public safety officials such as peace officers, judges, and government attorneys primarily practicing criminal law whose lives are threatened.

Prior to the passage of 2166.7, confidentiality of voter information applied to individuals when ordered by a court due to life threatening circumstances, as well as to victims of domestic violence and stalking, and reproductive health care service providers, employees, volunteers and patients (EC 2166.5). These provisions are not affected by this action which supplements the eligible officials who can request confidentiality.

Once authorized by the Board, the Registrar will provide applications to eligible persons upon request. The application shall contain a statement, signed under penalty of perjury, that the person is a public safety officer, as defined by law, and that a life threatening circumstance exists to the officer or member of the officer's family. The application for confidentiality of the voter's information is a public record.

The confidentiality granted shall terminate no more than two years after commencement, as determined by the Registrar. A single renewal may be granted, upon application, for one additional two years period after expiration. In addition, the person granted confidentiality must provide a valid mailing address to be used in place of the

residence address for election, scholarly, political research, and governmental purposes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose to not approve the Resolution to expand the Confidentiality of Voter Registration Information program to specified public safety officials, which would result in the Elections Office denying these services. Eligible officials whose lives are threatened will not have the ability to make certain registration information confidential which could lead to risks of harassment, bodily harm or worse.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. RESOLUTION - Public Safety Officer Confidential Voter Program
2. ATTACHMENT A
3. Procedures to apply for Confid Voter Status
4. Application for Confid Voter Status
5. Confidential Affidavit of Registration

APPROVALS:

| | |
|-----------------|-------------------------------|
| Danielle Sexton | Created/Initiated - 8/29/2022 |
| Darcy Ellis | Approved - 8/30/2022 |
| Danielle Sexton | Approved - 8/30/2022 |
| John Vallejo | Final Approval - 8/30/2022 |

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE REGISTRAR OF VOTERS TO EXPAND THE CONFIDENTIALITY OF VOTER REGISTRATION INFORMATION TO SPECIFIED PUBLIC SAFETY OFFICIALS PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 2166.7

WHEREAS, Senate Bill 506 was signed by the Governor on September 26, 2006, and became effective on January 1, 2007. Senate Bill 506 added Section 2166.7 to the California Elections Code and authorizes county election officials to make confidential the residence address, telephone number and e-mail address appearing on the affidavit of registration of specified public safety officials, including peace officers, judges and government attorneys practicing criminal law; and

WHEREAS, in order to implement the provisions of California Elections Code Section 2166.7, the Board of Supervisors is specifically required to authorize the Registrar of Voters to carry out this expansion of the voter confidentiality provisions of the California Elections Code; and

NOW THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors, that the Registrar of Voters, or her designee, of the County of Inyo, State of California is hereby authorized to implement the voter confidentiality provisions of California Elections Code Section 2166.7 to those individuals who qualify, and file an application with the Registrar of Voters.

Passed and adopted this _____ day of _____, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
 Clerk of the Board of Supervisors

BY: _____
 Darcy Ellis
 Assistant Clerk of the Board

ATTACHMENT A

California Statutes for reference in review of authorizing EC 2166.7

Current Confidential Voter Information program available:

Elections Code 2166.5

(a) Any person filing with the county elections official a new affidavit of registration or reregistration may have the information relating to his or her residence address, telephone number, and email address appearing on the affidavit, or any list or roster or index prepared therefrom, declared confidential upon presentation of certification that the person is a participant in the Address Confidentiality for Victims of Domestic Violence, Sexual Assault, and Stalking program pursuant to Chapter 3.1 (commencing with Section 6205) of Division 7 of Title 1 of the Government Code or a participant in the Address Confidentiality for Reproductive Health Care Service Providers, Employees, Volunteers, and Patients program pursuant to Chapter 3.2 (commencing with Section 6215) of that division.

(b) Any person granted confidential voter status under subdivision (a) shall:

(1) Provide a valid mailing address and be considered a vote by mail voter for all subsequent elections and all subsequent reregistrations inside or outside the county until the county elections official is notified otherwise by the Secretary of State or in writing by the voter. A voter requesting termination of vote by mail status thereby consents to placement of his or her residence address, telephone number, and email address in the roster of voters.

(2) The elections official, in producing any list, roster, or index shall exclude voters with a confidential voter status.

(c) No action in negligence may be maintained against any government entity or officer or employee thereof as a result of the disclosure of the information that is the subject of this section unless by a showing of gross negligence or willfulness.

(d) Subdivisions (a) and (b) shall not apply to any person granted confidentiality upon receipt by the county elections official of a written notice by the address confidentiality program manager of the withdrawal, invalidation, expiration, or termination of the program participant's certification.

Additional Confidential Voter Information program being requested for authorization by Inyo County Elections Office:

Elections Code 2166.7.

(a) If authorized by the county Board of Supervisors, a county elections official shall, upon application of a public safety officer, make confidential that officer's residence address, telephone number, and email address appearing on the affidavit of registration, in accordance with the terms and conditions of this section.

(b) The application by the public safety officer shall contain a statement, signed under penalty of perjury, that the person is a public safety officer as defined in subdivision (f) and that a life-threatening circumstance exists to the officer or a member of the officer's family. The application shall be a public record.

(c) The confidentiality granted pursuant to subdivision (a) shall terminate no more than two years after commencement, as determined by the county elections official. The officer may submit a new application for confidentiality pursuant to subdivision (a), and the new request may be granted for an additional period of not more than two years.

(d) Any person granted confidential voter status under subdivision (a) shall:

(1) Provide a valid mailing address and be considered a vote by mail voter for all subsequent elections or until the county elections official is notified otherwise by the Secretary of State or in writing by the voter. A voter requesting termination of vote by mail status thereby consents to placement of the voter's residence address, telephone number, and email address in the roster of voters.

(2) The elections official, in producing any list, roster, or index, shall exclude voters with a confidential voter status.

(3) Within 60 days of moving to a new county, if available in the new county, apply for confidential voter status pursuant to subdivision (a). The elections official of the new county, upon notice of the confidential voter moving into the county, shall do all of the following:

(A) Contact the confidential voter and provide information regarding the application for confidential voter status in the new county.

(B) Honor the confidential voter status from the former county for 60 days from the date of notice.

(C) Pursuant to paragraph (2) of subdivision (b), exclude the confidential voter in any list, roster, or index during the 60-day period.

(D) Remove the confidential voter status if the new voter has not obtained or cannot obtain confidential voter status pursuant to this section in the new county during the 60-day period.

(e) No action in negligence may be maintained against any government entity or officer or employee thereof as a result of the disclosure of the information that is the subject of this section unless by a showing of gross negligence or willfulness.

(f) "A public safety officer" has the same meaning as defined in subdivision (a), (d), (e), (f), or (j) of Section 7920.535 of the Government Code.

Definition of Public Safety Officer

Gov Code 7920.535

As used in this division, "public safety official" means the following parties, whether active or retired:

(a) A peace officer as defined in Sections 830 to 830.65, inclusive, of the Penal Code, or a person who is not a peace officer, but may exercise the powers of arrest during the course and within the scope of the person's employment pursuant to Section 830.7 of the Penal Code.

(b) A public officer or other person listed in Section 1808.2 or 1808.6 of the Vehicle Code.

(c) An "elected or appointed official" as defined in Section 7920.500.

(d) An attorney employed by the Department of Justice, the State Public Defender, or a county office of the district attorney or public defender, the United States Attorney, or the Federal Public Defender.

(e) A city attorney and an attorney who represents cities in criminal matters.

(f) An employee of the Department of Corrections and Rehabilitation who supervises inmates or is required to have care or custody of a prisoner.

(g) A sworn or nonsworn employee who supervises inmates in a city police department, a county sheriff's office, the Department of the California Highway Patrol, federal, state, or a local detention facility, or a local juvenile hall, camp, ranch, or home, and a probation officer as defined in Section 830.5 of the Penal Code.

(h) A federal prosecutor, a federal criminal investigator, and a National Park Service Ranger working in California.

(i) The surviving spouse or child of a peace officer defined in Section 830 of the Penal Code, if the peace officer died in the line of duty.

(j) State and federal judges and court commissioners.

(k) An employee of the Attorney General, a district attorney, or a public defender who submits verification from the Attorney General, district attorney, or public defender that the employee represents the Attorney General, district attorney, or public defender in matters that routinely place that employee in personal contact with persons under investigation for, charged with, or convicted of, committing criminal acts.

(l) A nonsworn employee of the Department of Justice or a police department or sheriff's office that, in the course of employment, is responsible for collecting, documenting, and preserving physical evidence at crime scenes, testifying in court as an expert witness, and other technical duties, and a nonsworn employee that, in the course of employment, performs a variety of standardized and advanced laboratory procedures in the examination of physical crime evidence, determines their results, and provides expert testimony in court.



Clerk-Recorder/Elections Office County of Inyo

Danielle M Sexton
Clerk-Recorder, Registrar of Voters

P. O. Drawer F • 168 N. Edwards St • Independence, CA 93526
Tel: (760) 878-0224 • Fax (760) 878-1805
<https://www.inyocounty.us/services/clerk-recorder>
<https://elections.inyocounty.us/>

PROCEDURES TO APPLY FOR CONFIDENTIAL VOTER STATUS

- 1. Read and review the attached California code provisions related to voter confidentiality for public safety officials.**

IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU QUALIFY AS A PUBLIC SAFETY OFFICER PURSUANT TO ELECTIONS CODE SECTION 2166.7 AND THE APPLICABLE CODE SECTIONS REFERENCED THEREIN.

- 2. Complete the Application for Confidential Voter Status.**
- 3. Complete the Confidential Voter Registration form.**
- 4. Return the Application and Affidavit to the Registrar of Voters.**

A voter notification card will be mailed confirming receipt and processing of registration form. You will automatically receive an absentee ballot for elections in which you are eligible to vote.

California Elections Code § 2166.7 Public safety officer entitled to confidentiality

- If authorized by his or her county board of supervisors, a county elections official shall, upon application of a public safety officer, make confidential that officer's residence address, telephone number, and email address appearing on the affidavit of registration, in accordance with the terms and conditions of this section.
- The application by the public safety officer shall contain a statement, signed under penalty of perjury, that the person is a public safety officer as defined in subdivision (f) and that a life-threatening circumstance exists to the officer or a member of the officer's family. The application shall be a public record.
- The confidentiality granted pursuant to subdivision (a) shall terminate no more than two years after commencement, as determined by the county elections official. The officer may submit a new application for confidentiality pursuant to subdivision (a), and the new request may be granted for an additional period of not more than two years.
- Any person granted confidential voter status under subdivision (a) shall:
 - Provide a valid mailing address and be considered a vote by mail voter for all subsequent elections or until the county elections official is notified otherwise by the Secretary of State or in writing by the voter. A voter requesting termination of vote by mail status thereby consents to placement of his or her residence address, telephone number, and email address in the roster of voters.

(2) The elections official, in producing any list, roster, or index, shall exclude voters with a confidential voter status.

(3) Within 60 days of moving to a new county, if available in the new county, apply for confidential voter status pursuant to subdivision (a). The elections official of the new county, upon notice of the confidential voter moving into the county, shall do all of the following:

(A) Contact the confidential voter and provide information regarding the application for confidential voter status in the new county.

(B) Honor the confidential voter status from the former county for 60-days from the date of notice.

(C) Pursuant to paragraph (2) of subdivision (b), exclude the confidential voter in any list, roster, or index during the 60-day period.

(D) Remove the confidential voter status if the new voter has not obtained or cannot obtain confidential voter status pursuant to this section in the new county during the 60-day period.

(e) No action in negligence may be maintained against any government entity or officer or employee thereof as a result of the disclosure of the information that is the subject of this section unless by a showing of gross negligence or willfulness.

(f) "A public safety officer" has the same meaning as defined in subdivision (a), (d), (e), (f), or (j) of Section 6254.24 of the Government Code.

California Government Code § 6254.24 "Public Safety Official" defined

As used in this chapter, "public safety official" means the following parties, whether active or retired:

(a) A peace officer as defined in Sections 830 to 830.65, inclusive, of the Penal Code, or a person who is not a peace officer, but may exercise the powers of arrest during the course and within the scope of their employment pursuant to Section 830.7 of the Penal Code.

(d) An attorney employed by the Department of Justice, the State Public Defender, or a county office of the district attorney or public defender, the United States Attorney, or the Federal Public Defender.

(e) A city attorney and an attorney who represent cities in criminal matters.

(j) State and federal judges and court commissioners.

California Penal Code § 830 Peace officers; persons included and excluded

Any person who comes within the provisions of this chapter and who otherwise meets all standards imposed by law on a peace officer is a peace officer, and notwithstanding any other provision of law, no person other than those designated in this chapter is a peace officer. The restriction of peace officer functions of any public officer or employee shall not affect his or her status for purposes of retirement.

California Penal Code § 830.1 Persons who are peace officers; extent of authority

(a) Any sheriff, undersheriff, or deputy sheriff, employed in that capacity, of a county, any chief of police of a city or chief, director, or chief executive officer of a consolidated municipal public safety agency that performs police functions, any police officer, employed in that capacity and appointed by the chief of police or chief, director, or chief executive of a public safety agency, of a city, any chief of police, or police officer of a district, including police officers of the San Diego Unified Port District Harbor Police, authorized by statute to maintain a police department, any marshal or deputy marshal of a superior court or county, any port warden or port police officer of the Harbor Department of the City of Los Angeles, or any inspector or investigator employed in that capacity in the office of a district attorney, is a peace officer. The authority of these peace officers extends to any place in the state, as follows:

(1) As to any public offense committed or which there is probable cause to believe has been committed within the political subdivision that employs the peace officer or in which the peace officer serves.

(2) Where the peace officer has the prior consent of the chief of police or chief, director, or chief executive officer of a consolidated municipal public safety agency, or person authorized by him or her to give consent, if the place is within a city, or of the sheriff, or person authorized by him or her to give consent, if the place is within a county.

(3) As to any public offense committed or which there is probable cause to believe has been committed in the peace officer's presence, and with respect to which there is immediate danger to person or property, or of the escape of the perpetrator of the offense.

(b) The Attorney General and special agents and investigators of the Department of Justice are peace officers, and those assistant chiefs, deputy chiefs, chiefs, deputy directors, and division directors designated as peace officers by the Attorney General are peace officers. The authority of these peace officers extends to any place in the state where a public offense has been committed or where there is probable cause to believe one has been committed.

(c) Any deputy sheriff of the County of Los Angeles, and any deputy sheriff of the Counties of Butte, Calaveras, Colusa, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Mariposa, Mendocino, Plumas, Riverside, San Benito, San Diego, San Luis Obispo, Santa Barbara, Santa Clara, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba who is employed to perform duties exclusively or initially relating to custodial assignments with responsibilities for maintaining the operations of county custodial facilities, including the custody, care, supervision, security, movement, and transportation of inmates, is a peace officer whose authority extends to any place in the state only while engaged in the performance of the duties of his or her respective employment and for the purpose of carrying out the primary function of employment relating to his or her custodial assignments, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency.



**Clerk-Recorder/Elections Office
County of Inyo**

Danielle M Sexton
Clerk-Recorder, Registrar of Voters

P. O. Drawer F • 168 N. Edwards St • Independence, CA 93526
Tel: (760) 878-0224 • Fax (760) 878-1805
<https://www.inyocounty.us/services/clerk-recorder>
<https://elections.inyocounty.us/>

APPLICATION FOR CONFIDENTIAL VOTER STATUS – PUBLIC SAFETY OFFICER

I hereby make application to become a confidential voter in Inyo County. I am a registered voter in Inyo County, as follows:

Name (Print)

ADDRESS WHERE BALLOT IS TO BE MAILED (SHOULD NOT BE YOUR RESIDENCE ADDRESS):

Mailing Address

City and Zip Code

I HEREBY APPLY FOR AND CERTIFY THAT I AM ENTITLED TO BECOME A CONFIDENTIAL VOTER BASED ON THE FOLLOWING STATEMENT:

1. I am a public safety officer as defined in subdivision (f) of Cal. Elections Code § 2166.7 and the applicable code sections referenced therein; and
2. A life-threatening circumstance exists to me or to a member of my family.

I declare under penalty of perjury pursuant to the laws of California that the above is true and correct.

Signature

Date

SPECIAL PROVISIONS AND LIMITATIONS

A residence address must be provided on the attached confidential voter registration form in order for the Registrar of Voters to determine your voting jurisdictions.

Your residence address, telephone number and e-mail (if provided) will be deemed confidential after completion and acceptance of this application by the Registrar of Voters. You will be notified in writing by the Registrar if the application is deficient.

This application for confidential voter status is a public record. Elections Code § 2166.7(b). In addition, your name and valid mailing address may be disclosed for election, scholarly or political research, or government purposes pursuant to Elections Code § 2166.7(d)(2).

Confidential status means that you will become a permanent vote by mail voter for all subsequent elections until the county elections official is notified in writing that confidentiality is terminated. Confidential status will end automatically after two years if a subsequent application is not filed.

As a permanent vote by mail voter, you will automatically receive both a sample ballot and an official vote by mail ballot at the mailing address designated.

For Office Use Only

Voter ID _____

Precinct Number _____

Registration Date _____

Registration Expiration Date _____

**CONFIDENTIAL AFFIDAVIT OF REGISTRATION
AND VOTE BY MAIL BALLOT APPLICATION
(FOR USE BY PUBLIC SAFETY OFFICERS)**

-THIS APPLICATION MUST BE COMPLETED IN THE OFFICE OF THE REGISTRAR OF VOTERS-

PUBLIC RECORD

PLEASE PRINT CLEARLY:

FIRST NAME MIDDLE NAME LAST NAME

MAILING ADDRESS (NOT YOUR RESIDENCE)

CITY STATE ZIP CODE

APPLICABLE STATUTES IDENTIFIED IN E.C. 2166.7:

- Public safety officers are defined in Govt. Code § 6254.24 as follows:
- (a) An active or retired peace officer as defined in Sections 830 and 830.1 of the Penal Code.
 - (d) An attorney employed by the Department of Justice, the State Public Defender, or a county office of the district attorney or public defender, the United States Attorney, or the Federal Public Defender.
 - (e) A city attorney and an attorney who represents cities in criminal matters.
 - (f) A specified employee of the Department of Corrections and Rehabilitation who supervises inmates or is required to have a prisoner in his or her care or custody.
 - (j) State and federal judges and court commissioners.

By signing below, you are attesting under penalty of perjury that you are a public safety officer—as defined in Govt. Code § 6254.24, subdivisions (a), (d), (e), (f), or (j)—and that a life threatening circumstance exists to you or a member of your family. (E.C. § 2166.7)

Your residence address, telephone number, and email address will remain confidential for a period of two years, at which time you may submit a new application for confidentiality. You will be considered an absent voter and you will automatically receive election materials by mail.

Confidentiality status under this program applies only to the officer, and not to other registered voters at the same address

| | |
|-----------------------------------|--|
| OFFICE USE ONLY | |
| CSO ID: _____ | |
| EXP. DATE: _____ / _____ /20_____ | |

**CONFIDENTIAL AFFIDAVIT OF REGISTRATION
AND VOTE BY MAIL BALLOT APPLICATION
(FOR USE BY PUBLIC SAFETY OFFICERS)**

-THIS APPLICATION MUST BE COMPLETED IN THE OFFICE OF THE REGISTRAR OF VOTERS-

CONFIDENTIAL

PLEASE PRINT CLEARLY:

FIRST NAME MIDDLE NAME LAST NAME

RESIDENCE ADDRESS (CONFIDENTIAL)

CITY STATE ZIP CODE

TELEPHONE (OPTIONAL) E-MAIL (OPTIONAL)

I hereby request to register to vote by confidential affidavit of registration. I understand this means my home address, e-mail, and telephone number will be kept confidential.

I acknowledge this confidentiality will terminate on the first day of the month following two years of confidential status from the date of this application.

I attest under penalty of perjury that I am eligible for status as a confidential registered voter pursuant to E.C. § 2166.7.

SIGNATURE DATE

| | |
|-----------------------------------|--------------------------------|
| OFFICE USE ONLY | |
| EIMS Voter ID: _____ | CONFIDENTIAL STREET _____ |
| EXP. DATE: _____ / _____ /20_____ | REGISTRATION PRECINCT #: _____ |



County of Inyo



County Administrator - Risk Management

CONSENT - ACTION REQUIRED

MEETING: September 20, 2022

FROM: Aaron Holmberg

SUBJECT: Update to 1.28.040 (b) and (c)

RECOMMENDED ACTION:

Request Board approve Ordinance 1287, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Subsection (B) of Section 1.28.040 of the Inyo County Code, Pertaining to Delegation of Authority to Compromise or Settle Claims Against the County."

SUMMARY/JUSTIFICATION:

Chapter 1.28 of the Inyo County Code provides procedures for the presentation of monetary claims against the County, in accordance with applicable state law. Section 1.28.040 of the Code delegates authority to the County Risk Manager, County Counsel, and County Administrative Officer to compromise or settle claims for or against the County, within certain monetary limits.

Specifically, under subsection (b) of Section 1.28.040, the Risk Manager has \$10,000 of settlement authority but can approve claims of \$20,000 with concurrence of County Counsel, and can approve claims up to \$30,000 with the concurrence of the County Counsel and the County Administrative Officer. Under subsection (c) of Section 1.28.040, in cases where litigation has been filed, County Counsel can settle the underlying claim in an amount not to exceed \$20,000 with the occurrence of the Risk Manager, and in an amount not to exceed \$30,000 with the concurrence of both the Risk Manager and the County Administrative Officer.

For policy considerations such as administrative convenience and efficiency, as well as to line-up with the newly revised County Purchasing Policy, staff are recommending subsection (b) of Section 1.28.040 to be updated so that the Risk Manager has \$30,000 of settlement authority and can approve claims of \$40,000 with concurrence of County Counsel, as well as approving claims up to \$50,000 with the concurrence of the County Counsel and the County Administrative Officer.

Similarly, and again for administrative convenience and efficiency, as well as to line-up with the newly revised County Purchasing Policy, staff are recommending subsection (c) of Section 1.28.040 be updated so that the County Counsel can settle an underlying claim in an amount not to exceed \$40,000 with the occurrence of the Risk Manager, and in an amount not to exceed \$50,000 with the concurrence of both the Risk Manager and the County Administrative Officer. These updates to subsections (b) and (c) remain in compliance with the maximum allowed under Government Code section 935.4. Note that the existing language regarding acceptance of late claims is being carried forward without change. This ordinance is a housekeeping motion in support of administrative convenience and efficiency. The modest increases bring the maximum to the maximum allowed,

provide for policy considerations and additional administrative convenience and efficiency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Sections were last updated in January 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to amend the County Code or to change the amounts in the ordinance.

OTHER AGENCY INVOLVEMENT:

Risk Management and County Counsel worked together on this item.

FINANCING:

This item represents no change to how settlements are funded.

ATTACHMENTS:

1. Ordinance Amendment

APPROVALS:

| | |
|----------------|-------------------------------|
| Aaron Holmberg | Created/Initiated - 8/24/2022 |
| Aaron Holmberg | Approved - 8/24/2022 |
| Darcy Ellis | Approved - 8/24/2022 |
| John Vallejo | Approved - 8/24/2022 |
| Amy Shepherd | Approved - 8/24/2022 |
| Aaron Holmberg | Approved - 8/24/2022 |
| Leslie Chapman | Final Approval - 9/14/2022 |

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 1.28.04 OF THE INYO COUNTY CODE PERTAINING TO CLAIM SETTLEMENT AUTHORITY

WHEREAS, section 1.28.040 of the Inyo County Code delegates authority to the Risk Manager and the County Counsel—in conjunction with other County personnel—to settle certain claims presented to the County and certain lawsuits filed against the County; and

WHEREAS, the Board of Supervisors wishes to modify the authority delegated in section 1.28.040;

WHEREAS, Government Code section 935.4 permits the Board of Supervisors to delegate claim settlement authority for any claim that does not exceed \$50,000.

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION I: Section 1.28.040 of the Inyo County Code is amended in its entirety to read as follows:

“A. The risk manager is directed and authorized to return or reject any and all claims presented to the county, including applications to present a late claim.

B. The risk manager is authorized to allow, compromise or settle claims and accept applications to present a late claim prior to initiation of any litigation against the county thereon, within the following limitations:

1. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, does not exceed thirty thousand dollars, the risk manager, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

2. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, exceeds thirty thousand dollars, but does not exceed forty thousand dollars, the risk manager, with the concurrence of the county counsel, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

3. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, exceeds forty thousand dollars, but does not exceed fifty thousand dollars, the risk manager, with the concurrence of both the county counsel and the county administrator, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim.

C. The county counsel is authorized to allow, compromise or settle claims and accept applications to present late claims after litigation or suit has been filed against the county thereon, within the following limitations:

1. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, does not exceed forty thousand dollars, the county counsel, with concurrence of the risk manager, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

2. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, exceeds forty thousand dollars, but does not exceed fifty thousand dollars, the county counsel, with the concurrence of both the risk manager and the county administrator, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

3. The authority granted to the county counsel to allow, compromise or settle a claim or late claim within the limitations set forth in subsections (C)(1) and (C)(2) of this section, includes the authority to waive the county's rights to seek recovery of its costs, including attorneys' fees, as a condition of any allowance, compromise, settlement or dismissal of a claim or late claim against the county.

D. Upon the written order of the risk manager or county counsel as authorized by subsections B and C of this section, the auditor-controller of Inyo County shall cause a check to be issued upon the treasury of the county in the amount for which a claim or lawsuit against the county has been allowed, compromised or settled."

SECTION II: EFFECTIVE DATE

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

PASSED AND ADOPTED THIS __ DAY OF _____, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST:
Leslie Chapman
Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: September 20, 2022

FROM: Sarah Downard

SUBJECT: Contract between County of Inyo Department of Health and Human Services and the California Department of Public Health

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo Department of Health and Human Services and California Department of Public Health (CDPH) for the California Woman, Infants, and Children (WIC) Contract, in an amount not to exceed \$1,342,437, for the period of October 1, 2022 through September 30, 2025, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign Standard Agreement No. 22-10253, Contract Exhibits, California Civil Rights Laws Attachment, and Contractor Certification Clauses.

SUMMARY/JUSTIFICATION:

This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations, and preventative services.

The contract is a three-year contract with the California Department of Public Health, although funding is federal dollars passed through the State from the United States Department of Agriculture (USDA).

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract resulting in the discontinuation of the Inyo County WIC Program.

OTHER AGENCY INVOLVEMENT:

The program works cooperatively with other Health and Human Services Programs such as Public Health and First 5, as well as Toiyabe Indian Health Project and other community-based organizations.

FINANCING:

Federal funding. The funds are recognized as revenue in the WIC budgets in object code Federal Other (4552).
No County General Funds.

ATTACHMENTS:

1. Contract Exhibits
2. Contractor Certification Clauses
3. CA Civil Rights Laws Attachment
4. California Department of Public Health Contract

APPROVALS:

| | |
|--------------------|-------------------------------|
| Sarah Downard | Created/Initiated - 8/11/2022 |
| Sarah Downard | Approved - 8/11/2022 |
| Darcy Ellis | Approved - 8/11/2022 |
| Sarah Downard | Approved - 8/15/2022 |
| Genoa Meneses | Approved - 8/17/2022 |
| Melissa Best-Baker | Approved - 8/18/2022 |
| Anna Scott | Approved - 8/19/2022 |
| John Vallejo | Approved - 8/22/2022 |
| Amy Shepherd | Approved - 8/22/2022 |
| Anna Scott | Final Approval - 8/23/2022 |

Exhibit A Scope of Work

1. Service Overview

- A. The Contractor agrees to provide to the California Department of Public Health, Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative, and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers Nutrition Services and Administration funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants and children who are low-income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support, referrals to healthcare services, and other services that support the family.
- C. The purpose of this contract is to provide funds and expectations to Contractors, also referred to as subrecipients, to support the delivery of services, deliverables, and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies, and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CFDA Program Title is "Special Supplemental Nutrition Program for Women, Infants and Children".

2. Service Location

- A. Services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC Site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.
- B. The Contractor agrees to provide WIC Program services in the following service area to:

Eligible California residents of Inyo County, including the cities of Big Pine, Bishop, Independence, Lone Pine, Olancho, Darwin, Tecopa, Death Valley and Shoshone.

3. Service Hours

- A. Services shall be provided during the Contractor's normal business hours, in addition to extended hours of operation, to accommodate the needs of the applicants'/participants' schedules, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.
- B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 calendar days in advance and make the necessary change in WIC Web Information System Exchange (WIC WISE).

**Exhibit A
Scope of Work**

4. Project Representatives

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

| California Department of Public Health | County of Inyo |
|--|--|
| Pia Boling, Contract Manager Telephone: (916) 928-8543 E-mail: Pia.Boling@cdph.ca.gov | Marilyn Mann, Director, Inyo County Department of Health and Human Services Telephone: (760) 873-3305 E-mail: mmann@inyocounty.us |

B. Direct all inquiries to:

| California Department of Public Health | County of Inyo |
|---|--|
| CDPH/WIC Division Attention: Pia Boling, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8543 E-mail: Pia.Boling@cdph.ca.gov | Attention: Sarah Downard, WIC Director 1360 N. Main Street, Suite 203-D Bishop, CA 93514 Telephone: (760) 872-1887 E-mail: sdownard@inyocounty.us |

C. All payments from CDPH to the Contractor; shall be sent to the following address:

| Remittance Address |
|--|
| Federal ID #: 95-6005445 |
| FI\$CAL ID #: |
| Contractor: County of Inyo |
| Attention: Anna Scott |
| Address: P.O. Drawer H, Independence, CA 93526 |
| Contract Number: 22-10253 |
| Email: ascott@inyocounty.us |

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the Contract Manager for processing.

5. Services to be Performed - Please see Exhibit A, Attachment I, Statement of Work, Services to be Performed.

6. Scope of Work Changes

A. Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.

Exhibit A Scope of Work

- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement.

7. Definitions

This list of definitions is for use with this Agreement:

- A. **Applicant** - A pregnant individual, breastfeeding individual, postpartum individual, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicants who are a breastfeeding individual. Applicants include individuals who are currently participating in the WIC Program but are re-applying because their certification period is about to expire.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the USDA's WIC Breastfeeding Model Components for Peer Counseling. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to the WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.
- D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.
- E. **CDPH/ITSD** means California Department of Public Health, Information Technology Services Division.
- F. **CDPH/WIC Division** means California Department of Public Health, Women, Infants and Children Division.
- G. **Civil Rights Coordinator** - A designated individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973 at the WIC local agency.
- H. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual (WPPM).
- I. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency. Per FNS guidance, they are also referred to as subrecipients.

Exhibit A
Scope of Work

- J. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- K. **Degreed Nutritionist (DN)** – A degreed nutritionist is an individual who possesses a bachelor's degree in a nutrition-related field. The DN must work under the supervision of a Registered Dietitian and must meet both educational requirements and specific standards of competency. The DN role is defined in WPPM 130-50.
- L. **Designee** - An individual who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures (RAE) on behalf of the Contractor.
- M. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration (NSA) funds and funding from another source.
- N. **EBT** means Electronic Benefit Transfer - An electronic process that allows a recipient to authorize the transfer of their benefits from a government account to the vendor's account to pay for products received.
- O. **FFY** means Federal Fiscal Year (October 1 through September 30).
- P. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers and markets are authorized and trained by the CDPH/WIC Division to accept check booklets (separate from other WIC food benefits) that are distributed to WIC participants by the Contractor.
- Q. **FMNP Local Agency Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including booklet accountability, security and integrity, and staff training.
- R. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.
- S. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- T. **International Board-Certified Lactation Consultant (IBCLC)** – An IBCLC is a breastfeeding expert who has met the education and experience requirements needed to take the IBCLC exam. In the WIC setting, the IBCLC typically provides breastfeeding education and supervision to WIC staff and supports participants with breastfeeding challenges.

Exhibit A
Scope of Work

- U. **IT POC** means Information Technology Point of Contact - A designated individual responsible for communications with the CDPH/WIC Division on technology-related implementation and support initiatives.
- V. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- W. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- X. **NSP** means Nutrition Services Plan - The NSP is a tool for WIC Local Agencies to use in planning overall WIC Program Nutrition Services. The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve participant health and nutrition outcomes. The NSP also provides a focus for staff training, nutrition education and quality assurance resources over the course of this contract. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].
- Y. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.
- Z. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- AA. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.
- BB. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.
- CC. **Outreach Coordinator** - A designated WIC local agency employee responsible for coordinating partnership development with health, community, and social services organizations to encourage referrals to the WIC program, conducting and tracking annual public outreach announcement and promoting WIC to eligible non-participants.
- DD. **Participant** - An individual who meets all WIC Program eligibility criteria, is enrolled in the WIC Program, and receives nutrition benefits.
- EE. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.

Exhibit A
Scope of Work

- FF. **Quality Assurance (QA)** means a retrospective review process which demonstrates that a service fulfilled or met a set of requirements or criteria.
- GG. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.
- HH. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report that is submitted to the CDPH/WIC Division at the end of each FFY for review and approval.
- II. **RBL** means Regional Breastfeeding Liaison - WIC professional staff that are experts in breastfeeding and community collaboration. They are charged with narrowing the breastfeeding support gaps in the community between WIC, health care providers, hospitals, and other community partners that serve WIC families.
- JJ. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.
- KK. **Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- LL. **State Committee** - A group of WIC local agency and CDPH/WIC Division staff that support various statewide projects related to Nutrition Education, Training, Breastfeeding, Outreach, Data, and other WIC activities. CDPH/WIC Division staff facilitate meetings and tasks associated with statewide projects and Local Agency members provide input, testing, and review. Committee members are chosen via a formal application process; the local agency is provided funding for participation.
- MM. **Staff Training Coordinator** - A designated WIC local agency Nutritionist that ensures staff training is planned, completed, and documented within designated timeframes. Follows all guidance provided within the WPPM, Nutrition Services Plan (NSP), and WIC WINs regarding staff training requirements.
- NN. **ULO** means Unliquidated Obligations - ULO is a commitment to purchase tangible goods and/or services that have not yet been paid but were approved for purchase by the CDPH/WIC Division.
- OO. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.
- PP. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.
- QQ. **WIC Director** - The manager designated by the Local Agency's parent agency who is responsible for the day-to-day WIC Program's operations.

Exhibit A Scope of Work

- RR. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the USDA for healthcare and nutrition of low-income pregnant women, breastfeeding women, postpartum women, and infants and children under the age of five.
- SS. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.
- TT. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- UU. **WPPM** means the WIC Policy and Procedure Manual.

8. Contractor Responsibilities

Administrative Contract Requirements

1) Caseload Management and Performance Standard

- a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.
 1. Year 1 participant monthly caseload: 220
 2. Year 2 participant monthly caseload: 220
 3. Year 3 participant monthly caseload: 220
- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's participant monthly caseload and associated funding through a formal contract amendment.

2) Program Monitoring Visits

The CDPH/WIC Division shall conduct program monitoring visits to ensure that the Contractor's program operations and fiscal management procedures are in compliance. Monitoring visits shall be performed at least once every two (2) years and may be on-site, virtual, or a combination. The Contractor shall comply with all requirements of the program monitoring process. Contractors found to be out of compliance during the program monitoring visits may be subject to more frequent program monitoring, and if findings are not corrected, sanctions may be imposed.

3) Quality Assurance and Quality Improvement

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, the annual NSP, or by CDPH/WIC Division monitoring visits, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further information on QI, see Standard 16 in the current WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].

Exhibit A
Scope of Work

4) Staffing Standards

- a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment I.
- b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative tasks and other duties related to certification, referral, outreach, education, planning, and supervisory functions for the WIC Program. The Contractor may employ WNAs, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.
- c) The Contractor shall employ RDs for activities that support participant's nutrition needs and oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.
- d) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the primary liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all program, fiscal, administrative, and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the program, fiscal, administrative and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I.
- e) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.
- f) Breastfeeding Coordinator

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.
- g) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point-of-contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

Exhibit A
Scope of Work

h) National Voter Registration Act Coordinator

The Contractor shall designate one or more staff to serve in the role of the NVRA Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at their WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

i) Outreach Coordinator

The Contractor shall designate one or more staff to serve in the role of the Outreach Coordinator to be responsible for ensuring compliance with the Annual Public Outreach Announcement (APOA) and ongoing outreach activities for the local agency. The Outreach Coordinator shall ensure all outreach, coordination with local health programs and services, and APOA requirements are followed, as listed in WPPM 700-01, WPPM 700-07, WPPM 700-08 and Exhibit A, Attachment I, Task 5.

j) Staff Training Coordinator

The Contractor shall designate a Nutritionist to serve in the role of the Staff Training Coordinator. If there are barriers to meeting this Nutritionist staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide staff training in accordance with Exhibit A, Attachment I.

k) Civil Rights Coordinator (only applies to the Contractors with 15 or more employees)

The Contractor shall designate a staff person as the individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973. This may be the same individual responsible within the broader local government or private, non-profit organization, not solely the WIC program at the WIC local agency, as described in WPPM 510-30.

l) Farmers' Market Nutrition Program Local Agency Coordinator (only applies to the Contractors receiving funds for this project).

The Contractor shall designate one or more staff to serve in the role of the FMNP Local Agency Coordinator to be the point-of-contact to the CDPH/WIC Division FMNP Coordinator for FMNP related activities in accordance with Exhibit A, Attachment I, Task 8. The FMNP Local Agency Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

m) Dietetic Internship Program (only applies to the Contractors receiving funds for this project)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics (AND) accredited WIC Dietetic Internship (DI) program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Funding of project is contingent on meeting CDPH/WIC Division guidelines and ACEND performance outcome standards.

The Contractor shall evaluate the eligibility of WIC employees and provide guidance to improve qualifications for the internship. Qualified WIC employee applicants seeking Community Nutrition focus shall be given priority in the candidate selection process. Non-WIC employee

Exhibit A Scope of Work

applicants seeking Community Nutrition focus may be selected based on established WIC criteria for positions not filled by WIC employees.

The Contractor shall work with WIC dietetic interns and graduates to pass the mandatory registration examination for dietitians (RDN Exam) and meet ACEND performance standards.

The Contractor shall work with other internship directors, the CDPH/WIC Division's Dietetic Internship Coordinator, and state representatives to develop and implement strategies to sustain WIC DI programs, maintain the number of funded intern positions, increase the number of qualified and culturally diverse applicants that reflect the demographics and diversity of the community, develop and implement ongoing program evaluation and improvement at least once per quarter, address program challenges or barriers, and acknowledge program accomplishments.

The Contractor shall participate in outreach activities to ensure potentially qualified employees and their local agencies have the awareness, information, and resources needed to apply to the internships. At least one (1) annual outreach announcement to WIC local agencies statewide per calendar year shall be completed. Outreach shall aim to develop statewide partnerships and collaboration with local agencies, dietetic education programs, universities, and professional organizations to increase recruitment. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website).

The Contractor shall provide bi-annual status reports and information to the CDPH/WIC Division Dietetic Internship Coordinator including, but not limited to the following:

1. Any program changes including those requiring a substantive change request to ACEND.
2. ACEND communications regarding accreditation status and notifications.
3. Program outcomes or achievements.
4. Program costs and budget changes.
5. Intern RD exam pass rates and pass rate improvement plans.
6. Intern demographic, employment, and retention data.
7. Intern selection of WIC employees and non-WIC interns.

Dietetic internship funds are to be used for WIC employee/intern expenses including for direct intern expenses (tuition and fees), conferences, trainings, certifications, memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Tuition and fees for WIC employees/interns with at least six (6) months of work experience prior to acceptance into the dietetic internship shall be waived. Tuition may be reassessed at the non-WIC rate for WIC employees/interns who have ended any required WIC employment during the internship at the Contractor's discretion.

Non-WIC employee/interns may be charged tuition at the Contractor's discretion. Tuition and fees are to be submitted to the CDPH/WIC Division Dietetic Internship Coordinator for review and approval prior to implementation. Itemized fees shall be submitted including direct intern expenses, approved conferences and trainings, required certifications and memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Exhibit A Scope of Work

- n) State Committee Membership (only applies to the Contractors receiving funds for membership in one of the State Committees)

The Contractor shall ensure the staff member(s) accepted for membership on any of the CDPH/WIC State Committees will:

1. Participate in all scheduled committee meetings, whether in person or virtual.
2. Follow all CDPH/WIC Division written committee expectations specific to their assigned committee to include completing tasks as designated by CDPH/WIC Division staff between committee meetings.
3. Use committee funds only for committee work and travel (this may include personnel costs, travel, or training(s) related to committee work).

5) Professional Certifications

The Contractor shall ensure professional staff listed under “Staffing Standards” here within the Exhibit A, Scope of Work (SOW) and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs’ profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

6) Program Materials

The Contractor shall utilize approved CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. The Contractor shall request and receive approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant prior to purchasing, using, or developing other materials for the WIC Program.

7) Staff Training Requirements

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor’s staff has the knowledge and skills necessary to perform their duties.
- b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00. Newly hired staff shall complete the mandatory training within three (3) months of employment, and subsequently, once every 12 months as required by position.
- c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

8) Travel

The Contractor’s staff shall be allowed to travel to attend trainings and conferences, attend committee meetings, provide services at WIC Sites, and provide community outreach activities. The Contractor shall request prior approval from the CDPH/WIC Division Contract Manager and

Exhibit A
Scope of Work

Nutrition Consultant for all Out of State Travel, training, and/or conferences not previously approved by the CDPH/WIC Division.

9) Data Collection

Data collection and all State Approved Platforms required by the CDPH/WIC Division shall be utilized to meet federal and state reporting requirements and address and minimize fraud opportunities.

- a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, the NSP, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).
- b) The Contractor shall only utilize the data collection system(s) and/or WIC WISE provided by the CDPH/WIC Division.

10) Nutrition Services Plan

The Contractor shall complete, submit, and implement an annual NSP Work Plan and accompanying documents that are consistent with CDPH/WIC Division established NSP goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Site Changes

- a) The Contractor shall remain open and continue providing WIC services at all of the approved WIC Sites, unless prior written approval to relocate or close a WIC Site has been provided by the CDPH/WIC Division.
- b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.
- c) The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new, relocation, and/or closure of WIC Sites, in accordance with WPPM 1000-06. The Contractor shall submit a WIC Site Request packet to the CDPH/WIC Division Contract Manager and Nutrition Consultant for review and approval. WIC Site Request packets are to be submitted at least 45 days prior to the anticipated opening date for review.
- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a WIC Site that is not approved by the CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- e) Based on unmet needs data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. The CDPH/WIC Division will first work with the existing Contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential Contractors to open additional WIC Sites based on CDPH/WIC Division service site location needs. If the CDPH/WIC Division determines that a WIC Site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the WIC Site, address participant access needs, and amend the contract accordingly.

**Exhibit A
Scope of Work**

- f) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

12) Time Reporting Requirement

The Contractor shall make available all WIC time studies upon request of the CDPH/WIC Division.

- a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week per month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories:

1. General Administration
2. Client Services
3. Nutrition Education
4. Breastfeeding

- b) The time studies shall be reported in accordance with Section 13 below as part of the RAE process.

- c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports, or modified continuous time reports, for all staff performing FMNP related duties as outlined in Exhibit A, Attachment I, Task 8. Under modified continuous time reporting, a local agency may allocate the cost of all compensation for FMNP issuance time and effort on a reasonable basis, such as the ratio of total FMNP benefits issued to total benefits issued under both WIC and FMNP.

- d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 9.

13) Report of Actual Expenditures Requirement

- a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.
- b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.
- c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.

Exhibit A
Scope of Work

- d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.
- e) The Contractor shall submit the following with the RAE packet:
 - 1. The Expenditure Worksheet
 - 2. The NSA Operating Expenses Worksheet
 - 3. The Agency Time Sheet Summary
 - 4. The RAE Worksheet (signed)
- f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

14) Nutrition Education Minimum Expenditure "Open in desktop app"

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth ($\frac{1}{6}$) approximately eighteen percent (18%) of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth ($\frac{1}{6}$) approximately eighteen percent (18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

15) Breastfeeding Promotion and Support Minimum Expenditure

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA's minimum expenditure requirements published each year. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 3.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

**Exhibit A
Scope of Work**

17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any purchase exceeding \$5,000 in accordance with requirements specified in Exhibit D, Provision 1.
- b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

19) Motor Vehicles and Vehicle Maintenance

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under "Travel" here within the Exhibit A, SOW, and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows:
 - 1. Legal Owner is the California Department of Public Health
 - 2. Registered Owner is the Contractor's Legal Name
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.
- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding \$5,000. The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and System Support Services

- a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division and CDPH/ITSD on technology-related implementation and support initiatives. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant whenever there is a change in the IT POC.

Exhibit A
Scope of Work

- b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC Local Agency User Account Maintenance role to a minimum of two (2) staff who shall on a monthly basis, monitor, review, create, and maintain correct access rights to WIC WISE for their WIC local agency staff. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. If the Contractor does not have staff already designated to this role, the Contractor must promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant. Refer to WPPM 140-20 for more information.
- c) The Contractor shall ensure that all users have read and signed the CDPH/WIC Employee Security Affidavit agreement form and have submitted a copy to the CDPH/WIC Division as required per WPPM 140-20.
- d) The Contractor IT POC shall actively participate in State planned WIC technology user workgroups.
- e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.
- f) The Contractor is responsible for the implementation and ongoing support of its Wide Area Network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, virtual and physical hardware and software compliance standards, protection of electronic data, security compliance best practices, and maintenance and operations on the local side of the network.
- g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).
- h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:
 - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment.
 - 2. Allow workstations and other WIC devices to communicate through an Access Control List (ACL) via TCP/IP through the California Department of Technology (CDT), California Government Enterprise Network (CGEN) router to access WIC resources on the WAN.
 - 3. Allow EBT related peripheral devices such as magnetic card readers, signature pads, pin pads, scanners, and other WIC devices to be able to receive TCP/IP communication through the CGEN router and the WAN.
 - 4. Allow video conferencing equipment to be able to communicate with the CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.
- i) The Contractor shall support implementation and maintenance of WIC technology activities:
 - 1. Implement infrastructure and devices needed to perform WIC Program business in accordance with the CDPH/WIC Division/State of California Information Technology minimum hardware standards, located on the CDPH/WIC Local Agency SharePoint Site (LASS) [<https://partners.cdph.ca.gov/sites/LASS/>].

Exhibit A
Scope of Work

2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
 3. Ensure that the acquired technology hardware and software meets the minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, etc.
- j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed.
 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or within the State network.
- k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations.
 2. If software or hardware is not performing as expected, contact the WIC WISE Service Desk for resolution.
- l) The Contractor shall ensure proper security of local network systems and WIC data:
1. Ensure that the devices in the WIC local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network.
 2. When data traverses' wireless networks and/or the Internet, communications shall be protected with a minimum of 256-bit encryption through an encryption network.
 3. The Contractor is responsible to investigate and respond to, and upon request by CDPH, report to WIC, ITSD, and WIC WISE Service Desk any known or potential software, system, or network security risk vulnerabilities that may impact (or potentially adversely affect) any of the WIC systems accessed on the agency's network; additionally, report on any security risk response and remediation efforts with the identified name and version of each vulnerable software or system, before and after each security risk issue resolution/mitigation.
- m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.
- n) The Contractor shall be in compliance with the WIC WISE requirement as detailed in the WPPM.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, auto dialer, video conferencing, updating WIC WISE, and ongoing

Exhibit A Scope of Work

maintenance of State Approved Platforms. The Contractor shall actively support the implementation of state information technology projects by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

22) Emergency and Disaster Planning

- a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to certify applicants and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Regional Training Centers (only applies to the Contractor receiving funds for this project)

- a) The Contractor shall provide a Regional Training Center (RTC) for use by WIC local agency trainers and CDPH/WIC Division trainers to conduct trainings, including but not limited to, breastfeeding training, BFPC training, PCE training, WIC WISE training, LVL training, vendor training, and various WIC local agency trainings provided to WIC local agency staff and authorized WIC vendors.
- b) The Contractor shall maintain a training room facility with access to restrooms, drinking water, and parking; site logistics including tables, chairs, and appropriate equipment including facilitator laptop/computer (monitor, keyboard, mouse, and cables as needed), projector and spare bulb, screen, computer speakers or sound system, wireless microphone, flip chart paper and easel, use of a copier, general training/office supplies (sticky notes, markers, pens, etc.), storage cabinet; and internet access necessary for trainings.
- c) The Contractor shall identify WIC local agency clerical support for scheduling, ordering supplies, access to training room(s), providing site specific instructions, and receiving/storing shipped training materials for up to two (2) weeks prior to training.
- d) The Contractors receiving funds for the RTC shall also provide required equipment including connectivity to WIC WISE (Wi-Fi); 12-20 dedicated laptops/computers and monitors; peripheral devices including a signature pad, PIN pad, scanner, and a magnetic card reader that meets WIC WISE recommended specifications; surge protector power strips; and locked storage for laptops.
- e) The Contractors shall provide IT staff or services to be available for IT assistance one (1) day prior to and on training days.

24) Translation Review Services – Education Materials (only applies to the Contractor receiving funds for this project)

The Contractor shall designate one (1) or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation services.

Exhibit A
Scope of Work

25) Breastfeeding Peer Counselor Database (PCDB) – (only applies to the contract with Public Health Foundation Enterprises, Inc.)

The following only applies to PHFE, which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

- a) Responsibilities of PHFE includes, but are not limited to:
 1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
 2. Ensuring local agencies can access their own agency reports and documentation.
 3. Maintaining a secure, interactive automated educational text messaging function.
 4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.
 5. Assisting the CDPH/WIC Division with PCDB data extraction and conversion activities related to the transfer of historical PCDB data to WIC WISE.
- b) PHFE is bound to the following requirements, terms, and conditions, concerning the PCDB, as stated in the WIC local agency contract:
 1. Information Privacy and Security Requirements, as specified in Exhibit G, Section XI, which includes reporting any incidents involving unauthorized use of this data file to the CDPH Program Contract Manager, CDPH Privacy Officer, and CDPH Chief Information Security Officer (and CDPH IT Service Desk).
 2. Special Terms and Conditions pertaining to Confidentiality of Information, as specified in Exhibit D, Provision 8.
- c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE WIC data from the PCDB is used for research studies, PHFE will adhere to the research request and approval process outlined in the contract between the CDPH/WIC Division and PHFE. At no time will PHFE use data from any other WIC local agency for additional research or analytical purposes.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide Woman, Infants and Children (WIC) Program benefits.

Activities to Support the Objective

Activity 1: Assess that applicants meet eligibility criteria:

1. Categorical;
2. Residential;
3. Financial; and
4. Nutritional risk.

If applicants meet these four criteria, certify eligible applicants and document ineligibles.

Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant.

Activity 3: Conduct required screenings, provide and document social service and health referrals, as appropriate.

Activity 4: Accurately prescribe food benefits based on category, preferences and individual nutritional need.

Activity 5: Document a Care Plan in WIC WISE.

Activity 6: Maintain and adhere to procedures for fraud prevention including Separation of Duties (SOD).

Deliverables

- A. Eligible applicants/participants are certified and provided appropriate WIC benefits.
- B. Nutrition assessments, including required screenings, are completed on all eligible WIC applicants/participants.
- C. Food benefits are prescribed accurately to all WIC applicants/participants.
- D. Appropriate referrals are provided to all WIC applicants/participants.
- E. All information on certified participants is accurately documented in WIC WISE. Each participant shall have an appropriately documented Care Plan, which includes a goal at each certification and recertification.
- F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed.
- G. Appropriate SOD procedures are implemented during certifications and recertifications.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide Participant-Centered nutrition education to all WIC participants.

Activities to Support the Objective

Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risks identified as part of the nutrition assessment and/or participant concerns. Nutrition education contacts should be evidence-based, interactive, and Participant-Centered.

Activity 2: Offer and document the minimum number of required nutrition education contacts per the participant's category and certification period.

Activity 3: Provide high-risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high-risk criteria based on the participant's nutrition assessment.

Activity 4: Utilize the CDPH/WIC Division materials, both printed and electronic, to ensure that consistent, evidence-based nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 8.6.

Deliverables

- A. Participants are provided initial and secondary nutrition education based on their Care Plan, their participant category, their interests/concerns, and any subsequent assessments.
- B. Document all participant nutrition education contacts in the WIC WISE.
- C. Refer to Exhibit A, SOW, Provision 8.14.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using WIC WISE.

Activities to Support the Objective

Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.

Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling, and storage of all card stock, food benefits, peripheral devices, laptops and portable printers, and if applicable, Farmers' Market Nutrition Program (FMNP) booklets.

Deliverables

- A. Food benefits are accurately issued.
- B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.
- C. The handling procedures for card stock, food benefits, peripheral devices, laptops and portable printers and if applicable, FMNP booklets, meet program security standards.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective

Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum participants unless medically contraindicated.

Activity 2: Offer and document evidenced-based, participant-centered breastfeeding education that enables participants to make an informed decision regarding infant feeding and supports them to meet their breastfeeding goals.

Activity 3: Refer participants to a qualified staff member when breastfeeding issues are beyond the scope of the staff member providing support, per the WIC Policy and Procedure Manual (WPPM). If applicable, refer participants to the Breastfeeding Peer Counseling (BFPC) Program, breastfeeding support group and/or breastfeeding services in the community.

Activity 4: Make breast pumps and kits available to postpartum participants.

Deliverables

- A. Participants are provided accurate breastfeeding information.
- B. Document all participants' breastfeeding education provided in WIC WISE.
- C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals.
- D. Document breast pump issuance and the reasons for issuance in WIC WISE.
- E. Maintain an accurate inventory of breast pumps.
- F. Maintain all breast pumps in a clean and working condition.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective

Activity 1: Provide WIC Program information to and coordinate with health and social services organizations to encourage referrals to the WIC Program.

Activity 2: Designate an Outreach Coordinator and annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.

Deliverables

- A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.
- B. Conduct ongoing outreach activities and the approved Annual Public Outreach Announcement (APOA). Keep documentation of how and where the APOA was conducted. Refer to Exhibit A, SOW, Provision 8.6.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide Technical Assistance (TA) to WIC authorized vendors.

Activities to Support the Objective

Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training(s) to WIC local agency staff on the two Code of Conduct trainings: Conflict-of-Interest and Confidentiality.

Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, TA visits.

Activity 3: Attend CDPH/WIC Division conducted LVL training(s) as directed.

Activity 4: Attend a CDPH/WIC Division conducted vendor training at least once within the period of the contract.

Deliverables

- A. Assist the Contractor's Training Coordinator to ensure that both the Conflict-of-Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict-of-Interest statement.
- C. Meet a minimum 90 percent performance standard of vendor on-site visits completed for each assigned vendor three times during the FFY, which begins October 1.
- D. Document results of every WIC authorized vendor on-site visit using the CDPH/WIC Division LVL reporting process.
- E. Provide WIC Program information and referrals to vendors upon request.
- F. Conduct On-site Preauthorization Visits (OPV) on an as-needed basis.
- G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 7: Staff Training:

Objective: The Contractor shall provide training(s) to develop skills and abilities for WIC employees to provide WIC Program services.

Activities to Support the Objective

Activity 1: Staff Training Coordinator will develop a Staff Training Plan annually to ensure that all WIC Policies, Nutrition Services Plan (NSP) goals and objectives, and WIC Information Notice (WIN) training requirements are completed.

Activity 2: Staff Training Coordinator will ensure that trainings are completed within designated timeframes.

Activity 3: Staff Training Coordinator will ensure that completed staff trainings are documented.

Deliverables

- A. Staff Training Plan will include a proposed training schedule, method, and trainer(s). The Training Plan must describe how make-up training(s) will take place for staff that missed scheduled training(s). Staff Training Plan training(s) must be based on a topics identified by a needs assessment.
- B. Training documentation will include, at a minimum, date(s) of training, location(s), subject matter and training completion records.
- C. Training related sections of the annual NSP, as applicable.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 8: Farmers' Market Nutrition Program (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using WIC WISE; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

Activities to Support the Objective

Activity 1: Issue WIC FMNP food benefits via a FMNP booklet, to eligible participants based on established distribution protocol.

Activity 2: Provide nutrition education that discusses the benefits of fruits and vegetables to FMNP food benefit recipients and document in WIC WISE.

Activity 3: Provide instructions and information to FMNP recipients on the proper use of the FMNP booklet and locations where it may be used.

Activity 4: Designate an FMNP Local Agency Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP booklets assigned to the WIC local agency by the CDPH/WIC Division.

Deliverables

- A. Prior to season start up, the Contractor shall submit an FMNP Season Start-Up Package that includes the following components:
 - 1. Name and contact information of the WIC local agency's FMNP Local Agency Coordinator;
 - 2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
 - 3. Instructional guidance for FMNP recipients on how to use the FMNP booklets;
 - 4. Plan for providing an in-service training to WIC local agency staff on FMNP procedures;
 - 5. A printed list or explanation of the method(s) used to inform FMNP recipients where to use FMNP booklets; and
 - 6. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.
- B. The Contractor shall document nutrition education contacts in WIC WISE for all FMNP benefit recipients.
- C. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.
- D. The Contractor shall submit by December 31 each year, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP booklets assigned to the WIC local agency for distribution from May to September of the same calendar year.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 9: Breastfeeding Peer Counseling (BFPC) Program – (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall perform all the work required to administer and provide mother-to-mother breastfeeding support services to WIC mothers following United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) WIC Breastfeeding Model Components for Peer Counseling.

Activities to Support the Objective

Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.

Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.

Activity 3: Provide regular supervision and monitoring of peer counselors.

Deliverables

- A. A written process for referring participants who would most benefit from mother-to-mother breastfeeding support to the WIC BFPC Program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
- B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high-risk issues outside of their scope of practice to the International Board-Certified Lactation Consultant (IBCLC).
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC Designated Breastfeeding Expert, are documented in the Peer Counseling Database (PCDB) and/or WIC WISE.
- D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual-funded staff performing BFPC related duties.

**Exhibit A, Attachment I
Statement of Work
Services to be Performed**

Task 10: Regional Breastfeeding Liaison Program (only applies to the Contractors receiving funds for this project):

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency's RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective

Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to promote WIC Program services, including WIC breastfeeding support services, within their community or region by establishing/fostering relationships with community stakeholders who reach WIC eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, Maternal, Child and Adolescent Health (MCAH) Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).

Activity 2: The RBL will work with healthcare providers, hospitals, employers, and community partners within their region to improve their understanding of breastfeeding, WIC's role as a breastfeeding resource, and to increase referrals to the WIC Program.

Deliverables

- A. The Contractor shall develop a RBL Plan-of-Action using the CDPH/WIC Division's RBL Action Plan template.
- B. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by the CDPH/WIC RBL Program staff.
- C. The RBL shall provide activity updates to the WIC Director(s) at the contracting agency each quarter or as required by the CDPH/WIC Division.
- D. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.
- D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.
- E. Invoices shall:
 - 1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.
 - 2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.
- F. Amounts Payable
The amounts payable under this Agreement shall not exceed:
\$ 1,342,437.00 for the budget period of 10/01/2022 through 09/30/2025.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. Final undisputed invoice(s) shall be submitted for payment no more than 45 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit H)**" at the end of the Contract Term.

5. Allowable Line-Item Shifts

- A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.
- B. The one hundred thousand (\$100,000) maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with cost-of-living indexes. Said adjustments shall not require a formal Agreement Amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum.
- C. Line-item shifts meeting these criteria shall not require a formal Agreement Amendment.
- D. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval to line-item shifts.
- E. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

6. Expense Allowability/Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because the invoice detail, fiscal records, or back-up documentation is non-existent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

7. Recovery of Overpayments

- A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the CDPH/WIC Division by one of the following options:
 - 1) The Contractor's remittance to the CDPH/WIC Division of the full amount of the audit exception within 30 days following the CDPH/WIC Division's request for repayment;
 - 2) A repayment schedule which is agreeable to both the CDPH/WIC Division and the Contractor.
- B. The CDPH/WIC Division reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the CDPH/WIC Division, in writing, of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the CDPH/WIC Division's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to the CDPH/WIC Division, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the CDPH/WIC Division's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior written authorization from the CDPH/WIC Division. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

9. Additional Invoicing Requirements

- A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.
- B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.
- C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Exhibit B
Budget Detail and Payment Provisions

- D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.
- E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.
- F. The Contractor shall submit the following with each invoice packet:
- 1) The signed completed invoice
 - 2) The corresponding NSA Operating Expenses Worksheet
 - 3) The NSA Operating Expenses Master Summary Worksheet
- G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.
- H. Year-End Requirements:
- 1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15th, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.
 - 2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1st, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year-End Supplemental Invoice.
 - 3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: <https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation>.
 - 4) The Contractor shall submit a completed copy of the RAE packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

**Exhibit B, Attachment I
Budget Detail
October 1, 2022 - September 30, 2025**

| PERSONNEL | Exhibit A, SOW 8 | Exhibit A, Attach I | Minimum Base Annual Salary | Maximum Base Annual Salary | Year 1 10/1/2022 - 9/30/2023 | | Year 2 10/1/2023 - 9/30/2024 | | Year 3 10/1/2024 - 9/30/2025 | | Total |
|--|-------------------------|----------------------------|----------------------------|----------------------------|---------------------------------|------------------------|---------------------------------|------------------------|---------------------------------|------------------------|---------------------|
| | | | | | FTE | Budgeted Amount | FTE | Budgeted Amount | FTE | Budgeted Amount | |
| Office Tech III | 12-15,19 | | 50,208 | 61,092 | 0.05 | 2,870 | 0.05 | 2,870 | 0.05 | 2,870 | 8,610 |
| Office Clerk ① | 1,7,12 | 1,5 | 38,916 | 47,280 | 0.05 | 2,612 | 0.05 | 2,612 | 0.05 | 2,612 | 7,836 |
| Registered Dietician ② | 1,3,5-8,10,12 | 1-5,7 | 65,184 | 79,248 | 0.78 | 65,034 | 0.78 | 65,034 | 0.78 | 65,034 | 195,102 |
| WIC Nutrition Assistant ① | 1,5,7,8,10,12 | 1-5 | 53,868 | 65,568 | 1.00 | 63,620 | 1.00 | 63,620 | 1.00 | 63,620 | 190,860 |
| WIC Director ② | 1-15,17,18,20-22 | 1-7 | 75,108 | 91,356 | 0.60 | 54,966 | 0.60 | 54,966 | 0.60 | 54,966 | 164,898 |
| WIC Nutrition Assistant | 1,5,7,8,10,12 | 1-5 | 53,868 | 65,568 | 0.40 | 25,448 | 0.40 | 25,448 | 0.40 | 25,448 | 76,344 |
| Public Health and Prevention Deputy Director ② | 2,11-18,21,22 | | 91,332 | 110,976 | 0.05 | 5,838 | 0.05 | 5,838 | 0.05 | 5,838 | 17,514 |
| Health and Human Services Specialist ① | 1,7,12 | 1,5 | 43,668 | 53,052 | 0.05 | 2,533 | 0.05 | 2,533 | 0.05 | 2,533 | 7,599 |
| Administrative Analyst | 12-15,19 | | 62,160 | 75,504 | 0.03 | 1,891 | 0.03 | 1,891 | 0.03 | 1,891 | 5,673 |
| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| Overtime ③ | | | | | | | | | | | - |
| Salaries and Wages | | | | | | 224,812 | | 224,812 | | 224,812 | 674,436 |
| Total FTE | | | | | 3.01 | | 3.01 | | 3.01 | | |
| Fringe Benefits ④ | | | | | Percent | Budgeted Amount | Percent | Budgeted Amount | Percent | Budgeted Amount | Total |
| | | | | | 65.54000% | 147,341 | 65.54000% | 147,341 | 65.54000% | 147,341 | 442,023 |
| TOTAL PERSONNEL (paid by State WIC contract) | | | | | | 372,153 | | 372,153 | | 372,153 | 1,116,459 |
| Total In-Kind for Personnel ⑫ | | | | | | | | | | | - |
| OPERATING | Exhibit A, SOW 8 | Exhibit A, Attach I | | | | Budgeted Amount | | Budgeted Amount | | Budgeted Amount | Total |
| General Expenses ⑤ | 5-7,17-21,23 | 1-10 | | | | 14,505 | | 14,505 | | 14,505 | 43,515 |
| Travel ⑥ | 8 | 1-10 | | | | 8,500 | | 8,500 | | 8,500 | 25,500 |
| Training | 4,5,7,17,21,23 | 1-10 | | | | 1,500 | | 1,500 | | 1,500 | 4,500 |
| Outreach/Media/Promotion | 17 | 1-10 | | | | 2,611 | | 2,611 | | 2,611 | 7,833 |
| Facility Costs (see Exhibit B, Attach II for breakdown) ⑦ | 11,23 | 1-10 | | | | 15,180 | | 15,180 | | 15,180 | 45,540 |
| TOTAL OPERATING (paid by State WIC contract) | | | | | | 42,296 | | 42,296 | | 42,296 | 126,888 |
| Total In-Kind for Operating ⑫ | | | | | | | | | | | - |
| CAPITAL EXPENDITURES ⑧ (Unit Cost of \$5,000 or More) | Exhibit A, SOW 8 | Exhibit A, Attach I | | | | Budgeted Amount | | Budgeted Amount | | Budgeted Amount | Total |
| Equipment ⑨ | 6,17,18,20,21 | 1-10 | | | | | | | | | - |
| Vehicles ⑩ | 8,17-19 | 1-10 | | | | | | | | | - |
| TOTAL CAPITAL EXPENDITURES (paid by State WIC contract) | | | | | | - | | - | | - | - |
| Total In-Kind for Capital Expenditures ⑫ | | | | | | | | | | | - |
| OTHER COSTS ⑪ | Exhibit A, SOW 8 | Exhibit A, Attach I | | | | Budgeted Amount | | Budgeted Amount | | Budgeted Amount | Total |
| | | | | | | | | | | | - |
| | | | | | | | | | | | - |
| TOTAL OTHER COSTS (paid by State WIC contract) | | | | | | - | | - | | - | - |
| Total In-Kind for Other Costs ⑫ | | | | | | | | | | | - |
| INDIRECT | | | | | Percent | Budgeted Amount | Percent | Budgeted Amount | Percent | Budgeted Amount | Total |
| Total Personnel Costs | | | | | 8.87540% | 33,030 | 8.87540% | 33,030 | 8.87540% | 33,030 | 99,090 |
| TOTAL INDIRECT (paid by State WIC contract) | | | | | | 33,030 | | 33,030 | | 33,030 | 99,090 |
| Total In-Kind for Indirect ⑫ | | | | | | | | | | | 90,837 |
| TOTAL BUDGET (paid by State WIC contract) | | | | | | \$ 447,479 | | \$ 447,479 | | \$ 447,479 | \$ 1,342,437 |
| Total In-Kind for All Budget Line-Items ⑫ | | | | | | \$ 30,279 | | \$ 30,279 | | \$ 30,279 | 90,837 |

Contract Year:

Contract Amount:

Funding Changes:

Checks/Balances:

| | Year 1 | Year 2 | Year 3 |
|----|---------|---------|---------|
| \$ | 447,479 | 447,479 | 447,479 |
| \$ | - | - | - |
| \$ | - | - | - |

*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⑤ General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⑦ Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.

⑧ Capital Expenditures - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⑨ Equipment - Include telephone systems, information technology equipment, photocopy machines, etc.

⑩ Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.

⑪ Other Costs - List the subcontractor's name and brief description of services provided.

⑫ In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

**Exhibit B, Attachment II
Facility Costs
October 1, 2022 - September 30, 2025**

| Total Facility Costs: | | | | Year 1 Total | | Year 2 Total | | Year 3 Total |
|--|--|----------------------|------------------------------|--------------------------|------------------------------|--------------------------|------------------------------|--------------------------|
| \$ 45,540 | | | | \$ 15,180 | | \$ 15,180 | | \$ 15,180 |
| Site Street Address, City, State & Zip Code | Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage) | Total Square Footage | Total Cost of Site Per Month | Total Site Cost Per Year | Total Cost of Site Per Month | Total Site Cost Per Year | Total Cost of Site Per Month | Total Site Cost Per Year |
| 1360 North Main Street Suite 203D Bishop, CA 93514 | Clinic Site | 428 | 1,265 | 15,180 | 1,265 | 15,180 | 1,265 | 15,180 |
| 310 Jackson Street Lone Pine, CA 93545 | Satellite site | 1821 | - | - | - | - | - | - |
| 405 Hot Springs Road, Tecopa, CA 92369 | Satellite site | 1140 | - | - | - | - | - | - |
| 155 E Market St. Independence, CA 93526 | Fiscal/Satellite site | 4285 | - | - | - | - | - | - |

Exhibit D
Special Terms and Conditions
(Rev 6/16)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

| | |
|--|---|
| 1. Procurement Rules | 11. Officials Not to Benefit |
| 2. Equipment Ownership / Inventory / Disposition | 12. Prohibited Use of State Funds for Software |
| 3. Subcontract Requirements | 13. Contract Uniformity (Fringe Benefit Allowability) |
| 4. Income Restrictions | 14. Cancellation |
| 5. Site Inspection | |
| 6. Intellectual Property Rights | |
| 7. Prior Approval of Training Seminars, Workshops or Conferences | |
| 8. Confidentiality of Information | |
| 9. Documents, Publications, and Written Reports | |
| 10. Dispute Resolution Process | |

Exhibit D Special Terms and Conditions

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

Exhibit D Special Terms and Conditions

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
 - d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
 - e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
 - f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
 - g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

Exhibit D Special Terms and Conditions

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state funds)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

Exhibit D
Special Terms and Conditions

d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

Exhibit D
Special Terms and Conditions

- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
- [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
- [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

Exhibit D Special Terms and Conditions

- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$5,000 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

Exhibit D Special Terms and Conditions

and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPH shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

Exhibit D
Special Terms and Conditions

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Lab Assays made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

Exhibit D Special Terms and Conditions

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or

Exhibit D Special Terms and Conditions

disseminated without prior written permission from the Department of Public Health.” This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH’s prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor’s or third-party’s Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor’s performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor’s performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor’s performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

Exhibit D
Special Terms and Conditions

- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

Exhibit D Special Terms and Conditions

settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

Exhibit D Special Terms and Conditions

written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along

Exhibit D Special Terms and Conditions

with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Exhibit D Special Terms and Conditions

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement.

Exhibit D Special Terms and Conditions

Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

Exhibit D
Special Terms and Conditions

- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

The following documents and any subsequent updates are not attached to this Agreement but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the California Department of Public Health Women, Infants and Children (CDPH/WIC) Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

- 1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246?toc=1>].
- 2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [<https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf>], and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [<https://www.fns.usda.gov/wic/policy>].
- 4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> & <https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400>].

B. The following applicable State laws and regulations:

- 1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 – 123355 [https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAE&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)&bhcp=1](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1)].
- 2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [<https://law.justia.com/codes/california/2020/code-hsc/division-106/part-2/chapter-1/article-2/section-123279/>]; and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).
- 3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>].

Exhibit E
Additional Provisions

- C. The following applicable CDPH/WIC Division administrative rules, policies, and procedures:
- 1) The WIC Policy and Procedure Manual (WPPM) located on the CDPH/WIC Local Agency SharePoint Site under Policy [<https://partners.cdph.ca.gov/sites/LASS/>]. All updates issued as of the effective date of this Agreement, and any subsequent updates. This manual will be updated periodically by the CDPH/WIC Division, as required by program and/or Federal directives.
 - 2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor (e.g., a revision to the WPPM which may be conveyed via a WIC Information Notice and/or a WIC Director Call and its minutes).
 - 3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [<https://partners.cdph.ca.gov/sites/LASS/>]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.
 - 4) All documents submitted with the completed Contract Application.

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term - Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal - The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles - The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause - Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements - Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.
- 8) Use of Subcontractors - In the case of the Contractor's utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

Exhibit E
Additional Provisions

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability - The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) - The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) - The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) - The Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) - The Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - The Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E
Additional Provisions

3. Avoidance of Conflicts of Interest by the Contractor

- A. The CDPH/WIC Division intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, the CDPH/WIC Division reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the CDPH/WIC Division review and prior approval. The CDPH/WIC Division's policy for conflicts of interest, with which the Contractor must comply, is specified in WPPM 150-10.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If the CDPH/WIC Division is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the CDPH/WIC Division to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the CDPH/WIC Division and cannot be resolved to the satisfaction of the CDPH/WIC Division, the conflict will be grounds for terminating the contract. The CDPH/WIC Division may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Any costs (including legal costs) incurred as a result of a conflict of interest determined by the court or by the State shall be the responsibility of the Contractor.

4. Civil Rights Assurance

- A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.
- B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.

Exhibit E
Additional Provisions

- C. The Contractor must notify applicants and participants that:
- 1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.
 - 2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.
 - 3) Program information may be made available in languages other than English.
- D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:
- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410
 - 2) Fax: (202) 690-7442
 - 3) Email: program.intake@usda.gov
- E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of non-discrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.
- F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

5. Independent Research

- A. The Contractor shall submit a request for and receive written approval from the CDPH/WIC Division prior to conducting independent research or collaborating with an outside party, including a university or research institution, to conduct independent research collecting or using data from the CDPH/WIC Division (including WIC WISE and WRAD), WIC staff or participants. Independent Research includes research as well as the drafting or creation of articles, reports, and/or materials that are not necessary for the performance of the Agreement. Independent research is produced by the Contractor, subcontractor and/or outside entity using data from WIC that has been obtained directly from WIC participants, WIC staff, and/or WIC vendors through a variety of means including but not limited to surveys, focus groups, and interviews or indirectly using the CDPH/WIC Division authorized management information system, regardless of the funding source.
- B. The Contractor's research request must be approved in writing by the CDPH/WIC Division and all presentations and publications based on that research must be reviewed by the CDPH/WIC Division prior to publication, presentation, or distribution.

Exhibit E
Additional Provisions

- C. Paragraphs A. and B. of this provision address research studies conducted independently of the CDPH/WIC Division, and not potential research projects solicited and administered by the CDPH/WIC Division.
- D. The Contractor agrees that if WIC funds are used to perform the research, then the CDPH/WIC Division is the sole owner of the data that on which the research is based. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.
- E. The Contractor shall be responsible for ensuring that any independent research or collaboration comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

6. Special Projects

A. Contractor Requirements

- 1) Prior to initiating a special project, the Contractor must submit a written request for approval, as described in Provision 6.B., to the assigned Nutrition Consultant.
- 2) The Contractor shall not use WIC funds for, or incur WIC Program costs related to, a special project unless and until the Contractor receives written approval for the special project from the CDPH/WIC Division.
- 3) If the Contractor or its subcontractor(s) are currently administering a special project that has not been approved in writing by the CDPH/WIC Division, the Contractor must immediately submit a written request for approval, as described in Provision 6.B. The CDPH/WIC Division reserves the right, in its sole discretion, to require the Contractor or its subcontractor(s) to cease any and all actions or activities associated with a special project if the Contractor initiated the special project prior to receiving written approval from the CDPH/WIC Division, as described within this provision.
- 4) If there is any uncertainty on the part of the Contractor as to whether an activity, program, initiative, or task involving WIC funds, staff, participants, or applicants is a special project, the Contractor must immediately contact the assigned Nutrition Consultant for such a determination prior to beginning or continuing the activity, program, initiative, or task.
- 5) The Contractor shall be liable for any WIC funds or WIC Program costs associated with a special project that was not approved in writing by the CDPH/WIC Division, as described in this provision.

B. Written Requests for Approval

- 1) When seeking approval for a special project, the Contractor's written request must include:
 - a. A project proposal briefly describing the special project, including the proposed purpose, scope, duration, and estimated cost; and
 - b. If applicable, the associated Request for Proposals (RFP); and
 - c. If applicable, any drafts of instructions, agreements, or public-facing communications or materials associated with the special project.

Exhibit E
Additional Provisions

- 2) The written request may also include other materials that are relevant to the special project, as determined by the Contractor.
- 3) The CDPH/WIC Division may require that the Contractor provide additional documentation as needed to process the request.
- 4) The CDPH/WIC Division shall issue its decision as to whether to approve the Contractor's request in writing. Any oral communications about a special project between the parties or their staff shall not be binding and shall not constitute approval of a special project.

C. Written Materials Related to Special Projects

The Contractor must provide all written documents, reports, presentations, and publications based on, related to, or arising from a special project to the assigned Nutrition Consultant for review and approval prior to sharing, disseminating, or distributing such materials to any persons or entities other than the parties to this Agreement.

D. Allowable Program Costs

The Contractor agrees that any WIC funds expended for purposes of a special project must be for costs that are allowable pursuant to 7 CFR, Part 246.14 (and the authorities cited therein), any guidance or directives from USDA, the WPPM 1000-05 and the Allowable Cost Table, located on the CDPH/WIC Local Agency SharePoint Site under Contract Administration/Resources [<https://partners.cdph.ca.gov/sites/LASS>].

E. WIC Confidentiality

The Contractor shall be responsible for ensuring that any special projects, including community collaborations, comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, "agreement", "contract", "contract agreement", "Contractor" and "Subcontractor" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next

tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

| | | |
|---|---|--|
| <p>1. Type of Federal Action: [] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>2. Status of Federal Action: [] a. bid/offer/application b. initial award c. post-award</p> | <p>3. Report Type: [] a. initial filing b. material change For Material Change Only: Year ____ quarter ____ date of last report ____.</p> |
| <p>4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, If known:</p> | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:</p> | |
| <p>6. Federal Department/Agency</p> | <p>7. Federal Program Name/Description: CDFA Number, if applicable: _____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known: \$</p> | |
| <p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p> | <p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p> | |
| <p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p> | <p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p> | |
| <p>Federal Use Only</p> | | <p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p> |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to the Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.)

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and the Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between the Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements the Contractor is obligated to follow with respect to CDPH PCI disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on behalf of CDPH, pursuant to the Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between the Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

“Breach” means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the Contractor. Good faith acquisition of personal information by an employee or agent of the Contractor for the purposes of the

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Contractor is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

- B. Confidential Information: “Confidential information” means:
1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);
 2. information that does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 3. information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or
 3. any information about a vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status; or
 4. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between the Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with the Contractor’s system operations in an information technology system, that negatively impacts

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. The Contractor shall limit access to CDPH PCI to only those employees, agents, and subcontractors CDPH WIC has determined have a need to know the CDPH PCI in order to perform the Contractor's obligations under its agreement with CDPH WIC. Disclosure of CDPH PCI to any other party or individual including the Contractor's employees, agents, and subcontractors, is unauthorized.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under the Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. The Contractor shall provide CDPH with the Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of the Contractor's obligations under the Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. The Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: The Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under the Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by the Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. The Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

The Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, the Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, the Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, The Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

**Exhibit G
 Information Privacy and Security Requirements
 (For CDPH WIC Contracts)**

| CDPH Program Contract Manager | CDPH Privacy Officer | CDPH Chief Information Security Officer | CDPH OLS Contact for Third Party Information Requests |
|--|--|--|---|
| See Scope of Work for Program Contract Manager | Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634 | Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016 | Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Telephone: (916) 558-1710 |

XII. Documentation of Disclosures for Requests for Accounting: The Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between the Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

The Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of the Contractor to monitor

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

compliance with this Exhibit. The Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between the Contractor and CDPH for any reason, the Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, the Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, the Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between the Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCI to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: The Contractor's obligations under this Exhibit shall continue until the Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between the Contractor and CDPH, the Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If the Contractor elects to destroy the CDPH PCI, the Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself and any subcontractors, workforce employees or agents assisting the Contractor in the performance of its obligations under the agreement between the Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where the Contractor or its subcontractor, workforce employee or agent is a named adverse party.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If the Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of the Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between the Contractor and CDPH.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, the Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

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

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

3. Audit Controls

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

4. Business Continuity / Disaster Recovery Controls

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

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 22-10253 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **Invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Inyo

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

| | |
|-------------------------------------|-------------------|
| Proposer/Bidder Firm Name (Printed) | Federal ID Number |
|-------------------------------------|-------------------|

By (Authorized Signature)

Printed Name and Title of Person Signing

| | |
|---------------------------|--------------------------|
| Executed in the County of | Executed in the State of |
|---------------------------|--------------------------|

Date Executed

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|-------------------------------------|---|
| AGREEMENT NUMBER 22-10253 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-------------------------------------|---|

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

CONTRACTING AGENCY NAME
California Department of Public Health

CONTRACTOR NAME
County of Inyo

2. The term of this Agreement is:

START DATE
October 1, 2022

THROUGH END DATE
September 30, 2025

3. The maximum amount of this Agreement is:

\$ 1,342,437.00 One Million Three Hundred Forty-Two Thousand Four Hundred Thirty-Seven Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|----------------------|---|-------|
| Exhibit A | Scope of Work | 19 |
| Attachment I | Statement of Work, Services to be Performed | 10 |
| Exhibit B | Budget Detail and Payment Provisions | 4 |
| + - Attachment I | Budget Detail | 1 |
| + - Attachment II | Facility Costs | 1 |
| + - Exhibit C * | General Terms and Conditions | GTC |
| + - Exhibit D | Special Terms and Conditions | 18 |
| + - Exhibit E | Additional Provisions | 7 |
| + - Exhibit F | Federal Terms and Conditions | 8 |
| + - Exhibit G | Information Privacy and Security Requirements | 13 |
| + - Exhibit H | Contract Release | 1 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

| | | | |
|--|----------------------|-------------|--------------|
| CONTRACTOR BUSINESS ADDRESS P.O. Drawer H | CITY Independence | STATE CA | ZIP 93526 |
|--|----------------------|-------------|--------------|

| | |
|--|--|
| PRINTED NAME OF PERSON SIGNING Marilyn Mann | TITLE Director, Department of Health & Human Services |
|--|--|

| | |
|---------------------------------|-------------|
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED |
|---------------------------------|-------------|

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------------------|---|
| AGREEMENT NUMBER 22-10253 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------------------|---|

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: September 20, 2022

FROM: Genoa Meneses

SUBJECT: Agreement between Inyo County Health and Human Services, California Department of Public Health (CDPH), California Reportable Disease Information Exchange (CalREDIE), and California Connected COVID-19 Contact Tracing (CalCONNECT).

RECOMMENDED ACTION:

Request Board approve the updated System Data Use and Disclosure Agreements between County of Inyo Health and Human Services, California Department of Public Health (CDPH), California Reportable Disease Information Exchange (CalREDIE), and California Connected COVID-19 Contact Tracing (CalCONNECT) for the purpose of the reporting compliance and receipt and use of information associated with monitoring reportable disease in compliance with the California Code of Regulations (CCR) Title 17 Section 2500, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

The California Reportable Disease Information Exchange (CalREDIE) is a secure system that the California Department of Public Health (CDPH) has implemented for electronic disease reporting and surveillance. Specified diseases and conditions are mandated by State laws and regulations to be reported by healthcare providers and laboratories to the public health authorities. The purpose of CalREDIE is to improve the efficiency of surveillance activities and the early detection of public health events through the collection of complete and timely surveillance information on a state-wide basis. This allows for 24/7/365 reporting and receipt of notifiable conditions. Local Health Departments (LHDs) and CDPH have access to disease and laboratory reports in near real-time for disease surveillance, public health investigation, and case management activities. The CalREDIE Monkeypox (MPX) Cross-Jurisdictional Data Sharing Authorization will allow Inyo County Public Health to authorize and participate in MPX cross-jurisdictional data sharing (i.e. Shared Jurisdiction) for the purpose of disease control.

California Connected (CalCONNECT), is the state's comprehensive web-based contact tracing program to improve the effectiveness of disease surveillance activities. As part of California Connected, public health workers can connect with individuals who test positive for COVID-19, and now Monkeypox, as part of contact tracing people they have been in close contact with, to ensure they isolate or quarantine from the community if necessary, have access to confidential testing, as well as medical care and other services to help prevent the spread of the virus.

The Department of Health and Human Services, Public Health Division is respectfully requesting your Board's approval of the updated CalREDIE Data Use Agreement and CalREDIE Monkeypox (MPX) Cross-Jurisdictional Data Sharing Authorization form with the California Department of Public Health.

BACKGROUND/HISTORY OF BOARD ACTIONS:

A CalCONNECT Data Use Agreement and CalREDIE Cross-Jurisdictional Data Sharing Authorization has been brought to your board before. These updated documents expand the agreement to include the data necessary for Monkeypox case investigation, disease prevention, and surveillance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve these agreements, therefore terminating Inyo County Health and Human Services' ability to receive, use, and disclose CalREDIE and CalCONNECT data necessary in case investigation, disease prevention, and surveillance.

OTHER AGENCY INVOLVEMENT:

California Department of Public Health

FINANCING:

There are no fees associated with this agreement.

ATTACHMENTS:

1. CalCONNECT Data Use and Disclosure Agreement
2. CalREDIE Monkeypox Cross-Jurisdictional Data Sharing Authorization Form

APPROVALS:

| | |
|--------------------|-------------------------------|
| Genoa Meneses | Created/Initiated - 8/30/2022 |
| Darcy Ellis | Approved - 8/30/2022 |
| Anna Scott | Approved - 8/31/2022 |
| Stephanie Tanksley | Approved - 9/1/2022 |
| Melissa Best-Baker | Approved - 9/1/2022 |
| Marilyn Mann | Approved - 9/6/2022 |
| John Vallejo | Approved - 9/6/2022 |
| Marilyn Mann | Final Approval - 9/6/2022 |

CalCONNECT System for California Connected Data Use and Disclosure Agreement

This CalCONNECT System (“CalCONNECT”) Data Use and Disclosure Agreement (“Agreement”) for the California Connected Program sets forth the information privacy and security requirements that The **Inyo County – Health & Human Services, Public Health Division** (“Participant”), and the California Department of Public Health (“CDPH”) are obligated to follow with respect to all CalCONNECT Data (as defined herein) collected or created within the CalCONNECT System. Participant will have access to the CalCONNECT System managed by CDPH and will use it for surveillance and control of Contagious, Infectious, Communicable or Reportable Diseases and Conditions (as defined herein) in **the County of Inyo**. By entering into this Agreement, CDPH and Participant agree to protect the privacy and provide for the security of all CalCONNECT Data in compliance with all state and federal laws applicable to the CalCONNECT Data. Permission to receive, use and disclose CalCONNECT Data requires execution of this Agreement that describes the terms, conditions, and limitations of Participant’s collection, use, and disclosure of the CalCONNECT Data.

I. Supersession: This Agreement supersedes any prior CalCONNECT Agreement between CDPH and Participant.

II. Definitions: For purposes of this Agreement, the following definitions shall apply:

A. Breach: “Breach” means:

1. the acquisition, access, use, or disclosure of CalCONNECT Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, “compromises the privacy, security or integrity of the information” means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
2. the same as the definition of “breach of the security of the system” set forth in California Civil Code section 1798.29, subdivision (f). The “system” referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the CalCONNECT System only.

B. CalCONNECT System Data: “CalCONNECT System Data” means data in the CalCONNECT System including demographic, epidemiologic (including clinical information, risk factor information, exposure information, information on Cases and Contacts, inclusive of long term conditions which they may be experiencing and laboratory test result information), as well as administrative information on Contagious, Infectious, Communicable or Reportable Diseases and Conditions collected for contact tracing, case investigation, and for examining the causes of the communicable diseases and conditions, to ascertain the nature of the disease or condition and to prevent its spread.

1. CalCONNECT Data specifically includes information contained in or derived from the following:
 - a. California Reportable Disease Information Exchange (CalREDIE) System, which includes:
 - i. Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations CCR sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.
 - ii. Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 - 2643.20.
 - iii. Communicable Disease Control Report Forms (required for specific diseases and conditions that are mandated by state laws and regulations to be reported by healthcare providers and laboratories to local health officers), including cases of the Contagious, Infectious, Communicable or Reportable Diseases and Conditions.
 - b. California Connected Activities, may include:
 - i. Demographic data of Cases and Contacts;
 - ii. Information obtained through interviews with Cases and Contacts, including but not limited to, self-reported health information, long term symptoms, demographic information, location and location history information, risk factor information, laboratory test results, and other personal information as defined by Civil Code section 1798.3; and
 - iii. Records of communications with Cases and Contacts which contain personal information as defined by Civil Code section 1798.3, including but not limited to, phone call recordings, SMS (text) messages, call logs, and tracking sheets.
2. CalCONNECT Data specifically excludes the following information:
 - a. Mental Health Information unrelated to the Contagious, Infectious, Communicable or Reportable Diseases and Conditions being monitored;
 - b. California Supplemental Pay Sick Leave (“CSPSL”) aka (“Backpay”);
 - c. Sincerely held religious beliefs, practices, or observances which include moral or ethical beliefs, and

- d. Political, sociological, or philosophical views affiliated with any individual.
- C. California Connected: “California Connected” means the State of California program launched in May 2020 for Contact Tracing, Communicable or Reportable Disease surveillance and response, which was expanded to include Contagious, Infectious, Communicable or Reportable Diseases and Conditions and public awareness related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions.
- D. “Contagious, Infectious, Communicable or Reportable Diseases and Conditions” means:
 - 1. the same definition as set forth in Title 17 of the CCR section 2500 subsection (8), “... an illness due to a specific microbiological or parasitic agent or its toxic products which arises through transmission of that agent or its products from an infected person, animal, or inanimate reservoir to a susceptible host, either directly or indirectly through an intermediate plant or animal host, vector, or the inanimate environment;”
 - 2. the diseases listed in Title 17 of the CCR section 2502 subsection (b);
 - 3. the reportable conditions listed in Title 17 of the CCR section 2505 which requires labs to report laboratory testing results, including molecular and pathologic results, suggestive of diseases of public health importance; and
 - 4. Contagious, Infectious, Communicable or Reportable diseases and conditions indicated by a local health officer to CDPH, for which CDPH has determined will qualify under this category, permitting CDPH to take measures as necessary to ascertain the nature of the disease or condition and prevent its spread under HSC section 120140.
- E. Contact Tracing: “Contact Tracing” means the process of tracking Contagious, Infectious, Communicable or Reportable Diseases and Conditions as it spreads from person to person with the goal of halting transmission.
- F. Cases: “Cases” means persons with a suspected or confirmed case, or a person who has been exposed to an animal with a suspected or confirmed case of a Contagious, Infectious, Communicable or Reportable Diseases and Conditions under investigation in California.
- G. Contacts: “Contacts” means persons in California who may have been in contact with, interacted with or were otherwise exposed to a Case.
- H. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information obtained from the CalCONNECT system, related to any individual containing Personal Identifying Information (“PII”) or Personal Health Information (“PHI”).
- I. Security Incident: “Security Incident” means:

1. an attempted breach;
2. the attempted or successful modification or destruction of CalCONNECT Data in the CalCONNECT System, in violation of any state or federal law or in a manner not permitted under this Agreement; or
3. the attempted or successful modification or destruction of, or interference with, system operations in the CalCONNECT System that negatively impacts the confidentiality, availability or integrity of CalCONNECT Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of CalCONNECT Data in the CalCONNECT System.

J. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information for any purposes including publication. Please note this list is not exhaustive.

K. Workforce Member: “Workforce Member” means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.

L. [Reserved.]

III. Background and Purpose: The CalCONNECT System is an online database that maintains information, originally collected by local health department or CDPH staff or their agents, related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions. It was initially established in response to the 2020 worldwide outbreak of COVID-19; and has since been expanded for use to collect information on any Contagious, Infectious, Communicable or Reportable Diseases and Conditions that CDPH wishes to take measures as necessary on to ascertain the nature of the disease and prevent its spread. The purpose of this database is to improve the efficiency of disease surveillance and response activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state-wide basis. CalCONNECT is a secure, web-based electronic solution for state departments and local health departments to maintain information to allow them to interview Cases and Contacts, identify the individuals they have interacted with collect their conditions and symptoms and notify those contacts to evaluate whether they need to isolate or quarantine or whether any additional measures are necessary or appropriate. CalCONNECT is an integral part of the overall California public health response strategy to Contagious, Infectious, Communicable or Reportable Diseases and Conditions as a database resource to adequately implement statewide contact tracing through both state departments and local health departments.

IV. Legal Authority for Collection, Use and Disclosure of CalCONNECT Data: The legal authority for CDPH and Participant to collect, use and disclose CalCONNECT Data is set forth in Attachment A, which is made part of this Agreement by this reference.

V. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Authority:

A. CDPH and CalCONNECT HIPAA Status: CDPH is a “hybrid entity” for purposes of

applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule") (45 C.F.R. Parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d - 1320d-8) (as amended by Subtitle D Privacy, of the Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111-5, 123 Stat. 265-66)). The CalCONNECT System has not been designated by the CDPH as, and is not, one of the HIPAA-covered "health care components" of CDPH. (45 C.F.R. § 164.105 (a)(2)(i)(B).) The legal basis for this determination is as follows:

1. The CalCONNECT System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of "covered entity")); and
 2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in Attachment A];
- B. Parties Are "Public Health Authorities":** CDPH and Participant are each a "public health authority" as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)
- C. CalCONNECT Data Use and Disclosure Permitted by HIPAA:** To the extent a disclosure or use of CalCONNECT Data may also be considered a disclosure or use of "Protected Health Information" (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such CalCONNECT Data disclosure and/or use by CDPH and Participant, without the consent or authorization of the individual who is the subject of the PHI:
1. HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A];
 2. A covered entity may disclose PHI to a "public health authority" carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b).);
 3. A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law." (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a) (1).) and,

4. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific CalCONNECT Data uses and disclosures.

D. No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant: This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, Part 160.103 (definition of “business associate”). The basis for this determination is Section 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.

VI. Permitted Disclosures: The Participant acknowledges that once data is entered into the CalCONNECT System, the Participant and its workforce members and agents shall safeguard the CalCONNECT Data to which they have access from unauthorized disclosure. The Participant, and its workforce members and agents, shall not access or disclose any CalCONNECT Data for any purpose other than carrying out the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. When Cases and Contacts cross into another county's jurisdiction, the Participant shall be permitted to disclose CalCONNECT Data with the local health department of that county's jurisdiction. Any such disclosure of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law. Requests for release of data through generated reports created by CDPH will be disclosed to Participant when permissible. Otherwise, the Participant acknowledges the necessity of safeguarding the CalCONNECT Data in accordance with state and federal laws.

Should any additional disclosures not already addressed in this section, be requested by the Participant or its workforce members and agents, these requests must be presented to the California Connected Program and will require the approval of the Office of Legal Services at CDPH prior to any disclosure.

VII. Permitted Use: The Participant, and its workforce members and agents, shall safeguard the CalCONNECT Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any CalCONNECT Data for any purpose other than carrying out the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. Any other use is strictly prohibited. Any such use of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law. Participant shall collect no more than the minimum necessary amount of information necessary to perform its obligations as set forth in this Agreement. Further, should the Participant collect any CalCONNECT Data that may be protected by 42 CFR Part 2, a federal regulation that requires substance abuse disorder treatment providers to observe additional privacy and confidentiality restrictions with respect to patient records in the

CalCONNECT system, they must adhere to those stringent privacy protections which are more restrictive than HIPAA. Any and all violations may be grounds for removal from use of CalCONNECT at the election of CDPH.

VIII. Restricted Disclosures and Uses:

A. [Reserved.]

IX. Safeguards: Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CalCONNECT Data. The Participant shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Participant's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section X, Security, below. Participant shall provide CDPH with Participant's current and updated policies.

X. Security: The Participant shall take all steps necessary to ensure the continuous security of all computerized data systems containing CalCONNECT Data. These steps shall include, at a minimum:

A. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and

B. In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CalCONNECT Data from breaches and security incidents.

XI. Security Officer: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B, which is made a part of this Agreement by this reference.

XII. Training: The Participant shall provide training on its obligations under this Agreement, at its own expense, to all of its workforce members who assist in the performance of Participant's obligations under this Agreement, or otherwise use or disclose CalCONNECT Data.

A. The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name, the date on which the training was completed, and an agreement to comply with all applicable federal and state laws.

B. The Participant shall retain each workforce member's written certifications for CDPH

inspection for a period of three years following contract termination.

XIII. Workforce Member Discipline: Participant shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Participant workforce members under Participant's direct control who intentionally or negligently violate any provisions of this Agreement.

XIV. Participant Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Participant shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Agreement), **or within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CalCONNECT Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IT Service Desk at the telephone numbers listed in Section XIV(G), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of the Participant.

Participant shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the CalCONNECT System operating environment; and,
 2. any action pertaining to a breach required by applicable federal or state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach:** The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CalCONNECT Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CalCONNECT Data, or to whom it is known (or reasonably believed) to have

had the CalCONNECT Data improperly disclosed to them; and

3. a description of where the CalCONNECT Data is known or believed to have been improperly used or disclosed; and
 4. a description of the known or probable causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Participant is considered only a custodian and/or non-owner of the CalCONNECT Data, Participant shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve, in writing, the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s); or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to California Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the California Attorney General pursuant to the format., content and timeliness provisions of Section 1798.29, subdivision (e). Participant shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the California Attorney General.
- F. Public Statements: Participant shall cooperate with CDPH in developing content for any

public statements regarding Breaches or Security Incidents related to Participant and shall not provide any public statements without the express written permission of CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below.

- G. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

| CDPH Program Manager | CDPH Privacy Officer | CDPH Chief Information Security Officer (and CDPH IT Service Desk) |
|--|--|--|
| Ryan Murphy, PHD, MPH Epidemiology Unit Chief Email: ryan.murphy@cdph.ca.gov Telephone: (510) 620-6718 | Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, Suite 500 Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634 | Chief Information Security Officer Information Security Office – California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: IT Service Desk (800) 579-0874 |

XV. CDPH Breach and Security Incident Responsibilities: CDPH shall notify Participant immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement) that involves CalCONNECT Data that was created or collected by Participant in the CalCONNECT System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment B, which is made a part of this Agreement by this reference. For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.

- A. Participant Contact Information: To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment B. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves the right to make changes to

the contact information in Attachment B. Said changes shall not require an amendment to this Agreement.

XVI. Compliance with California Health and Safety Code Section 121022(h): CDPH and Participant shall comply, when required, with California Health and safety Code Section 121022, subdivision (h), which provides as follows: “Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. The department shall investigate any potential or actual breach of confidentiality of HIV-related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency.”

XVII. Term of Agreement: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for a period of three (3) years as agreed upon by the Parties, after the latest signature date in the signature block below. After three (3) years, this Agreement will expire, without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced written notice. CDPH may also terminate this Agreement pursuant to Section XVIII, below.

XVIII. Termination for Cause:

- A.** Termination Upon Breach: A breach by either party of any provision of this Agreement, as determined by CDPH or Participant, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH or Participant by providing written notice of such termination. At its sole discretion, CDPH or Participant may give the breaching party 30 days to cure the breach.
- B.** Judicial or Administrative Proceedings: CDPH and Participant shall notify the other party in writing if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if the other party is found guilty of a criminal violation related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if a finding or stipulation that the other party has violated any security or privacy laws is made in any administrative or civil proceeding in which the other party is a party or has been joined.

XIX. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CalCONNECT Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may

terminate this Agreement upon thirty (30) days written notice in the event:

- A. Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or
- B. Participant does not enter into an amendment providing assurances regarding the safeguarding of CalCONNECT Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CalCONNECT Data.

XX. Assistance in Litigation or Administrative Proceedings: Each party shall make itself and any workforce members or agents assisting in the performance of obligations under this Agreement available to the other party at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced based upon claimed violation of laws relating to security and privacy, which involve inactions or actions by CDPH or Participant, except where CDPH and Participant or their workforce members or agents are a named adverse party.

XXI. Disclaimer: CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant, is or will be secure from unauthorized use or disclosure. Participant is solely responsible for all decisions made by Participant regarding the safeguarding of CalCONNECT Data.

XXII. Transfer of Rights: Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.

XXIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.

XXIV. Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.

XXV. Survival: The respective rights and obligations of Participant under Sections IX, X, and XIV of this Agreement shall survive the termination or expiration of this Agreement.

XXVI. Attachments: The parties mutually agree that the following specified Attachments are part of this Agreement:

- A. Attachment A: State Law Authority for: (1) Use and Disclosure of CalCONNECT Data; and, (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).
- B. Attachment B: Participant Breach and Security Incident Contact Information.

XXVII. Entire Agreement: This Agreement, including all attachments, constitutes the entire agreement between CDPH and Participant. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.

XXVIII. Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

XXIX. Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.

XXX. Signatures:

IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of **Inyo County – Health & Human Services, Public Health Division (Participant)**, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.

Marilyn Mann, HHS Director
County of Inyo
1360 N. Main Street, Bishop CA 93514

Date

On behalf of CDPH, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Ryan Murphy, PhD MPH
Product Owner / Data Systems Manager
California Department of Public Health
850 Marina Bay Parkway, Building P Richmond
CA 94804

Date

Return Executed Agreement to: _____
Larissa.Juarez@cdph.ca.gov Larissa Juarez
Office of Legal Services California Department of Public Health

Attachment A

State Law Authority for Use and Disclosure of CDPH CalCONNECT Data; and Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).

A. Legal Authority:

1. California Information Practices Act:
 - a. California Civil Code section 1798.24, subdivision (i), provides in part as follows: “An agency shall not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the information is disclosed, as follows: Pursuant to a determination by the agency that maintains information that compelling circumstances exist that affect the health or safety of an individual....”
2. California Health and Safety Code section 101085
3. California Health and Safety Code section 120125
4. California Health and Safety Code section 120130
5. California Health and Safety Code section 120140
6. California Health and Safety Code sections 120175 & 120175.5
7. California Health and Safety Code sections 121022-121035
8. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 1, Reporting, Sections: 2500, 2502, and 2505
9. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 3.5, Reporting of HIV, Sub Article 4, Sections: 2641.5-2643.20

Attachment B

Participant Contact Information

The following contact information must be provided prior to execution of this Agreement.

| Participant Program Manager | Participant Privacy Officer | Participant Chief Information Security Officer |
|--|--|--|
| Genoa Meneses | Anna Scott | Scott Armstrong |
| Interim HHS Deputy Director – Public Health & Prevention | Assistant Director – Inyo County Department of Health & Human Services | Director – Inyo County Department of Information Services |
| 1360 N. Main Street | 1360 N. Main Street | PO Box 477 |
| Suite 203-C | Suite 201-A | |
| Bishop | Bishop | Independence |
| CA, 93514 | CA, 93514 | CA, 93526 |
| 760-873-7868 | 760-873-3305 | 760-878-0390 |
| 760-873-7800 | 760-873-6505 | IT Service Desk: 760-878-0245 |
| PHDeputyDirector@inyocounty.us | ascott@inyocounty.us | sarmstrong@inyocounty.us |

CalREDIE Monkeypox (MPX) Cross-Jurisdictional Data Sharing Authorization Form

1. Opt-in – To be completed by the Health Officer

Instructions: If your jurisdiction has already opted-in, please skip to Section 2.

I, _____, authorize _____ Department of Public Health data for the MPX disease conditions in CalREDIE to be shared with jurisdictions participating in MPX cross-jurisdictional data sharing (i.e. Shared Jurisdiction) for the purpose of disease control. Furthermore, I authorize the individuals listed below to access the Shared Disease data from the jurisdictions participating in cross-jurisdictional data sharing (i.e. Shared Jurisdiction).

2. Add MPX Shared Jurisdiction User(s)

Note: *Individuals must have a CalREDIE account authorization form on file.* If additional users are needed, submit them either on page 2 of this form or in a separate document (i.e., Excel).

Add:

| | | | |
|----|--------------|-------|--------|
| 1. | | | |
| | Name (Print) | Title | E-mail |
| 2. | | | |
| | Name (Print) | Title | E-mail |
| 3. | | | |
| | Name (Print) | Title | E-mail |
| 4. | | | |
| | Name (Print) | Title | E-mail |
| 5. | | | |
| | Name (Print) | Title | E-mail |
| 6. | | | |
| | Name (Print) | Title | E-mail |

3. Health Officer Approval

| | | |
|--------------|------------------|------|
| | | |
| Name (Print) | Name (Signature) | Date |



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: September 20, 2022

FROM: stephanie rubio

SUBJECT: Approval and Ratification of Fiscal Year 2022-2023 Tobacco Control Program Allocation Agreement

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and the California Department of Public Health for the provision of the local Tobacco Control Program, in an amount not to exceed \$300,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the HHS Director to sign Allocation Agreement CTCP-21-14 and Prospective Payment Invoices.

SUMMARY/JUSTIFICATION:

The 2022-2023 Fiscal Year represents year one of a 3-year contract between the California Tobacco Control Program (CTCP) and the County of Inyo, covering July 1, 2022 - June 30, 2025. The comprehensive 3-year plan for 2022-2025 incorporates additional tobacco tax funding, bringing the total allocation to \$300,00.00 for FY 2022-23, \$300,000.00 for FY 2023-24, and \$300,000.00 for FY 2024-25. The contract comes to your Board for ratification as it was received by the Department after the beginning of the fiscal year and delayed in routing due to internal delays.

The Scope of Work objectives under this contract include activities to support adult and youth coalitions, a retail objective that focuses on limiting tobacco-promoting influences and includes a required legislated policy (for example, establishing a minimum package or volume size for tobacco products), and a second policy objective focused on reducing exposure to secondhand smoke (for example, a policy that restricts smoking in entryways). The Scope of Work for Inyo also includes an optional cessation objective that will allow us to promote cessation materials and provide training and coordination with partner agencies.

The funds the County will receive will not be used to supplant existing funding and will be spent according to the budget approved by the California Department of Public Health. The signed "Acceptance of Allocation Agreement" serves as acceptance of the allocation for FY 2022-25 and acknowledges the conditions attached to the funds. The Comprehensive Tobacco Control Plan for FY 2022-2025 and the allocation agreement will end on June 30, 2023. Any remaining balances must be returned to the CDPH Cigarette and Tobacco Surtax Fund.

BACKGROUND/HISTORY OF BOARD ACTIONS:

n/a

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to ratify and approve this agreement, which would disallow Inyo County from accepting the funds for FY 22/23 and would make Inyo County noncompliant with Tobacco Control program requirements. If Inyo County is deemed noncompliant by CDPH, the State will fund another agency to administer the mandated Tobacco Control program in Inyo County.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools and individual school districts, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Mono County Public Health.

FINANCING:

State and Federal Funding for the local Tobacco Control Education Program is \$300,000. Funds are brought into individual trust accounts as required by CDPH (505117 & 505118) and later transferred into the Tobacco (640322) budget in State Grants (4498) to cover the expenses. No County General Funds.

ATTACHMENTS:

1. Acceptance of Allocation Agreement FY 22-23
2. Prospective Payment Invoices for Q1 and Q2, FY 22-23

APPROVALS:

| | |
|--------------------|-------------------------------|
| stephanie rubio | Created/Initiated - 8/25/2022 |
| Darcy Ellis | Approved - 8/25/2022 |
| stephanie rubio | Approved - 8/25/2022 |
| Sarah Downard | Approved - 8/25/2022 |
| Genoa Meneses | Approved - 8/30/2022 |
| Melissa Best-Baker | Approved - 9/1/2022 |
| Marilyn Mann | Approved - 9/2/2022 |
| John Vallejo | Approved - 9/2/2022 |
| Amy Shepherd | Approved - 9/2/2022 |
| Marilyn Mann | Final Approval - 9/6/2022 |



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

August 24, 2022

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

SUBJECT: PROGRAM LETTER 22-01
LLA ALLOCATION AGREEMENT FOR PROPOSITION 99 AND
PROPOSITION 56 FUNDS
FUNDING PERIOD: JULY 1, 2022 – JUNE 30, 2023

Purpose

Release the Acceptance of Allocation Agreement for
Fiscal Year 2022-2023

Effective Date

Immediately

Inclusions

1. Acceptance of Allocation Agreement for Fiscal Year 2022-2023
Funding Period: July 1, 2022 through June 30, 2023
2. Revised APPENDIX 2, California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2024/25 (Dated 8/5/2022) previously released in the 2022 - 2025 LOCAL LEAD AGENCY COMPREHENSIVE TOBACCO CONTROL PLAN GUIDELINES

Required Action

1. Please print, sign, and date the Acceptance of Allocation Agreement for Fiscal Year 2022-2023. The signature, on the Acceptance of Allocation Agreement, must match the official Agency Signatory identified in CTCP's Online Tobacco Information System (OTIS).

CDPH California Tobacco Control Program
MS 7206 • P.O. Box 997377 • Sacramento, CA 95899-7377
(916) 449-5500 • (916) 449-5505 FAX
Internet Address: www.cdph.ca.gov



2. Return the Acceptance of Allocation Agreement for Fiscal Year 2022-2023, bearing an original signature, to your assigned CTCP Procurement Manager (PM) electronically in a reply to the OTIS Communication Log Message titled "Local Lead Agency (LLA) FY 2022-2023 Acceptance of Allocation Agreement and 1st and 2nd Quarter Prospective Invoices (PPIs) for Proposition 56 and Proposition 99."

Why The Agreement is Needed

Signing the Acceptance of Allocation Agreement serves as acceptance of the allocation for Fiscal Year (FY) 2022-2023 and acknowledges the conditions attached to the funds. The California Department of Public Health (CDPH) does not require a Board of Supervisors Resolution for allocation agreements.

Please be advised, Prospective Payment Invoices (PPIs) cannot be processed for payment until CTCP receives the Acceptance of Allocation Agreement for FY 2022-2023, from your city/county/agency, bearing the original signature of the official Agency Signatory identified in OTIS.

Budget Information

The amount of Proposition 99 and Proposition 56 funds identified on the Acceptance of Allocation Agreement for FY 2022-2023 is based on the LLA Allocation Table listed on Appendix 2 (Dated 08/05/2022) for the FY 2022-2025 plan period.

Additional Information

During the plan period, LLA Project Directors will receive feedback from CTCP's:

Procurement Managers (PMs) who analyze the cost reports and spending patterns.

Program Consultants (PCs) who monitor the progress reports and associated percent deliverables to ensure adequate progress is being made toward completion of the Comprehensive Tobacco Control Plan for FY 2022-2025.

If it appears LLAs are not spending the allocations according to the negotiated budget/budget justification in a timely manner and/or are not making sufficient progress on plan activities, CTCP may withhold future PPIs.

Unspent balances must be returned to the CDPH/CTCP when the 2022-2025 Local Lead Agency Comprehensive Tobacco Control Plan ends on June 30, 2025 and are due 60 days after receiving the plan's closeout letter.

Per the 2022-2025 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.

**Contact Person
For Further
Information**

Your assigned CTCPPM

**ACCEPTANCE OF ALLOCATION AGREEMENT
For
FISCAL YEAR 2022-2023**

County of Inyo

Agreement Number: CTCP-21-14

Agreement Amount: \$300,000.00

Proposition 56: \$150,000.00

Proposition 99: \$150,000.00

FUNDING PERIOD: JULY 1, 2022 THROUGH June 30, 2023

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Control Program.

Authorized Signature

Date

Printed Name and Title

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 21/22 (January – June 2022)

| LLA | Agreement | FY 21/22 Prop 99 Jan-Jun '22 @BA Jul 2021 | FY 21/22 Prop 56 Jan-Jun '22 @ BA Jul 2021 | FY 21/22 TOTAL P99+P56 Jan-Jun '22 @ BA Jul 2021 |
|----------------------|-------------|--|---|---|
| Alameda | CTCP-21-01 | \$75,000 | \$482,213 | \$557,213 |
| Berkeley | CTCP-21-01A | \$75,000 | \$75,000 | \$150,000 |
| Alpine | CTCP-21-02 | \$75,000 | \$75,000 | \$150,000 |
| Amador | CTCP-21-03 | \$75,000 | \$75,000 | \$150,000 |
| Butte | CTCP-21-04 | \$75,000 | \$89,639 | \$164,639 |
| Calaveras | CTCP-21-05 | \$75,000 | \$75,000 | \$150,000 |
| Colusa | CTCP-21-06 | \$75,000 | \$75,000 | \$150,000 |
| Contra Costa | CTCP-21-07 | \$75,000 | \$211,855 | \$286,855 |
| Del Norte | CTCP-21-08 | \$75,000 | \$75,000 | \$150,000 |
| El Dorado | CTCP-21-09 | \$75,000 | \$75,000 | \$150,000 |
| Fresno | CTCP-21-10 | \$75,000 | \$315,515 | \$390,515 |
| Glenn | CTCP-21-11 | \$75,000 | \$75,000 | \$150,000 |
| Humboldt | CTCP-21-12 | \$75,000 | \$75,000 | \$150,000 |
| Imperial | CTCP-21-13 | \$75,000 | \$75,000 | \$150,000 |
| Inyo | CTCP-21-14 | \$75,000 | \$75,000 | \$150,000 |
| Kern | CTCP-21-15 | \$75,000 | \$200,706 | \$275,706 |
| Kings (CHC) | CTCP-21-16 | \$75,000 | \$75,000 | \$150,000 |
| Lake | CTCP-21-17 | \$75,000 | \$75,000 | \$150,000 |
| Lassen | CTCP-21-18 | \$75,000 | \$75,000 | \$150,000 |
| Los Angeles | CTCP-21-19 | \$75,000 | \$4,818,243 | \$4,893,243 |
| Pasadena | CTCP-21-19B | \$75,000 | \$78,655 | \$153,655 |
| Long Beach | CTCP-21-19A | \$75,000 | \$249,768 | \$324,768 |
| Madera | CTCP-21-20 | \$75,000 | \$75,000 | \$150,000 |
| Marin | CTCP-21-21 | \$75,000 | \$117,641 | \$192,641 |
| Mariposa | CTCP-21-22 | \$75,000 | \$75,000 | \$150,000 |
| Mendocino | CTCP-21-23 | \$75,000 | \$75,000 | \$150,000 |
| Merced | CTCP 21-24 | \$75,000 | \$85,109 | \$160,109 |
| Modoc | CTCP-21-25 | \$75,000 | \$75,000 | \$150,000 |
| Mono | CTCP-21-26 | \$75,000 | \$75,000 | \$150,000 |
| Monterey | CTCP-21-27 | \$75,000 | \$151,995 | \$226,995 |
| Napa | CTCP-21-28 | \$75,000 | \$75,000 | \$150,000 |
| Nevada | CTCP-21-29 | \$75,000 | \$75,000 | \$150,000 |
| Orange | CTCP-21-30 | \$75,000 | \$603,679 | \$678,679 |
| Placer | CTCP-21-31 | \$75,000 | \$75,000 | \$150,000 |
| Plumas | CTCP-21-32 | \$75,000 | \$75,000 | \$150,000 |
| Riverside | CTCP-21-33 | \$75,000 | \$373,943 | \$448,943 |
| Sacramento | CTCP-21-34 | \$75,000 | \$386,795 | \$461,795 |
| San Benito | CTCP-21-35 | \$75,000 | \$75,000 | \$150,000 |
| San Bernardino (CHC) | CTCP-21-36 | \$75,000 | \$514,303 | \$589,303 |
| San Diego | CTCP-21-37 | \$75,000 | \$704,590 | \$779,590 |
| San Francisco | CTCP-21-38 | \$75,000 | \$633,239 | \$708,239 |
| San Joaquin | CTCP-21-39 | \$75,000 | \$204,583 | \$279,583 |
| San Luis Obispo | CTCP-21-40 | \$75,000 | \$95,119 | \$170,119 |
| San Mateo | CTCP-21-41 | \$75,000 | \$171,321 | \$246,321 |
| Santa Barbara | CTCP-21-42 | \$75,000 | \$93,027 | \$168,027 |
| Santa Clara | CTCP-21-43 | \$75,000 | \$616,227 | \$691,227 |
| Santa Cruz | CTCP-21-44 | \$75,000 | \$90,572 | \$165,572 |
| Shasta | CTCP-21-45 | \$75,000 | \$75,000 | \$150,000 |
| Sierra | CTCP-21-46 | \$75,000 | \$75,000 | \$150,000 |
| Siskiyou | CTCP-21-47 | \$75,000 | \$75,000 | \$150,000 |
| Solano | CTCP-21-48 | \$75,000 | \$162,891 | \$237,891 |
| Sonoma | CTCP-21-49 | \$75,000 | \$188,509 | \$263,509 |
| Stanislaus | CTCP-21-50 | \$75,000 | \$150,303 | \$225,303 |
| Sutter | CTCP-21-51 | \$75,000 | \$75,000 | \$150,000 |
| Tehama | CTCP-21-52 | \$75,000 | \$75,000 | \$150,000 |
| Trinity | CTCP-21-53 | \$75,000 | \$75,000 | \$150,000 |
| Tulare | CTCP-21-54 | \$75,000 | \$161,758 | \$236,758 |
| Tuolumne | CTCP-21-55 | \$75,000 | \$75,000 | \$150,000 |
| Ventura | CTCP-21-56 | \$75,000 | \$181,778 | \$256,778 |
| Yolo | CTCP-21-57 | \$75,000 | \$75,000 | \$150,000 |
| Yuba | CTCP-21-58 | \$75,000 | \$75,000 | \$150,000 |
| | | \$4,575,000 | \$14,608,976 | \$19,183,976 |

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 22/23

| LLA | Agreement | FY 22/23 Total Prop 99 @BA Jul 2022 | FY 22/23 Total Prop 56 @BA Jul 2022 | FY 22/23 TOTAL Prop 99+56 @BA Jul 2022 |
|----------------------|-------------|---|---|--|
| Alameda | CTCP-21-01 | \$150,000 | \$762,134 | \$912,134 |
| Berkeley | CTCP-21-01A | \$150,000 | \$150,000 | \$300,000 |
| Alpine | CTCP-21-02 | \$150,000 | \$150,000 | \$300,000 |
| Amador | CTCP-21-03 | \$150,000 | \$150,000 | \$300,000 |
| Butte | CTCP-21-04 | \$150,000 | \$152,390 | \$302,390 |
| Calaveras | CTCP-21-05 | \$150,000 | \$150,000 | \$300,000 |
| Colusa | CTCP-21-06 | \$150,000 | \$150,000 | \$300,000 |
| Contra Costa | CTCP-21-07 | \$150,000 | \$346,798 | \$496,798 |
| Del Norte | CTCP-21-08 | \$150,000 | \$150,000 | \$300,000 |
| El Dorado | CTCP-21-09 | \$150,000 | \$150,000 | \$300,000 |
| Fresno | CTCP-21-10 | \$150,000 | \$516,485 | \$666,485 |
| Glenn | CTCP-21-11 | \$150,000 | \$150,000 | \$300,000 |
| Humboldt | CTCP-21-12 | \$150,000 | \$150,000 | \$300,000 |
| Imperial | CTCP-21-13 | \$150,000 | \$150,000 | \$300,000 |
| Inyo | CTCP-21-14 | \$150,000 | \$150,000 | \$300,000 |
| Kern | CTCP-21-15 | \$150,000 | \$328,547 | \$478,547 |
| Kings (CHC) | CTCP-21-16 | \$150,000 | \$150,000 | \$300,000 |
| Lake | CTCP-21-17 | \$150,000 | \$150,000 | \$300,000 |
| Lassen | CTCP-21-18 | \$150,000 | \$150,000 | \$300,000 |
| Los Angeles | CTCP-21-19 | \$1,343,320 | \$7,866,013 | \$9,209,333 |
| Pasadena | CTCP-21-19B | \$150,000 | \$150,000 | \$300,000 |
| Long Beach | CTCP-21-19A | \$150,000 | \$408,860 | \$558,860 |
| Madera | CTCP-21-20 | \$150,000 | \$150,000 | \$300,000 |
| Marin | CTCP-21-21 | \$150,000 | \$199,995 | \$349,995 |
| Mariposa | CTCP-21-22 | \$150,000 | \$150,000 | \$300,000 |
| Mendocino | CTCP-21-23 | \$150,000 | \$150,000 | \$300,000 |
| Merced | CTCP 21-24 | \$150,000 | \$150,000 | \$300,000 |
| Modoc | CTCP-21-25 | \$150,000 | \$150,000 | \$300,000 |
| Mono | CTCP-21-26 | \$150,000 | \$150,000 | \$300,000 |
| Monterey | CTCP-21-27 | \$150,000 | \$248,809 | \$398,809 |
| Napa | CTCP-21-28 | \$150,000 | \$150,000 | \$300,000 |
| Nevada | CTCP-21-29 | \$150,000 | \$150,000 | \$300,000 |
| Orange | CTCP-21-30 | \$192,754 | \$988,198 | \$1,180,952 |
| Placer | CTCP-21-31 | \$150,000 | \$150,000 | \$300,000 |
| Plumas | CTCP-21-32 | \$150,000 | \$150,000 | \$300,000 |
| Riverside | CTCP-21-33 | \$150,000 | \$612,128 | \$762,128 |
| Sacramento | CTCP-21-34 | \$150,000 | \$633,168 | \$783,168 |
| San Benito | CTCP-21-35 | \$150,000 | \$150,000 | \$300,000 |
| San Bernardino (CHC) | CTCP-21-36 | \$150,000 | \$829,291 | \$979,291 |
| San Diego | CTCP-21-37 | \$224,974 | \$1,153,384 | \$1,378,358 |
| San Francisco | CTCP-21-38 | \$202,192 | \$1,036,586 | \$1,238,778 |
| San Joaquin | CTCP-21-39 | \$150,000 | \$334,893 | \$484,893 |
| San Luis Obispo | CTCP-21-40 | \$150,000 | \$155,705 | \$305,705 |
| San Mateo | CTCP-21-41 | \$150,000 | \$280,446 | \$430,446 |
| Santa Barbara | CTCP-21-42 | \$150,000 | \$150,000 | \$300,000 |
| Santa Clara | CTCP-21-43 | \$196,760 | \$1,008,738 | \$1,205,498 |
| Santa Cruz | CTCP-21-44 | \$150,000 | \$150,000 | \$300,000 |
| Shasta | CTCP-21-45 | \$150,000 | \$150,000 | \$300,000 |
| Sierra | CTCP-21-46 | \$150,000 | \$150,000 | \$300,000 |
| Siskiyou | CTCP-21-47 | \$150,000 | \$150,000 | \$300,000 |
| Solano | CTCP-21-48 | \$150,000 | \$276,923 | \$426,923 |
| Sonoma | CTCP-21-49 | \$150,000 | \$320,475 | \$470,475 |
| Stanislaus | CTCP-21-50 | \$150,000 | \$246,040 | \$396,040 |
| Sutter | CTCP-21-51 | \$150,000 | \$150,000 | \$300,000 |
| Tehama | CTCP-21-52 | \$150,000 | \$150,000 | \$300,000 |
| Trinity | CTCP-21-53 | \$150,000 | \$150,000 | \$300,000 |
| Tulare | CTCP-21-54 | \$150,000 | \$264,791 | \$414,791 |
| Tuolumne | CTCP-21-55 | \$150,000 | \$150,000 | \$300,000 |
| Ventura | CTCP-21-56 | \$150,000 | \$297,563 | \$447,563 |
| Yolo | CTCP-21-57 | \$150,000 | \$150,000 | \$300,000 |
| Yuba | CTCP-21-58 | \$150,000 | \$150,000 | \$300,000 |
| | | \$10,560,000 | \$24,818,360 | \$35,378,360 |

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 23/24

| LLA | Agreement | FY 23/24 Prop 99 (Estimate) | FY 23/24 Prop 56 (Estimate) | FY 23/24 TOTAL Prop 99+56 |
|----------------------|-------------|-----------------------------------|-----------------------------------|---------------------------------|
| Alameda | CTCP-21-01 | \$150,000 | \$584,302 | \$734,302 |
| Berkeley | CTCP-21-01A | \$150,000 | \$150,000 | \$300,000 |
| Alpine | CTCP-21-02 | \$150,000 | \$150,000 | \$300,000 |
| Amador | CTCP-21-03 | \$150,000 | \$150,000 | \$300,000 |
| Butte | CTCP-21-04 | \$150,000 | \$150,000 | \$300,000 |
| Calaveras | CTCP-21-05 | \$150,000 | \$150,000 | \$300,000 |
| Colusa | CTCP-21-06 | \$150,000 | \$150,000 | \$300,000 |
| Contra Costa | CTCP-21-07 | \$150,000 | \$279,186 | \$429,186 |
| Del Norte | CTCP-21-08 | \$150,000 | \$150,000 | \$300,000 |
| El Dorado | CTCP-21-09 | \$150,000 | \$150,000 | \$300,000 |
| Fresno | CTCP-21-10 | \$150,000 | \$415,790 | \$565,790 |
| Glenn | CTCP-21-11 | \$150,000 | \$150,000 | \$300,000 |
| Humboldt | CTCP-21-12 | \$150,000 | \$150,000 | \$300,000 |
| Imperial | CTCP-21-13 | \$150,000 | \$150,000 | \$300,000 |
| Inyo | CTCP-21-14 | \$150,000 | \$150,000 | \$300,000 |
| Kern | CTCP-21-15 | \$150,000 | \$264,492 | \$414,492 |
| Kings (CHC) | CTCP-21-16 | \$150,000 | \$150,000 | \$300,000 |
| Lake | CTCP-21-17 | \$150,000 | \$150,000 | \$300,000 |
| Lassen | CTCP-21-18 | \$150,000 | \$150,000 | \$300,000 |
| Los Angeles | CTCP-21-19 | \$150,000 | \$6,303,191 | \$6,453,191 |
| Pasadena | CTCP-21-19B | \$150,000 | \$150,000 | \$300,000 |
| Long Beach | CTCP-21-19A | \$150,000 | \$329,148 | \$479,148 |
| Madera | CTCP-21-20 | \$150,000 | \$150,000 | \$300,000 |
| Marin | CTCP-21-21 | \$150,000 | \$170,012 | \$320,012 |
| Mariposa | CTCP-21-22 | \$150,000 | \$150,000 | \$300,000 |
| Mendocino | CTCP-21-23 | \$150,000 | \$150,000 | \$300,000 |
| Merced | CTCP 21-24 | \$150,000 | \$150,000 | \$300,000 |
| Modoc | CTCP-21-25 | \$150,000 | \$150,000 | \$300,000 |
| Mono | CTCP-21-26 | \$150,000 | \$150,000 | \$300,000 |
| Monterey | CTCP-21-27 | \$150,000 | \$200,301 | \$350,301 |
| Napa | CTCP-21-28 | \$150,000 | \$150,000 | \$300,000 |
| Nevada | CTCP-21-29 | \$150,000 | \$150,000 | \$300,000 |
| Orange | CTCP-21-30 | \$150,000 | \$795,536 | \$945,536 |
| Placer | CTCP-21-31 | \$150,000 | \$150,000 | \$300,000 |
| Plumas | CTCP-21-32 | \$150,000 | \$150,000 | \$300,000 |
| Riverside | CTCP-21-33 | \$150,000 | \$492,786 | \$642,786 |
| Sacramento | CTCP-21-34 | \$150,000 | \$509,724 | \$659,724 |
| San Benito | CTCP-21-35 | \$150,000 | \$150,000 | \$300,000 |
| San Bernardino (CHC) | CTCP-21-36 | \$150,000 | \$686,912 | \$836,912 |
| San Diego | CTCP-21-37 | \$150,000 | \$928,518 | \$1,078,518 |
| San Francisco | CTCP-21-38 | \$150,000 | \$834,491 | \$984,491 |
| San Joaquin | CTCP-21-39 | \$150,000 | \$269,602 | \$419,602 |
| San Luis Obispo | CTCP-21-40 | \$150,000 | \$150,000 | \$300,000 |
| San Mateo | CTCP-21-41 | \$150,000 | \$225,770 | \$375,770 |
| Santa Barbara | CTCP-21-42 | \$150,000 | \$150,000 | \$300,000 |
| Santa Clara | CTCP-21-43 | \$150,000 | \$812,072 | \$962,072 |
| Santa Cruz | CTCP-21-44 | \$150,000 | \$150,000 | \$300,000 |
| Shasta | CTCP-21-45 | \$150,000 | \$150,000 | \$300,000 |
| Sierra | CTCP-21-46 | \$150,000 | \$150,000 | \$300,000 |
| Siskiyou | CTCP-21-47 | \$150,000 | \$150,000 | \$300,000 |
| Solano | CTCP-21-48 | \$150,000 | \$235,406 | \$385,406 |
| Sonoma | CTCP-21-49 | \$150,000 | \$272,429 | \$422,429 |
| Stanislaus | CTCP-21-50 | \$150,000 | \$198,071 | \$348,071 |
| Sutter | CTCP-21-51 | \$150,000 | \$150,000 | \$300,000 |
| Tehama | CTCP-21-52 | \$150,000 | \$150,000 | \$300,000 |
| Trinity | CTCP-21-53 | \$150,000 | \$150,000 | \$300,000 |
| Tulare | CTCP-21-54 | \$150,000 | \$213,167 | \$363,167 |
| Tuolumne | CTCP-21-55 | \$150,000 | \$150,000 | \$300,000 |
| Ventura | CTCP-21-56 | \$150,000 | \$239,550 | \$389,550 |
| Yolo | CTCP-21-57 | \$150,000 | \$150,000 | \$300,000 |
| Yuba | CTCP-21-58 | \$150,000 | \$150,000 | \$300,000 |
| | | \$9,150,000 | \$21,110,456 | \$30,260,456 |

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 24/25

| LLA | Agreement | FY 24/25 Prop 99 (Estimate) | FY 24/25 Prop 56 (Estimate) | FY 24/25 TOTAL Prop 99+56 |
|----------------------|-------------|-----------------------------------|-----------------------------------|---------------------------------|
| Alameda | CTCP-21-01 | \$150,000 | \$432,535 | \$582,535 |
| Berkeley | CTCP-21-01A | \$150,000 | \$150,000 | \$300,000 |
| Alpine | CTCP-21-02 | \$150,000 | \$150,000 | \$300,000 |
| Amador | CTCP-21-03 | \$150,000 | \$150,000 | \$300,000 |
| Butte | CTCP-21-04 | \$150,000 | \$150,000 | \$300,000 |
| Calaveras | CTCP-21-05 | \$150,000 | \$150,000 | \$300,000 |
| Colusa | CTCP-21-06 | \$150,000 | \$150,000 | \$300,000 |
| Contra Costa | CTCP-21-07 | \$150,000 | \$221,483 | \$371,483 |
| Del Norte | CTCP-21-08 | \$150,000 | \$150,000 | \$300,000 |
| El Dorado | CTCP-21-09 | \$150,000 | \$150,000 | \$300,000 |
| Fresno | CTCP-21-10 | \$150,000 | \$329,854 | \$479,854 |
| Glenn | CTCP-21-11 | \$150,000 | \$150,000 | \$300,000 |
| Humboldt | CTCP-21-12 | \$150,000 | \$150,000 | \$300,000 |
| Imperial | CTCP-21-13 | \$150,000 | \$150,000 | \$300,000 |
| Inyo | CTCP-21-14 | \$150,000 | \$150,000 | \$300,000 |
| Kern | CTCP-21-15 | \$150,000 | \$209,827 | \$359,827 |
| Kings (CHC) | CTCP-21-16 | \$150,000 | \$150,000 | \$300,000 |
| Lake | CTCP-21-17 | \$150,000 | \$150,000 | \$300,000 |
| Lassen | CTCP-21-18 | \$150,000 | \$150,000 | \$300,000 |
| Los Angeles | CTCP-21-19 | \$150,000 | \$4,969,439 | \$5,119,439 |
| Pasadena | CTCP-21-19B | \$150,000 | \$150,000 | \$300,000 |
| Long Beach | CTCP-21-19A | \$150,000 | \$261,119 | \$411,119 |
| Madera | CTCP-21-20 | \$150,000 | \$150,000 | \$300,000 |
| Marin | CTCP-21-21 | \$150,000 | \$150,000 | \$300,000 |
| Mariposa | CTCP-21-22 | \$150,000 | \$150,000 | \$300,000 |
| Mendocino | CTCP-21-23 | \$150,000 | \$150,000 | \$300,000 |
| Merced | CTCP 21-24 | \$150,000 | \$150,000 | \$300,000 |
| Modoc | CTCP-21-25 | \$150,000 | \$150,000 | \$300,000 |
| Mono | CTCP-21-26 | \$150,000 | \$150,000 | \$300,000 |
| Monterey | CTCP-21-27 | \$150,000 | \$158,902 | \$308,902 |
| Napa | CTCP-21-28 | \$150,000 | \$150,000 | \$300,000 |
| Nevada | CTCP-21-29 | \$150,000 | \$150,000 | \$300,000 |
| Orange | CTCP-21-30 | \$150,000 | \$631,113 | \$781,113 |
| Placer | CTCP-21-31 | \$150,000 | \$150,000 | \$300,000 |
| Plumas | CTCP-21-32 | \$150,000 | \$150,000 | \$300,000 |
| Riverside | CTCP-21-33 | \$150,000 | \$390,936 | \$540,936 |
| Sacramento | CTCP-21-34 | \$150,000 | \$404,373 | \$554,373 |
| San Benito | CTCP-21-35 | \$150,000 | \$150,000 | \$300,000 |
| San Bernardino (CHC) | CTCP-21-36 | \$150,000 | \$565,401 | \$715,401 |
| San Diego | CTCP-21-37 | \$150,000 | \$736,610 | \$886,610 |
| San Francisco | CTCP-21-38 | \$150,000 | \$662,017 | \$812,017 |
| San Joaquin | CTCP-21-39 | \$150,000 | \$213,880 | \$363,880 |
| San Luis Obispo | CTCP-21-40 | \$150,000 | \$150,000 | \$300,000 |
| San Mateo | CTCP-21-41 | \$150,000 | \$179,107 | \$329,107 |
| Santa Barbara | CTCP-21-42 | \$150,000 | \$150,000 | \$300,000 |
| Santa Clara | CTCP-21-43 | \$150,000 | \$644,231 | \$794,231 |
| Santa Cruz | CTCP-21-44 | \$150,000 | \$150,000 | \$300,000 |
| Shasta | CTCP-21-45 | \$150,000 | \$150,000 | \$300,000 |
| Sierra | CTCP-21-46 | \$150,000 | \$150,000 | \$300,000 |
| Siskiyou | CTCP-21-47 | \$150,000 | \$150,000 | \$300,000 |
| Solano | CTCP-21-48 | \$150,000 | \$200,081 | \$350,081 |
| Sonoma | CTCP-21-49 | \$150,000 | \$231,548 | \$381,548 |
| Stanislaus | CTCP-21-50 | \$150,000 | \$157,134 | \$307,134 |
| Sutter | CTCP-21-51 | \$150,000 | \$150,000 | \$300,000 |
| Tehama | CTCP-21-52 | \$150,000 | \$150,000 | \$300,000 |
| Trinity | CTCP-21-53 | \$150,000 | \$150,000 | \$300,000 |
| Tulare | CTCP-21-54 | \$150,000 | \$169,109 | \$319,109 |
| Tuolumne | CTCP-21-55 | \$150,000 | \$150,000 | \$300,000 |
| Ventura | CTCP-21-56 | \$150,000 | \$190,039 | \$340,039 |
| Yolo | CTCP-21-57 | \$150,000 | \$150,000 | \$300,000 |
| Yuba | CTCP-21-58 | \$150,000 | \$150,000 | \$300,000 |
| | | \$9,150,000 | \$17,958,738 | \$27,108,738 |

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

TOTAL

| LLA | Agreement | FY 2021/22 (1/22-6/22) - FY 24/25 PROP 99 + PROP 56 TOTALS |
|----------------------|-------------|--|
| Alameda | CTCP-21-01 | \$2,786,184 |
| Berkeley | CTCP-21-01A | \$1,050,000 |
| Alpine | CTCP-21-02 | \$1,050,000 |
| Amador | CTCP-21-03 | \$1,050,000 |
| Butte | CTCP-21-04 | \$1,067,029 |
| Calaveras | CTCP-21-05 | \$1,050,000 |
| Colusa | CTCP-21-06 | \$1,050,000 |
| Contra Costa | CTCP-21-07 | \$1,584,322 |
| Del Norte | CTCP-21-08 | \$1,050,000 |
| El Dorado | CTCP-21-09 | \$1,050,000 |
| Fresno | CTCP-21-10 | \$2,102,644 |
| Glenn | CTCP-21-11 | \$1,050,000 |
| Humboldt | CTCP-21-12 | \$1,050,000 |
| Imperial | CTCP-21-13 | \$1,050,000 |
| Inyo | CTCP-21-14 | \$1,050,000 |
| Kern | CTCP-21-15 | \$1,528,572 |
| Kings (CHC) | CTCP-21-16 | \$1,050,000 |
| Lake | CTCP-21-17 | \$1,050,000 |
| Lassen | CTCP-21-18 | \$1,050,000 |
| Los Angeles | CTCP-21-19 | \$25,675,206 |
| Pasadena | CTCP-21-19B | \$1,053,655 |
| Long Beach | CTCP-21-19A | \$1,773,895 |
| Madera | CTCP-21-20 | \$1,050,000 |
| Marin | CTCP-21-21 | \$1,162,648 |
| Mariposa | CTCP-21-22 | \$1,050,000 |
| Mendocino | CTCP-21-23 | \$1,050,000 |
| Merced | CTCP 21-24 | \$1,060,109 |
| Modoc | CTCP-21-25 | \$1,050,000 |
| Mono | CTCP-21-26 | \$1,050,000 |
| Monterey | CTCP-21-27 | \$1,285,007 |
| Napa | CTCP-21-28 | \$1,050,000 |
| Nevada | CTCP-21-29 | \$1,050,000 |
| Orange | CTCP-21-30 | \$3,586,280 |
| Placer | CTCP-21-31 | \$1,050,000 |
| Plumas | CTCP-21-32 | \$1,050,000 |
| Riverside | CTCP-21-33 | \$2,394,793 |
| Sacramento | CTCP-21-34 | \$2,459,060 |
| San Benito | CTCP-21-35 | \$1,050,000 |
| San Bernardino (CHC) | CTCP-21-36 | \$3,120,907 |
| San Diego | CTCP-21-37 | \$4,123,076 |
| San Francisco | CTCP-21-38 | \$3,743,525 |
| San Joaquin | CTCP-21-39 | \$1,547,958 |
| San Luis Obispo | CTCP-21-40 | \$1,075,824 |
| San Mateo | CTCP-21-41 | \$1,381,644 |
| Santa Barbara | CTCP-21-42 | \$1,068,027 |
| Santa Clara | CTCP-21-43 | \$3,653,028 |
| Santa Cruz | CTCP-21-44 | \$1,065,572 |
| Shasta | CTCP-21-45 | \$1,050,000 |
| Sierra | CTCP-21-46 | \$1,050,000 |
| Siskiyou | CTCP-21-47 | \$1,050,000 |
| Solano | CTCP-21-48 | \$1,400,301 |
| Sonoma | CTCP-21-49 | \$1,537,961 |
| Stanislaus | CTCP-21-50 | \$1,276,548 |
| Sutter | CTCP-21-51 | \$1,050,000 |
| Tehama | CTCP-21-52 | \$1,050,000 |
| Trinity | CTCP-21-53 | \$1,050,000 |
| Tulare | CTCP-21-54 | \$1,333,825 |
| Tuolumne | CTCP-21-55 | \$1,050,000 |
| Ventura | CTCP-21-56 | \$1,433,930 |
| Yolo | CTCP-21-57 | \$1,050,000 |
| Yuba | CTCP-21-58 | \$1,050,000 |
| | | \$111,931,530 |

August 24, 2022

TO: LOCAL LEAD AGENCY (LLA) PROJECT DIRECTORS
TOBACCO CONTROL EDUCATION PROGRAMS

FROM: CONTRACTS AND BUSINESS OPERATIONS SECTION
CALIFORNIA TOBACCO CONTROL PROGRAM (CTCP)

SUBJECT: PROGRAM LETTER 22-02
PROPOSITION (PROP) 99 AND PROP 56
PROSPECTIVE PAYMENT INVOICES (PPIs)
FOR FIRST AND SECOND QUARTERS
FUNDING PERIOD: JULY 1, 2022 THROUGH DECEMBER 31, 2022

Purpose: Release the:
First quarter PPI (07/01/22 to 09/30/22) – Prop 99
First quarter PPI (07/01/22 to 09/30/22) – Prop 56
Second quarter PPI (10/01/22 to 12/31/22) – Prop 99
Second quarter PPI (10/01/22 to 12/31/22) – Prop 56

Effective Date: Immediately

Inclusions: PPI-F22-Q1-P99 for Prospective Payment Period: 07/01/22 to 09/30/22 – Prop 99
PPI-F22-Q1-P56 for Prospective Payment Period: 07/01/22 to 09/30/22 – Prop 56
PPI-F22-Q2-P99 for Prospective Payment Period: 10/01/22 to 12/31/22 – Prop 99
PPI-F22-Q2-P56 for Prospective Payment Period: 10/01/22 to 12/31/22 – Prop 56
Page 2 of 5 of the APPENDIX 2, California Tobacco Control Program,
Local Lead Agency Allocation Table for Proposition 99 and
Proposition 56 Funds, FY 2021/22 (01/22-06/22) – FY2024/25 (Dated
8/5/2022) released in CTCP Program Letter 22-01.

Required Action: Ensure the PPIs are: (1) printed; (2) signed (by an authorized representative); and (3) dated. Submit the signed PPIs electronically via the Online Tobacco Information System (OTIS) Communication Log.

Additional Information: The attached LLA Allocation Table for FY 22/23 reflects the Prop 99 and Prop 56 adjustments identified in the FY 22/23 Budget Act, signed on June 27, 2022.

CTCP may delay processing your PPIs for any of the following reasons: (1) allocation agreement is not signed/returned; (2) significant concerns about your comprehensive tobacco control plan for 2022-2025; (3) disapproved progress and/or cost reports; (4) unmet deliverables; and/or (5) unspent funds.

As a reminder:

- Funding is contingent upon available revenues and appropriations by the Legislature, State Budget, and any subsequent revisions.
- Per the 2022-2025 Local Lead Agency Allocation Agreement Terms and Conditions, Exhibit B, paragraph 7.A., Trust Account and Expenditure Provisions; the LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.
- It is expected that LLAs liquidate their allocation using the first-in-first-out rule. This means the oldest funds are to be spent first (i.e., fiscal year [FY] 2021-22, then FY 2022-23, etc.). Prop 99 funds are to be liquidated before Prop 56 funds.

Contact Person For Further Information: Your assigned CTCP PM.

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) – FY 2024/25**

FY 22/23

| LLA | Agreement | FY 22/23 Total Prop 99 @BA Jul 2022 | FY 22/23 Total Prop 56 @BA Jul 2022 | FY 22/23 TOTAL Prop 99+56 @BA Jul 2022 |
|----------------------|-------------|---|---|--|
| Alameda | CTCP-21-01 | \$150,000 | \$762,134 | \$912,134 |
| Berkeley | CTCP-21-01A | \$150,000 | \$150,000 | \$300,000 |
| Alpine | CTCP-21-02 | \$150,000 | \$150,000 | \$300,000 |
| Amador | CTCP-21-03 | \$150,000 | \$150,000 | \$300,000 |
| Butte | CTCP-21-04 | \$150,000 | \$152,390 | \$302,390 |
| Calaveras | CTCP-21-05 | \$150,000 | \$150,000 | \$300,000 |
| Colusa | CTCP-21-06 | \$150,000 | \$150,000 | \$300,000 |
| Contra Costa | CTCP-21-07 | \$150,000 | \$346,798 | \$496,798 |
| Del Norte | CTCP-21-08 | \$150,000 | \$150,000 | \$300,000 |
| El Dorado | CTCP-21-09 | \$150,000 | \$150,000 | \$300,000 |
| Fresno | CTCP-21-10 | \$150,000 | \$516,485 | \$666,485 |
| Glenn | CTCP-21-11 | \$150,000 | \$150,000 | \$300,000 |
| Humboldt | CTCP-21-12 | \$150,000 | \$150,000 | \$300,000 |
| Imperial | CTCP-21-13 | \$150,000 | \$150,000 | \$300,000 |
| Inyo | CTCP-21-14 | \$150,000 | \$150,000 | \$300,000 |
| Kern | CTCP-21-15 | \$150,000 | \$328,547 | \$478,547 |
| Kings (CHC) | CTCP-21-16 | \$150,000 | \$150,000 | \$300,000 |
| Lake | CTCP-21-17 | \$150,000 | \$150,000 | \$300,000 |
| Lassen | CTCP-21-18 | \$150,000 | \$150,000 | \$300,000 |
| Los Angeles | CTCP-21-19 | \$1,343,320 | \$7,866,013 | \$9,209,333 |
| Pasadena | CTCP-21-19B | \$150,000 | \$150,000 | \$300,000 |
| Long Beach | CTCP-21-19A | \$150,000 | \$408,860 | \$558,860 |
| Madera | CTCP-21-20 | \$150,000 | \$150,000 | \$300,000 |
| Marin | CTCP-21-21 | \$150,000 | \$199,995 | \$349,995 |
| Mariposa | CTCP-21-22 | \$150,000 | \$150,000 | \$300,000 |
| Mendocino | CTCP-21-23 | \$150,000 | \$150,000 | \$300,000 |
| Merced | CTCP-21-24 | \$150,000 | \$150,000 | \$300,000 |
| Modoc | CTCP-21-25 | \$150,000 | \$150,000 | \$300,000 |
| Mono | CTCP-21-26 | \$150,000 | \$150,000 | \$300,000 |
| Monterey | CTCP-21-27 | \$150,000 | \$248,809 | \$398,809 |
| Napa | CTCP-21-28 | \$150,000 | \$150,000 | \$300,000 |
| Nevada | CTCP-21-29 | \$150,000 | \$150,000 | \$300,000 |
| Orange | CTCP-21-30 | \$192,754 | \$988,198 | \$1,180,952 |
| Placer | CTCP-21-31 | \$150,000 | \$150,000 | \$300,000 |
| Plumas | CTCP-21-32 | \$150,000 | \$150,000 | \$300,000 |
| Riverside | CTCP-21-33 | \$150,000 | \$612,128 | \$762,128 |
| Sacramento | CTCP-21-34 | \$150,000 | \$633,168 | \$783,168 |
| San Benito | CTCP-21-35 | \$150,000 | \$150,000 | \$300,000 |
| San Bernardino (CHC) | CTCP-21-36 | \$150,000 | \$829,291 | \$979,291 |
| San Diego | CTCP-21-37 | \$224,974 | \$1,153,384 | \$1,378,358 |
| San Francisco | CTCP-21-38 | \$202,192 | \$1,036,586 | \$1,238,778 |
| San Joaquin | CTCP-21-39 | \$150,000 | \$334,893 | \$484,893 |
| San Luis Obispo | CTCP-21-40 | \$150,000 | \$155,705 | \$305,705 |
| San Mateo | CTCP-21-41 | \$150,000 | \$280,446 | \$430,446 |
| Santa Barbara | CTCP-21-42 | \$150,000 | \$150,000 | \$300,000 |
| Santa Clara | CTCP-21-43 | \$196,760 | \$1,008,738 | \$1,205,498 |
| Santa Cruz | CTCP-21-44 | \$150,000 | \$150,000 | \$300,000 |
| Shasta | CTCP-21-45 | \$150,000 | \$150,000 | \$300,000 |
| Sierra | CTCP-21-46 | \$150,000 | \$150,000 | \$300,000 |
| Siskiyou | CTCP-21-47 | \$150,000 | \$150,000 | \$300,000 |
| Solano | CTCP-21-48 | \$150,000 | \$276,923 | \$426,923 |
| Sonoma | CTCP-21-49 | \$150,000 | \$320,475 | \$470,475 |
| Stanislaus | CTCP-21-50 | \$150,000 | \$246,040 | \$396,040 |
| Sutter | CTCP-21-51 | \$150,000 | \$150,000 | \$300,000 |
| Tehama | CTCP-21-52 | \$150,000 | \$150,000 | \$300,000 |
| Trinity | CTCP-21-53 | \$150,000 | \$150,000 | \$300,000 |
| Tulare | CTCP-21-54 | \$150,000 | \$264,791 | \$414,791 |
| Tuolumne | CTCP-21-55 | \$150,000 | \$150,000 | \$300,000 |
| Ventura | CTCP-21-56 | \$150,000 | \$297,563 | \$447,563 |
| Yolo | CTCP-21-57 | \$150,000 | \$150,000 | \$300,000 |
| Yuba | CTCP-21-58 | \$150,000 | \$150,000 | \$300,000 |
| | | \$10,560,000 | \$24,818,360 | \$35,378,360 |

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 99 Fund 0231**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**

- 2. Allocation Agreement Number: CTCP-21-14**

- 3. Prospective Payment Period: 07/01/22 to 09/30/22**

- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

| | |
|---------------|--|
| _____ Date | _____ Signature of LLA Representative |
| | _____ Title |

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 99 Fund 0231
FY 2022-23 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F22-Q1-P99-CTCP-21-14**
Program No.: 4045019
Fi\$Cal ID No.: **8422**

COA: FY 22/23, 0231, 111, 2022, 4045019, 5440000, 5440000000, 51201

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

| | |
|---------------|---|
| _____ Date | _____ Signature of CTCP Representative |
|---------------|---|

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 56 Fund 3322**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**

- 2. Allocation Agreement Number: CTCP-21-14**

- 3. Prospective Payment Period: 07/01/22 to 09/30/22**

- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 56 Fund 3322
FY 2022-23 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F22-Q1-P56-CTCP-21-14**
Program No.: 4045
Fi\$Cal ID No.: **8422**

COA: FY 22/23, 3322, 611, 2016, 4045, 5440000, 5440000000, 51218

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTCP Representative

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 99 Fund 0231**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**

- 2. Allocation Agreement Number: CTCP-21-14**

- 3. Prospective Payment Period: 10/01/22 to 12/31/22**

- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 99 Fund 0231
FY 2022-23 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F22-Q2-P99-CTCP-21-14**
Program No.: 4045019
Fi\$Cal ID No.: **8422**

COA: FY 22/23, 0231, 111, 2022, 4045019, 5440000, 5440000000, 51201

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTCP Representative

**Local Lead Agency
PROSPECTIVE PAYMENT INVOICE
Proposition 56 Fund 3322**

- 1. Inyo County Treasurer
P.O. Drawer H
Independence, CA 93526-0608**

- 2. Allocation Agreement Number: CTCP-21-14**

- 3. Prospective Payment Period: 10/01/22 to 12/31/22**

- 4. Amount to be Paid: \$37,500.00**

I certify this prospective payment will be used in accordance with this Local Lead Agency's (LLA's) approved local plan and budget/budget justification contained in the local plan; expenditures will be supportable by proper documentation; will be used only to pay for expenditures not previously reimbursed under the Agreement; and is in compliance with all terms/conditions, laws, and regulations governing its payment.

Date

Signature of LLA Representative

Title

Complete in Duplicate. Original to State. Agency retain one copy.

FOR STATE USE ONLY

Paid from Prop 56 Fund 3322
FY 2022-23 LLA Allocation
\$37,500.00

Invoice No.: **PPI-F22-Q2-P56-CTCP-21-14**
Program No.: 4045
Fi\$Cal ID No.: **8422**

COA: FY 22/23, 3322, 611, 2016, 4045, 5440000, 5440000000, 51218

I certify this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

Date

Signature of CTCP Representative



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 20, 2022

FROM: Greg Waters

SUBJECT: Request Board approve Amendment No. 3 to the consulting agreement between the County of Inyo and Fountainhead of Anaheim, CA

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the consulting agreement between the County of Inyo and Fountainhead of Anaheim, CA, increasing the contract by \$209,281.54 to an amount not to exceed \$671,039.51 and extending the expiration date from December 31, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project schedule has been extended. Additionally, the California Department of Fish & Wildlife is now requiring a biological monitor on site through the completion of the project, not just until the creek diversion is removed, as was originally stated.

Contract Summary:

| | |
|-------------------|---------------------|
| Original Contract | \$339,928.37 |
| Amendment #1 | \$121,829.60 |
| Amendment #2 | Time Extension Only |
| Amendment #3 | \$209,281.54 |
| Total | \$671,039.51 |

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract. However, this would prevent the project from being completed.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding will be sourced from California Office of Emergency Services (75%) and Road Maintenance and Repair Account (25%). The cost of the amendment will be paid through the Road budget (034600), North Round Valley Bridge Project (5717).

ATTACHMENTS:

1. Fountainhead Amendment No. 3 (UNEXECUTED)
2. Fountainhead Amendment No. 2 (EXECUTED)
3. Fountainhead Contract Amendment No. 1 (EXECUTED)
4. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

| | |
|-----------------|------------------------------|
| Greg Waters | Created/Initiated - 9/6/2022 |
| Darcy Ellis | Approved - 9/6/2022 |
| Greg Waters | Approved - 9/8/2022 |
| Michael Errante | Approved - 9/12/2022 |
| Breanne Nelums | Approved - 9/12/2022 |
| John Vallejo | Approved - 9/12/2022 |
| Amy Shepherd | Final Approval - 9/14/2022 |

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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

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

1. Exhibit 10-H1 Cost Proposal to the Contract (attached) is amended for the Consultant, Fountainhead Consulting Corporation, and for Sub-Consultants Geode Environmental and Sierra Geotechnical Services.
2. This Amendment also extends the consulting agreement expiration date from December 31, 2022 to June 30, 2023, to allow for project closeout beyond the end of the construction period.

The effective date of this amendment to the Agreement is June 1st, 2022.

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

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2021.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

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

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

September 06, 2022

Greg Waters
Associate Civil Engineer
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

RE: TRANSMITTAL LETTER | SUBCONSULTANT SUBSTITUTION AND COST PROPOSAL

Dear Mr. Waters,

Fountainhead Consulting Corporation (Fountainhead) is submitting this request for additional funds due to delays by the contractor in completing the proposed improvements shown in the contract plans.

Attached for your consideration is our cost proposal, the contractor's latest schedule to complete the proposed improvements, and our associated staffing plan.

If you have any questions, or require additional information, please contact Ivan Benavidez at 909.512.2815 or email at ibenavidez@fountainheadcorp.com.

Respectfully submitted,



Rosalie Acosta, Corporate Secretary

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 09/06/2022

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-------------------------------|----------------|--------|--------------------|--------------|
| Project Manager/Resident Eng. | Ivan Benavidez | 46.00 | \$ 81.00 | \$ 3,726.00 |
| Structures Representative | Javid Sharifi | 107.00 | \$ 78.00 | \$ 8,346.00 |
| Inspector/Office Engineer | Brian French | 856.00 | \$ 60.90 | \$ 52,130.40 |
| | | | | \$ 0.00 |

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 64,202.40
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 64,202.40

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 66,770.50
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 66,770.50

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 5.00%]** \$ 6,548.64

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|---------|
| Mileage Costs | | | | \$ 0.00 |
| Equipment Rental and Supplies | | | | \$ 0.00 |
| Permit Fees | | | | \$ 0.00 |
| Plan Sheets | | | | \$ 0.00 |
| Test | | | | \$ 0.00 |

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|--|----------------|
| Subconsultant 1: <u>ZT Consulting</u> | \$ 0.00 |
| Subconsultant 2: <u>Earthspectives</u> | \$ 0.00 |
| Subconsultant 3: <u>Geode Environmental</u> | \$ 85,312.00 |
| Subconsultant 4: <u>Sierra Geotechnical Services</u> | (\$ 13,552.00) |

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 71,760.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 71,760.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 209,281.54

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

| Activity ID | Activity Name | Original Duration | Remaining Duration | BL Project Start | BL Project Finish | Schedule % Complete | Start | Finish | Predecessor | PROJECT SCHEDULE - 31 AUGUST 2022 / UPDATE | | | | | | | | | | | | | | | | | | | | | | | |
|--|---------------------------------|-------------------|--------------------|------------------|-------------------|---------------------|-----------|-------------|--|--|--|---|---|---|---|-------------|---|---|---|---|---|---|---|---|-------------|---|---|-----|---|---|---|---|---|
| | | | | | | | | | | Q | | | Q | | | Qtr 3, 2021 | | | Q | | | Q | | | Qtr 3, 2022 | | | Q | | | Q | | |
| | | | | | | | | | | J | F | M | A | M | J | Jul | A | S | O | N | D | J | F | M | A | M | J | Jul | A | S | O | N | D |
| 22101 INYO County - Round Valley Bridge | | | | | | | | | | | 20-Dec-22, 22101 INYO | | | | | | | | | | | | | | | | | | | | | | |
| 22101.Preliminary Phase (New WBS) | | | | | | | | | | | 24-Jun-21, 22101.Preliminary Phase (New WBS) | | | | | | | | | | | | | | | | | | | | | | |
| A1000 | Notice of Award - 5 Jan 2021 | 0 | 0 | 05-Jan-21 | | 100% | 05-Jan-21 | | | Notice of Award - 5 Jan 2021, 05-Jan-21 | | | | | | | | | | | | | | | | | | | | | | | |
| A1010 | Notice To Proceed - 24 Jun 2021 | 0 | 0 | 24-Jun-21 | | 100% | 24-Jun-21 | A1000 | Notice To Proceed - 24 Jun 2021, 24-Jun-21 A | | | | | | | | | | | | | | | | | | | | | | | | |
| 22101.Project Startup (New WBS)-1 | | | | | | | | | | | 20-Dec-22, 22101.Pro | | | | | | | | | | | | | | | | | | | | | | |
| A1020 | Mobilization | 15 | 0 | 24-Jun-21 | 14-Jul-21 | 100% | 24-Jun-21 | 14-Jul-21 A | A1010 | Mobilization | | | | | | | | | | | | | | | | | | | | | | | |
| A1030 | Install Traffic Control Systems | 1 | 0 | 24-Jun-21 | 24-Jun-21 | 100% | 24-Jun-21 | 24-Jun-21 A | A1020 | Install Traffic Control Systems | | | | | | | | | | | | | | | | | | | | | | | |
| A1040 | Install ESAFence | 1 | 0 | 25-Jun-21 | 25-Jun-21 | 100% | 25-Jun-21 | 25-Jun-21 A | A1030 | Install ESAFence | | | | | | | | | | | | | | | | | | | | | | | |
| A1050 | Install Fiber Rolls | 1 | 0 | 28-Jun-21 | 28-Jun-21 | 100% | 28-Jun-21 | 28-Jun-21 A | A1040 | Install Fiber Rolls | | | | | | | | | | | | | | | | | | | | | | | |
| A1060 | Demo Guardrail and Remove | 2 | 0 | 29-Jun-21 | 30-Jun-21 | 100% | 29-Jun-21 | 30-Jun-21 A | A1050 | Demo Guardrail and Remove | | | | | | | | | | | | | | | | | | | | | | | |
| A1070 | Demo Existing Bridge | 9 | 0 | 01-Jul-21 | 13-Jul-21 | 100% | 01-Jul-21 | 13-Jul-21 A | A1060 | Demo Existing Bridge | | | | | | | | | | | | | | | | | | | | | | | |
| A1080 | Install Creek Diversion Bypass | 4 | 0 | 14-Jul-21 | 19-Jul-21 | 100% | 14-Jul-21 | 19-Jul-21 A | A1070 | Install Creek Diversion Bypass | | | | | | | | | | | | | | | | | | | | | | | |
| A1090 | Clear and Grub | 15 | 0 | 20-Jul-21 | 09-Aug-21 | 100% | 20-Jul-21 | 09-Aug-21 A | A1080 | Clear and Grub | | | | | | | | | | | | | | | | | | | | | | | |
| 22101.Project Startup.Abutment #2 (New WBS) | | | | | | | | | | | 19-Sep-22, 22101.Project Startup.A | | | | | | | | | | | | | | | | | | | | | | |
| A1100 | Structure Excavation | 10 | 0 | 10-Aug-21 | 23-Aug-21 | 100% | 10-Aug-21 | 23-Aug-21 A | A1090 | Structure Excavation | | | | | | | | | | | | | | | | | | | | | | | |
| A1110 | Drill and Place Piles | 16 | 0 | 24-Aug-21 | 14-Sep-21 | 100% | 24-Aug-21 | 11-Feb-22 A | A1100 | Drill and Place Piles | | | | | | | | | | | | | | | | | | | | | | | |
| A1120 | Finish grade for Footing | 2 | 0 | 14-Oct-21 | 15-Oct-21 | 100% | 04-Apr-21 | 08-Apr-22 A | A1280 | Finish grade for Footing | | | | | | | | | | | | | | | | | | | | | | | |
| A1130 | Form Footing | 3 | 0 | 18-Oct-21 | 20-Oct-21 | 100% | 18-Apr-21 | 29-Apr-22 A | A1120 | Form Footing | | | | | | | | | | | | | | | | | | | | | | | |
| A1140 | Footing Rebar Install | 3 | 0 | 21-Oct-21 | 25-Oct-21 | 100% | 02-May-21 | 13-May-22 A | A1130 | Footing Rebar Install | | | | | | | | | | | | | | | | | | | | | | | |
| A1190 | Assemble Wall Gang Forms | 15 | 0 | 01-Nov-21 | 19-Nov-21 | 100% | 16-May-21 | 10-Jun-22 A | A1180 | Assemble Wall Gang Forms | | | | | | | | | | | | | | | | | | | | | | | |
| A1150 | Footing Concrete Placement | 1 | 0 | 26-Oct-21 | 26-Oct-21 | 100% | 07-Jun-21 | 07-Jun-22 A | A1140 | Footing Concrete Placement | | | | | | | | | | | | | | | | | | | | | | | |
| A1160 | Strip Forms | 1 | 0 | 27-Oct-21 | 27-Oct-21 | 100% | 20-Jun-21 | 21-Jun-22 A | A1150 | Strip Forms | | | | | | | | | | | | | | | | | | | | | | | |
| A1170 | Backfill Footing | 2 | 0 | 28-Oct-21 | 29-Oct-21 | 100% | 22-Jun-21 | 24-Jun-22 A | A1160 | Backfill Footing | | | | | | | | | | | | | | | | | | | | | | | |
| A1200 | Set One side of Wall Forms | 5 | 0 | 15-Nov-21 | 19-Nov-21 | 100% | 28-Jul-22 | 12-Aug-22 A | A1190 | Set One side of Wall Forms | | | | | | | | | | | | | | | | | | | | | | | |
| A1210 | Wall Rebar Install | 4 | 0 | 22-Nov-21 | 25-Nov-21 | 100% | 15-Aug-21 | 18-Aug-22 A | A1200 | Wall Rebar Install | | | | | | | | | | | | | | | | | | | | | | | |
| A1220 | Complete Wall Forms | 10 | 0 | 26-Nov-21 | 09-Dec-21 | 100% | 19-Aug-21 | 26-Aug-22 A | A1210 | Complete Wall Forms | | | | | | | | | | | | | | | | | | | | | | | |
| A1230 | Wall Concrete Placement | 1 | 0 | 10-Dec-21 | 10-Dec-21 | 100% | 29-Aug-21 | 30-Aug-22 A | A1220 | Wall Concrete Placement | | | | | | | | | | | | | | | | | | | | | | | |
| A1180 | Grade Slope behind Footing | 5 | 5 | 31-Aug-22 | 06-Sep-22 | 0% | 31-Aug-21 | 06-Sep-22 A | A1170 | Grade Slope behind Footing | | | | | | | | | | | | | | | | | | | | | | | |
| A1240 | Strip Wall Forms | 4 | 4 | 31-Aug-22 | 05-Sep-22 | 0% | 31-Aug-21 | 05-Sep-22 A | A1230 | Strip Wall Forms | | | | | | | | | | | | | | | | | | | | | | | |
| A1250 | Backfill | 10 | 10 | 06-Sep-22 | 19-Sep-22 | 0% | 06-Sep-21 | 19-Sep-22 A | A1240 | Backfill | | | | | | | | | | | | | | | | | | | | | | | |
| A1260 | Install Rip Rap | 10 | 10 | 06-Sep-22 | 19-Sep-22 | 0% | 06-Sep-21 | 19-Sep-22 A | A1250 | Install Rip Rap | | | | | | | | | | | | | | | | | | | | | | | |
| 22101.Project Startup.Abutment #1 (New WBS)-1 | | | | | | | | | | | 12-Sep-22, 22101.Project Startup.Ab | | | | | | | | | | | | | | | | | | | | | | |
| A1270 | Structure Excavation | 5 | 0 | 07-Feb-22 | 11-Feb-22 | 100% | 07-Feb-21 | 11-Feb-22 A | A1110 | Structure Excavation | | | | | | | | | | | | | | | | | | | | | | | |
| A1280 | Drill and Place Piles | 16 | 0 | 14-Feb-22 | 07-Mar-22 | 100% | 14-Feb-21 | 31-Mar-22 A | A1270 | Drill and Place Piles | | | | | | | | | | | | | | | | | | | | | | | |
| A1290 | Finish grade for Footing | 2 | 0 | 14-Oct-21 | 15-Oct-21 | 100% | 11-Apr-21 | 15-Apr-22 A | A1280 | Finish grade for Footing | | | | | | | | | | | | | | | | | | | | | | | |
| A1300 | Form Footing | 3 | 0 | 18-Oct-21 | 20-Oct-21 | 100% | 02-May-21 | 13-May-22 A | A1290 | Form Footing | | | | | | | | | | | | | | | | | | | | | | | |
| A1310 | Footing Rebar Install | 3 | 0 | 21-Oct-21 | 25-Oct-21 | 100% | 16-May-21 | 27-May-22 A | A1300 | Footing Rebar Install | | | | | | | | | | | | | | | | | | | | | | | |
| A1360 | Assemble Wall Gang Forms | 1 | 0 | 29-Oct-21 | 29-Oct-21 | 100% | 16-May-21 | 10-Jun-22 A | A1350 | Assemble Wall Gang Forms | | | | | | | | | | | | | | | | | | | | | | | |
| A1320 | Footing Concrete Placement | 1 | 0 | 26-Oct-21 | 26-Oct-21 | 100% | 07-Jun-21 | 07-Jun-22 A | A1310 | Footing Concrete Placement | | | | | | | | | | | | | | | | | | | | | | | |
| A1370 | Set One side of Wall Forms | 5 | 0 | 25-Oct-21 | 29-Oct-21 | 100% | 13-Jun-21 | 08-Jul-22 A | A1360 | Set One side of Wall Forms | | | | | | | | | | | | | | | | | | | | | | | |
| A1330 | Strip Forms | 1 | 0 | 27-Oct-21 | 27-Oct-21 | 100% | 15-Jun-21 | 17-Jun-22 A | A1320 | Strip Forms | | | | | | | | | | | | | | | | | | | | | | | |
| A1340 | Backfill Footing | 1 | 0 | 28-Oct-21 | 28-Oct-21 | 100% | 20-Jun-21 | 21-Jun-22 A | A1330 | Backfill Footing | | | | | | | | | | | | | | | | | | | | | | | |
| A1380 | Wall Rebar Install | 4 | 0 | 01-Nov-21 | 04-Nov-21 | 100% | 11-Jul-22 | 14-Jul-22 A | A1370 | Wall Rebar Install | | | | | | | | | | | | | | | | | | | | | | | |
| A1390 | Complete Wall Forms | 10 | 0 | 05-Nov-21 | 18-Nov-21 | 100% | 15-Jul-22 | 25-Jul-22 A | A1380 | Complete Wall Forms | | | | | | | | | | | | | | | | | | | | | | | |
| A1400 | Wall Concrete Placement | 1 | 0 | 19-Nov-21 | 19-Nov-21 | 100% | 26-Jul-22 | 26-Jul-22 A | A1390 | Wall Concrete Placement | | | | | | | | | | | | | | | | | | | | | | | |
| A1350 | Grade Slope behind Footing | 5 | 5 | 31-Aug-22 | 06-Sep-22 | 0% | 31-Aug-21 | 06-Sep-22 A | A1340 | Grade Slope behind Footing | | | | | | | | | | | | | | | | | | | | | | | |

█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone
 █ Actual Work
 █ Critical Remaining Work
 ◆ summary

Fountainhead Staffing Plan

9/6/2022

| Staff | Unit | July | August | Sept | Oct | Nov | Dec | Total |
|------------|-----------|------|--------|------|-----|-----|-----|-------|
| Biologist | 8 Hr/Day | 168 | 184 | 176 | 8 | 8 | 8 | 552 |
| Inspector | 8 Hr/Day | | 184 | 176 | 168 | 160 | 168 | 856 |
| Struc. Rep | 1 Hr/Day | | 23 | 22 | 21 | 20 | 21 | 107 |
| RE | 2 Hr/Week | | 10 | 8 | 8 | 10 | 10 | 46 |

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 21st day of December 2021 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Contract
Amendment 2*

Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 21st
Day of December, 2021

| |
|---|
| <i>Routing</i> |
| |
| CC Purchasing Personnel Auditor CAO Other: Public Works DATE: January 5, 2022 |



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: December 21, 2021

FROM: Greg Waters

SUBJECT: Amendment #2 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project duration has increased, requiring a change in the contract effective dates. This does not come with a cost increase.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the extension to the contract, however this would prevent the consultant from being paid after December 31, 2021 and the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no cost increase as a part of this Amendment #2, just a change to the contract end date.

ATTACHMENTS:

1. Fountainhead Amendment 2
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

| | |
|-----------------|-------------------------------|
| Greg Waters | Created/Initiated - 12/6/2021 |
| Darcy Ellis | Approved - 12/7/2021 |
| Michael Errante | Approved - 12/7/2021 |
| Breanne Nelums | Approved - 12/7/2021 |
| John Pinckney | Approved - 12/7/2021 |
| John Vallejo | Approved - 12/7/2021 |
| Amy Shepherd | Final Approval - 12/7/2021 |

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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

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

The consultant agreement will be extended from the current end date of December 31st, 2021 to the future date of December 31st, 2022


The effective date of this amendment to the Agreement is December 21st, 2021.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
23rd DAY OF May, 2021.

COUNTY OF INYO

By: 

Dated: 05/23/2022

CONSULTANT

By: 

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

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

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 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, 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>Public Works</i> DATE: <i>July 7, 2020</i> |

WITNESS my hand and the seal of said Board this 7th

Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



#14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

| | |
|------------------|-------------------------------|
| Jacob Trauscht | Created/Initiated - 6/29/2020 |
| Darcy Ellis | Approved - 6/30/2020 |
| Marshall Rudolph | Approved - 6/30/2020 |
| Amy Shepherd | Approved - 6/30/2020 |
| Aaron Holmberg | Approved - 6/30/2020 |
| Michael Errante | Final Approval - 6/30/2020 |

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:

| | |
|------------------|----------------|
| Public Works | Department |
| _____ | Address |
| P.O. Drawer Q | _____ |
| _____ | City and State |
| Independence, CA | _____ |

Consultant:

| | |
|-------------------------------------|----------------|
| Fountainhead Consulting Corporation | Name |
| _____ | Address |
| 2400 E. Katella, Suite 800 | _____ |
| _____ | City and State |
| Anaheim, CA 92806 | _____ |

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 Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF July, 2020.

COUNTY OF INYO

By: 
Signature
MATT KINGSLEY
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: 
Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-------------------------------|---------------------|--------|--------------------|--------------|
| Project Manager/Resident Eng. | Ivan Benavidez | 224.00 | \$ 81.00 | \$ 18,144.00 |
| Structures Representative | Javid Sharifi | 616.00 | \$ 78.00 | \$ 48,048.00 |
| Inspector/Office Engineer | Salvador Valdovinos | 880.00 | \$ 60.90 | \$ 53,592.00 |
| | | | | \$ 0.00 |

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS [(c) + (g) + (i)]** \$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 5.00%]** \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|---------|
| Mileage Costs | | | | \$ 0.00 |
| Equipment Rental and Supplies | | | | \$ 0.00 |
| Permit Fees | | | | \$ 0.00 |
| Plan Sheets | | | | \$ 0.00 |
| Test | | | | \$ 0.00 |

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| | | | | |
|--|----------------------------------|---|-----------------------|---|
| Direct Labor <u>Subtotal</u> per Cost Proposal | Total Hours per Cost Proposal | = | Avg Hourly Rate | 5 Year Contract Duration |
| \$250,000.00 | 500 | | \$50.00 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | | | | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| | Avg Hourly Rate | | Proposed Escalation | | | |
| Year 1 | \$50.00 | + | 2% | = | \$51.00 | Year 2 Avg Hourly Rate |
| Year 2 | \$51.00 | + | 2% | = | \$52.02 | Year 3 Avg Hourly Rate |
| Year 3 | \$52.02 | + | 2% | = | \$53.06 | Year 4 Avg Hourly Rate |
| Year 4 | \$53.06 | + | 2% | = | \$54.12 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
| Year 1 | 20.0% | * | 5000 | = | 1000 | Estimated Hours Year 1 |
| Year 2 | 40.0% | * | 5000 | = | 2000 | Estimated Hours Year 2 |
| Year 3 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 3 |
| Year 4 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 4 |
| Year 5 | 10.0% | * | 5000 | = | 500 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 5000 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|--------|---|---|---------------------------------------|---|------------------|------------------------|
| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
| Year 1 | \$50.00 | * | 1000 | = | \$50,000.00 | Estimated Hours Year 1 |
| Year 2 | \$51.00 | * | 2000 | = | \$102,000.00 | Estimated Hours Year 2 |
| Year 3 | \$52.02 | * | 750 | = | \$39,015.00 | Estimated Hours Year 3 |
| Year 4 | \$53.06 | * | 750 | = | \$39,795.30 | Estimated Hours Year 4 |
| Year 5 | \$54.12 | * | 500 | = | \$27,060.80 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$257,871.10 | |
| | Direct Labor Subtotal before Escalation | | | = | \$250,000.00 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$7,871.10 | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.
Date: 2020.06.26 16:37:41 -07'00' Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

| Professional | Code | Rate |
|--------------------------------------|-------------|-------------|
| Principal Engineer/Geologist | PEG | \$155 |
| Senior Engineer/Geologist | SEG | \$135 |
| Project Engineer/Geologist | PG | \$120 |
| Staff Engineer/Geologist | STEG | \$100 |
| Environmental Geologist | EG | \$135 |
| Senior Registered Hydrogeologist | SRH | \$205 |
| Groundwater Geologist | SGG | \$135 |
| Expert Witness/Deposition (4-hr min) | EW | \$255 |

| Field Technical | Code | Rate |
|--------------------------------------|-------------|-------------|
| Certified Welding Inspector | CWI | \$125 |
| Structural Welding Inspector | SWI | \$115 |
| Certified Concrete/Masonry Inspector | CCI | \$115 |
| Structural Bolting Inspector | SBI | \$115 |
| Structural Steel Inspector | SSI | \$115 |
| Reinforcing Steel Inspector | RSI | \$105 |
| Epoxy/Grout Dowel Inspector | EDI | \$105 |
| Field Engineer/Geologist | FEG | \$100 |
| Field Groundwater Geologist | FGG | \$110 |
| Senior Field Technician | SFT | \$90 |
| Field Technician | FT | \$85 |
| Source Inspector | SI | \$90 |
| Ultrasonic Weld Testing | UST | \$155 |
| Magnetic Particle Testing | MPT | \$155 |

| Field Technical (Prevailing Wage) | Code | Rate |
|--|-------------|-------------|
| Certified Welding Inspector | CWIP | \$165 |
| Structural Welding Inspector | SWIP | \$155 |
| Certified Concrete/Masonry Inspector | CCIP | \$155 |
| Structural Bolting Inspector | SBIP | \$155 |
| Structural Steel Inspector | SSIP | \$155 |
| Reinforcing Steel Inspector | RSIP | \$140 |
| Epoxy/Grout Dowel Inspector | EDIP | \$140 |
| Field Engineer/Geologist | FEGP | \$140 |
| Field Groundwater Geologist | FGGP | \$145 |
| Senior Field Technician | SFTP | \$120 |
| Field Technician | FTP | \$115 |
| Source Inspector | SIP | \$120 |
| Ultrasonic Weld Testing | USTP | \$205 |
| Magnetic Particle Testing | MPTP | \$205 |



SGS SCHEDULE OF FEES

| <u>Office and Laboratory Technical</u> | Code | Rate |
|--|------|------|
| Project Coordination | PC | \$85 |
| Laboratory Technician | LT | \$90 |
| Office Supplies/Clerical | OS | \$65 |
| Outside Services | | 115% |
| Job Supplies/Reproduction/Postage | | 115% |

| <u>Equipment Rental</u> | Code | Rate |
|-------------------------|------|------|
| Rebar Locator | RL | 115% |
| Ultrasonic Weld Tester | UWT | 115% |
| Magnetic Weld tester | MWT | 115% |
| Diamond Coring Rig | DCR | \$80 |
| Torque Wrench/Skidmore | TWS | \$80 |
| Water Quality Probe | WQP | \$50 |
| Water Level Sounder | WLS | \$25 |

| <u>Vehicle, Travel, and Per Diem</u> | Code | Rate |
|--------------------------------------|------|----------|
| Mileage | MI | \$.70/mi |
| Travel Time (200-mile max) | TT | \$85 |
| Room and Board | RB | 115% |
| Meals | M | \$40 |

LABORATORY TESTING

| <u>Soils and Aggregates</u> | Code | Test Method | Rate |
|------------------------------|------|-------------------|-------|
| Proctor (Standard Effort-4") | SDC4 | ASTM D698 | \$225 |
| Proctor (Modified Effort-4") | MDC4 | ASTM D1557 | \$230 |
| Proctor (Modified Effort-6") | MDC6 | ASTM D1557 | \$250 |
| Proctor (Rock Correction) | RC | ASTM D4718 | \$160 |
| Proctor (Check Point) | CKPT | ASTM D1557 | \$55 |
| Wet Density (Caltrans Tube) | CCT | CT 216 | \$225 |
| Durability Index | DI | ASTM D3744/CT 229 | \$225 |
| Hydrometer | HY | ASTM D422 | \$215 |
| Plasticity Index | PI | CT 204 | \$305 |
| Liquid Limit | LL | ASTM D4318 | \$165 |
| Plastic Limit | PL | ASTM D4318 | \$165 |
| R-Value (CA/NV Untreated) | RV | ASTM D2844/CT 301 | 115% |
| Sand Equivalent | SE | ASTM D2419/CT 217 | \$115 |
| Sieve Analysis | SA | ASTM C136/CT 202 | \$115 |
| Sieve Analysis with 200 Wash | SAW | ASTM C117 | \$145 |
| Specific Gravity (Coarse) | SGC | ASTM C127/CT 206 | \$135 |
| Specific Gravity (Fine) | SGF | ASTM C128/CT 207 | \$135 |

**SGS SCHEDULE OF FEES**

| | | | |
|-----------------------------|-----|-------------------|-------|
| Cleanness Value | CV | CT 227 | \$105 |
| Fractured/Crushed Particles | FP | ASTM D5821/CT 205 | \$155 |
| Unit Weight | UWA | CT 212 | \$105 |

| <u>Shear and Consolidation</u> | Code | Test Method | Rate |
|---------------------------------------|-------------|--------------------|-------------|
| Direct Shear (Undisturbed, 3-Point) | UST | ASTM D3080 | \$215 |
| Direct Shear (Remolded, 3-Point) | RST | ASTM D3080 | \$235 |
| Consolidation (8-Point) | CON | ASTM D2435 | \$355 |
| Additional Points | | | \$55 |

| <u>Concrete</u> | Code | Test Method | Rate |
|----------------------------------|-------------|--------------------|-------------|
| Compressive Test Cylinder | CCT | ASTM C39 | \$43 |
| Compressive Test Grout Sample | CTGS | ASTM C39 | \$43 |
| Compressive Test Grout Prism | CTGP | ASTM C39 | \$65 |
| Compressive Test Mortar Cylinder | CTMC | ASTM C39 | \$43 |
| Compressive Test Shotcrete Core | CTSC | ASTM C39 | \$43 |
| Oven Dry Density | ODD | ASTM C567 | \$125 |
| Equilibrium Density | EDD | ASTM C567 | Request |

| <u>Asphalt and Pavement</u> | Code | Test Method | Rate |
|--|-------------|--------------------|-------------|
| Asphalt Extraction by Ignition | IGN | CT 382 | \$250 |
| Aggregate Gradation of Extracted Sample | GES | CT 202 | \$115 |
| Moisture Content of Asphalt | MCA | CT 370 | \$105 |
| Specific Gravity of Asphalt Core | SGAC | CT 308 | \$60 |
| Theoretical Max Specific Gravity/Density | RICE | CT 309 | \$165 |
| Stabilometer Test | HVEEM | CT 366 | 115% |



47 1st Street, Suite 1
 Redlands, CA 92373-4601
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

| Position Title | Assigned hourly rate for the duration of the contract |
|-------------------------------|--|
| Principal In Charge | \$157.00 |
| Senior Regulatory Specialist | \$157.00 |
| Program Manager | \$157.00 |
| Senior Ecologist | \$140.00 |
| CEQA/NEPA Specialist | \$140.00 |
| Environmental Project Manager | \$140.00 |
| Environmental Site Manager | \$140.00 |
| Public Outreach Specialist | \$140.00 |
| Senior Biologist | \$140.00 |
| FAA Licensed UAV Pilot | \$135.00 |
| Biologist | \$128.00 |
| Field Biologist | \$110.00 |
| CADD/GIS Specialist | \$110.00 |
| Project Analyst | \$105.00 |
| General Construction Monitor | \$105.00 |
| Administrative | \$ 65.00 |

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Shama Circle
Crowley Lake, CA 93546

**Prevailing Wage
Pricelist 2020**

| Categories | Hourly Rate |
|-------------------------------|--------------------|
| Survey crew (Prevailing Wage) | \$260 |
| Calculation time | \$100 |
| Project Coordination | \$100 |
| Boundary Map Research | \$100 |
| Drafting | \$100 |
| | |



ZTC Hourly Rate 2020

| Type of Service | Title | Qualification | Hourly Rate |
|--|-------------------------|----------------------------------|-------------------------|
| Project Management | PM | PE | \$210 |
| Engineering Service | Senior Quality Engineer | PE / CQA | \$184.80 |
| | Quality Engineer | PE | \$115.50 |
| | Assistant Engineer | EIT | \$80.85 |
| QA Source Inspection Services | QA Inspector | CWI, PCI II/III, ASNT NDT UT/MT | \$109.15 ^{1,2} |
| QA Field Inspection Services (Prevailing) | QA Inspector | CWI, PCI II./III, ASNT NDT UT/MT | Per DIR requirements |

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

| Item | Quantity | Approx. Unit Cost | Total Amount |
|---------------------------------|-----------------------|------------------------|--------------|
| Millage | TBD (Federal Rate) | \$ 0.575 / mile | TBD |
| Travel in-State | TBD (Caltrans Policy) | Approx. \$600 / Trip | TBD |
| Travel Out-of-State | TBD (Caltrans Policy) | Approx. \$1,200 / Trip | TBD |
| Bearing Pad / Elastomer Testing | TBD (ZTC Sub ***) | \$1,500 / Unit | TBD |
| Epoxy Coating Testing | TBD (ZTC Sub ***) | \$150 / Per Sample | TBD |
| Strand Testing | TBD (ZTC Sub ***) | \$180/ Per Test | TBD |
| Anchor Bolt Testing | TBD (ZTC Sub ***) | \$350 / Per Set | TBD |
| Hoop Testing / Couplers (<#11) | TBD (ZTC Sub ***) | \$160 / Per Sample | TBD |
| High Strength Bolts | TBD (ZTC Sub ***) | \$155 / per bolt set | TBD |
| Prestressing Components | TBD (ZTC Sub ***) | \$125 / per sample | TBD |

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional 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): 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, \$2,000,000 general aggregate.

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 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor 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.

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 (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 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.

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

Attachment D: Insurance Requirements for Professional Services

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 insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the 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 provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

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

Claims Made Policies

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

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

Attachment D: Insurance Requirements for Professional Services

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-

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 5th day of October 2021 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 5th
Day of October, 2021

| |
|--|
| <i>Routing</i> |
| |
| CC Purchasing Personnel Auditor CAO Other: Public Works DATE: October 13, 2021 |



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



#18

Public Works

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Greg Waters

SUBJECT: Amendment #1 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, two subconsultants will need to be replaced by two others. Additionally, California Department of Fish and Wildlife has requested an increase in the environmental monitoring from weekly to daily, resulting in an increase in the fees required.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding will be sourced from California Office of Emergency Services (75%) and Road Maintenance and Repair Account (25%). The cost of the amendment will be paid through the Road budget (034600), North Round Valley Bridge Project (5717).

ATTACHMENTS:

1. Fountainhead Amendment No. 1
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

| | |
|----------------|-------------------------------|
| Greg Waters | Created/Initiated - 8/17/2021 |
| Darcy Ellis | Approved - 8/18/2021 |
| Darcy Ellis | Approved - 8/18/2021 |
| Greg Waters | Approved - 9/30/2021 |
| Breanne Nelums | Approved - 9/30/2021 |
| John Pinckney | Approved - 9/30/2021 |
| John Vallejo | Approved - 9/30/2021 |
| Amy Shepherd | Final Approval - 9/30/2021 |

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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


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

1. Exhibit 10-H1 Cost Proposal to the Contract is amended for the Consultant, Fountainhead Consulting Corporation, removing Sub-Consultants Jericho Systems and Sierra Geotechnical Services and replacing them with Geode Environmental and Eastern Sierra Engineering, respectively. The total contract value is hereby increased by \$121,829.20. The effective date of this amendment to the Agreement is July 1st, 2021. .
All other terms and conditions of the Agreement are unchanged and shall remain the same.

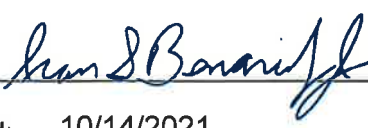
**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
19th DAY OF October, 2021.

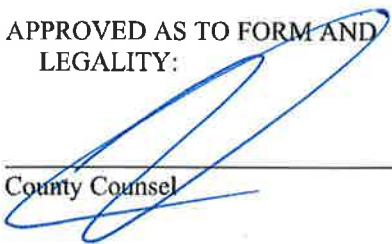
COUNTY OF INYO

By: 
Dated: 10-19-2021

CONSULTANT

By: 
Dated: 10/14/2021

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

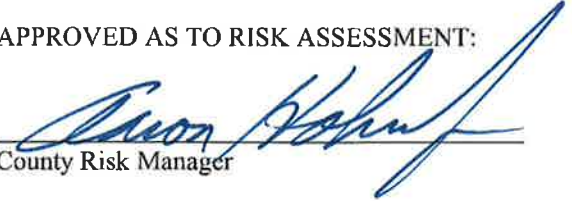
APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

September 06, 2021

Greg Waters
Associate Civil Engineer
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

RE: TRANSMITTAL LETTER | SUBCONSULTANT SUBSTITUTION AND COST PROPOSAL | CONTRACT NO. 156

Dear Mr. Waters,

Fountainhead Consulting Corporation (Fountainhead) is submitting this request to A) substitute two subconsultants originally proposed on the contract and to B) request an increase to the contract to provide daily biological monitoring due to permit requirements.

- A) Fountainhead originally proposed Jericho Systems to perform biological monitoring services per the RFP requirements, unfortunately Jericho Systems closed (Attachment A) their offices after the contract award. Therefore, Fountainhead is having to replace Jericho Systems with another biological monitoring service provide. In addition to substituting Jericho Systems with Geode Environmental we also have a second subconsultant Sierra Geotechnical has developed a conflict of interest due to entering a contract with Spiess (Contractor) to perform Quality Control and Assurance Testing. Therefore, we are also requesting to substitute Sierra Geotechnical with Eastern Sierra Engineering to perform Independent Assurance testing as the subconsultant owner's representative with Fountainhead
- B) During the RFP process the final permits for the project were not issued therefore Fountainhead negotiated with the County to provide biological monitoring on a weekly basis for work within the creek. After Fountainheads contract was negotiated the final permits were obtained. The final permits required daily biological monitoring while working in the creek and thereby initiated a cost increase to provide the level of service required in the permit. Fountainhead reviewed several options for a biological monitoring consultant with reasonable rates and negotiated with Geode Environmental to perform the scope of work (Attachment B). Our proposed contract value increase of \$121,829.60 is a Not-to-Exceed value and the hours applied will only be as required by California Department of Fish & Wildlife. In doing so we will have the ability to modulate the application of resources to suit the conditions in the field

If you have any questions, or require additional information, please contact Ivan Benavidez at 909.512.2815 or email at ibenavidez@fountainheadcorp.com.

Respectfully submitted,



Rosalie Acosta, Corporate Secretary

ATTACHMENT A



PO Box 7061
Redlands, CA 92373
(909) 915-5900

April 12, 2021

Dear Valued Client:

Since 2012, Jericho Systems, Inc. (Jericho) has been honored to serve you on your various projects.

However, it is with heavy heart that I am informing you of the closure of Jericho, effective June 30, 2021 due to some health issues I have been struggling with for the past few years.

In keeping with my commitment to provide excellent service to our clients, I would like to recommend the following firms which have been assisting me on many projects behind the scenes for the past few years. These firms are extremely qualified with biology/ecological assessments for multiple jurisdictions, jurisdictional waters permitting, endangered species compliance, CEQA/NEPA compliance, and whom I know will provide excellent service to you:

ELMT Consulting, Inc

Attn: Travis McGill
2201 N. Grand Avenue #10098. Santa Ana, CA 92711-0098
Travismcgill@elmtconsulting.com
(909) 816-1646

Compass Consulting Enterprises, Inc

Attn: Julie Gilbert
PO Box 2627, Avalon, CA 90704
Julie@compass-consultinginc.com
(909) 496-5960
(WBE Certified, DBE Certification in process)

In the interim, effective immediately, Jericho's Craig Lawrey will be handling all operational aspects and will be your primary contact. You may reach Craig at craig@jericho-systems.com or at (909) 744-0487. Julie Gilbert, who you may know has worked for Jericho since 2016, will be assisting Craig with contract management and final billing. For Jericho contract and billing questions, Julie can be reached at juliegill@outlook.com or at (909) 496-5960.

Again, it has been my honor serving you, and I wish you all the best with your future endeavors.

Sincerely,

Shay Lawrey
President, Jericho Systems, Inc.

Craig Lawrey
Secretary/Operations Manager, Jericho Systems, Inc

Fountainhead Proposed Changes to Original Agreement

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation for Geode Environmental

Project No. 48C0044 Contract No. 156 Date 09/06/2021

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|----------------------------------|----------|--------------------|----------------|
| Biologist. | Geode Environmental | 1,240.00 | \$ 130.00 | \$ 161,200.00 |
| Inspector (Credit) | S. Valdovinos_20 days Temp. Work | -160.00 | \$ 130.44 | (\$ 20,870.40) |
| | | | | \$ 0.00 |
| | | | | \$ 0.00 |

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 140,329.60
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 140,329.60

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS [(c) + (g) + (i)]** \$ 0.00

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** \$ 0.00

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|---------|
| Mileage Costs | | | | \$ 0.00 |
| Equipment Rental and Supplies | | | | \$ 0.00 |
| Permit Fees | | | | \$ 0.00 |
| Plan Sheets | | | | \$ 0.00 |
| Test | | | | \$ 0.00 |

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|--|----------------|
| Subconsultant 1: <u>ZT Consulting</u> | \$ 0.00 |
| Subconsultant 2: <u>Earthspectives</u> | \$ 0.00 |
| Subconsultant 3: <u>Jericho Systems Substitute Geode Environmental</u> | (\$ 18,500.00) |
| Subconsultant 4: <u>Sierra Geotechnical Substitute Eastern Sierra</u> | \$ 0.00 |

m) **TOTAL SUBCONSULTANTS' COSTS** (\$ 18,500.00)

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** (\$ 18,500.00)

TOTAL COST [(c) + (j) + (k) + (n)] \$ 121,829.60

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-------------------------------|---------------------|--------|--------------------|--------------|
| Project Manager/Resident Eng. | Ivan Benavidez | 224.00 | \$ 81.00 | \$ 18,144.00 |
| Structures Representative | Javid Sharifi | 616.00 | \$ 78.00 | \$ 48,048.00 |
| Inspector/Office Engineer | Salvador Valdovinos | 880.00 | \$ 60.90 | \$ 53,592.00 |
| | | | | \$ 0.00 |

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 119,784.00 ✓
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 119,784.00

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
- j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 124,575.36

FIXED FEE

- k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 5.00%] \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

\$256,577.33

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|------|-----------|----------------|
| Mileage Costs | | | | \$ 0.00 |
| Equipment Rental and Supplies | | | | \$ 0.00 |
| Permit Fees | | | | \$ 0.00 |
| Plan Sheets | | | | \$ 0.00 |
| Test | | | | \$ 0.00 |
| l) TOTAL OTHER DIRECT COSTS | | | | <u>\$ 0.00</u> |

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|--|---------------------|
| Subconsultant 1: <u>ZT Consulting</u> | <u>\$ 42,863.04</u> |
| Subconsultant 2: <u>Earthspectives</u> | <u>\$ 8,436.00</u> |
| Subconsultant 3: <u>Jericho Systems</u> | <u>\$ 18,500.00</u> |
| Subconsultant 4: <u>Sierra Geotechnical Services</u> | <u>\$ 13,552.00</u> |
| m) TOTAL SUBCONSULTANTS' COSTS | <u>\$ 83,351.04</u> |

- n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

North Round Valley Bridge Project
Resident Engineer Proposed Schedule of Values
Amendment #1
As of 9/29/2021 10:40 AM

| Consultant | Original \$ | Amendment #1 (Subject to Approval) | Adjusted Total | Invoice #1 1-1-21 thru 6-30-21 | Invoice #2 7-1-21 thru 7-31-21 | Total To Date | Remaining |
|------------------------------|---------------------|---------------------------------------|---------------------|-----------------------------------|-----------------------------------|--------------------|---------------------|
| FountainHead Prime | \$339,928.37 | | | \$28,453.60 | \$17,327.54 | | |
| Breakdown: | | | | | | | |
| Fountainhead In House | \$256,577.33 | (\$20,870.40) | \$235,706.93 | \$15,339.69 | \$16,048.90 | \$31,388.59 | \$204,318.34 |
| ZT Consulting | \$42,863.04 | \$0.00 | \$42,863.04 | \$13,113.91 | \$1,278.64 | \$14,392.55 | \$28,470.49 |
| Earthspectives | \$8,436.00 | \$0.00 | \$8,436.00 | \$0.00 | \$0.00 | \$0.00 | \$8,436.00 |
| Jericho Systems | \$18,500.00 | (\$18,500.00) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Geode Environmental | \$0.00 | \$161,200.00 | \$161,200.00 | \$0.00 | \$0.00 | \$0.00 | \$161,200.00 |
| Sierra Geotechnical Services | \$13,552.00 | (\$13,552.00) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Eastern Sierra Engineering | \$0.00 | \$13,552.00 | \$13,552.00 | \$0.00 | \$0.00 | \$0.00 | \$13,552.00 |
| Total: | \$339,928.37 | \$121,829.60 | \$461,757.97 | \$28,453.60 | \$17,327.54 | \$45,781.14 | \$415,976.83 |
| Delta | \$121,829.60 | | | | | | |

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 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, 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>Public Works</i> DATE: <i>July 7, 2020</i> |

WITNESS my hand and the seal of said Board this 7th
Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



#14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Aaron Holmberg
Michael Errante

Created/Initiated - 6/29/2020
Approved - 6/30/2020
Approved - 6/30/2020
Approved - 6/30/2020
Approved - 6/30/2020
Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:

| | |
|------------------|----------------|
| Public Works | Department |
| P.O. Drawer Q | Address |
| Independence, CA | City and State |

Consultant:

| | |
|-------------------------------------|----------------|
| Fountainhead Consulting Corporation | Name |
| 2400 E. Katella, Suite 800 | Address |
| Anaheim, CA 92808 | 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 Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF July, 2020.

COUNTY OF INYO

By: [Signature]
Signature
MATT KINGSLEY
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: [Signature]
Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.

- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES****

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-------------------------------|---------------------|--------|--------------------|--------------|
| Project Manager/Resident Eng. | Ivan Benavidez | 224.00 | \$ 81.00 | \$ 18,144.00 |
| Structures Representative | Javid Sharifi | 616.00 | \$ 78.00 | \$ 48,048.00 |
| Inspector/Office Engineer | Salvador Valdovinos | 880.00 | \$ 60.90 | \$ 53,592.00 |
| | | | | \$ 0.00 |

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 119,784.00
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 124,575.36

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%]** \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|-------------------------------|----------|------|-----------|---------|
| Mileage Costs | | | | \$ 0.00 |
| Equipment Rental and Supplies | | | | \$ 0.00 |
| Permit Fees | | | | \$ 0.00 |
| Plan Sheets | | | | \$ 0.00 |
| Test | | | | \$ 0.00 |

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

| | |
|--|---------------------|
| Subconsultant 1: <u>ZT Consulting</u> | <u>\$ 42,863.04</u> |
| Subconsultant 2: <u>Earthspectives</u> | <u>\$ 8,436.00</u> |
| Subconsultant 3: <u>Jericho Systems</u> | <u>\$ 18,500.00</u> |
| Subconsultant 4: <u>Sierra Geotechnical Services</u> | <u>\$ 13,552.00</u> |

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

| Direct Labor Subtotal per Cost Proposal | Total Hours per Cost Proposal | | Avg Hourly Rate | 5 Year Contract Duration |
|---|----------------------------------|---|-----------------------|--------------------------------|
| \$250,000.00 | 500 | = | \$50.00 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$50.00 | + | 2% | = | \$51.00 | Year 2 Avg Hourly Rate |
| Year 2 | \$51.00 | + | 2% | = | \$52.02 | Year 3 Avg Hourly Rate |
| Year 3 | \$52.02 | + | 2% | = | \$53.06 | Year 4 Avg Hourly Rate |
| Year 4 | \$53.06 | + | 2% | = | \$54.12 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | * | Total Hours per Cost Proposal | = | Total Hours per Year | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 20.0% | * | 5000 | = | 1000 | Estimated Hours Year 1 |
| Year 2 | 40.0% | * | 5000 | = | 2000 | Estimated Hours Year 2 |
| Year 3 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 3 |
| Year 4 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 4 |
| Year 5 | 10.0% | * | 5000 | = | 500 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 5000 | |

4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | * | Estimated hours (calculated above) | = | Cost per Year | |
|--------|--|---|---------------------------------------|---|------------------|------------------------|
| Year 1 | \$50.00 | * | 1000 | = | \$50,000.00 | Estimated Hours Year 1 |
| Year 2 | \$51.00 | * | 2000 | = | \$102,000.00 | Estimated Hours Year 2 |
| Year 3 | \$52.02 | * | 750 | = | \$39,015.00 | Estimated Hours Year 3 |
| Year 4 | \$53.06 | * | 750 | = | \$39,795.30 | Estimated Hours Year 4 |
| Year 5 | \$54.12 | * | 500 | = | \$27,060.80 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$257,871.10 | |
| | Direct Labor Subtotal before Escalation | | | = | \$250,000.00 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$7,871.10 | Transfer to Page 1 |

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr. Date: 2020.06.26 16:37:41 -0700 Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

| <u>Professional</u> | <u>Code</u> | <u>Rate</u> |
|--------------------------------------|-------------|-------------|
| Principal Engineer/Geologist | PEG | \$155 |
| Senior Engineer/Geologist | SEG | \$135 |
| Project Engineer/Geologist | PG | \$120 |
| Staff Engineer/Geologist | STEG | \$100 |
| Environmental Geologist | EG | \$135 |
| Senior Registered Hydrogeologist | SRH | \$205 |
| Groundwater Geologist | SGG | \$135 |
| Expert Witness/Deposition (4-hr min) | EW | \$255 |

| <u>Field Technical</u> | <u>Code</u> | <u>Rate</u> |
|--------------------------------------|-------------|-------------|
| Certified Welding Inspector | CWI | \$125 |
| Structural Welding Inspector | SWI | \$115 |
| Certified Concrete/Masonry Inspector | CCI | \$115 |
| Structural Bolting Inspector | SBI | \$115 |
| Structural Steel Inspector | SSI | \$115 |
| Reinforcing Steel Inspector | RSI | \$105 |
| Epoxy/Grout Dowel Inspector | EDI | \$105 |
| Field Engineer/Geologist | FEG | \$100 |
| Field Groundwater Geologist | FGG | \$110 |
| Senior Field Technician | SFT | \$90 |
| Field Technician | FT | \$85 |
| Source Inspector | SI | \$90 |
| Ultrasonic Weld Testing | UST | \$155 |
| Magnetic Particle Testing | MPT | \$155 |

| <u>Field Technical (Prevailing Wage)</u> | <u>Code</u> | <u>Rate</u> |
|--|-------------|-------------|
| Certified Welding Inspector | CWIP | \$165 |
| Structural Welding Inspector | SWIP | \$155 |
| Certified Concrete/Masonry Inspector | CCIP | \$155 |
| Structural Bolting Inspector | SBIP | \$155 |
| Structural Steel Inspector | SSIP | \$155 |
| Reinforcing Steel Inspector | RSIP | \$140 |
| Epoxy/Grout Dowel Inspector | EDIP | \$140 |
| Field Engineer/Geologist | FEGP | \$140 |
| Field Groundwater Geologist | FGGP | \$145 |
| Senior Field Technician | SFTP | \$120 |
| Field Technician | FTP | \$115 |
| Source Inspector | SIP | \$120 |
| Ultrasonic Weld Testing | USTP | \$205 |
| Magnetic Particle Testing | MPTP | \$205 |

**SGS SCHEDULE OF FEES**

| <u>Office and Laboratory Technical</u> | <u>Code</u> | <u>Rate</u> |
|--|-------------|-------------|
| Project Coordination | PC | \$85 |
| Laboratory Technician | LT | \$90 |
| Office Supplies/Clerical | OS | \$65 |
| Outside Services | | 115% |
| Job Supplies/Reproduction/Postage | | 115% |

| <u>Equipment Rental</u> | <u>Code</u> | <u>Rate</u> |
|-------------------------|-------------|-------------|
| Rebar Locator | RL | 115% |
| Ultrasonic Weld Tester | UWT | 115% |
| Magnetic Weld tester | MWT | 115% |
| Diamond Coring Rig | DCR | \$80 |
| Torque Wrench/Skidmore | TWS | \$80 |
| Water Quality Probe | WQP | \$50 |
| Water Level Sounder | WLS | \$25 |

| <u>Vehicle, Travel, and Per Diem</u> | <u>Code</u> | <u>Rate</u> |
|--------------------------------------|-------------|-------------|
| Mileage | MI | \$.70/mi |
| Travel Time (200-mile max) | TT | \$85 |
| Room and Board | RB | 115% |
| Meals | M | \$40 |

LABORATORY TESTING

| <u>Soils and Aggregates</u> | <u>Code</u> | <u>Test Method</u> | <u>Rate</u> |
|------------------------------|-------------|--------------------|-------------|
| Proctor (Standard Effort-4") | SDC4 | ASTM D698 | \$225 |
| Proctor (Modified Effort-4") | MDC4 | ASTM D1557 | \$230 |
| Proctor (Modified Effort-6") | MDC6 | ASTM D1557 | \$250 |
| Proctor (Rock Correction) | RC | ASTM D4718 | \$160 |
| Proctor (Check Point) | CKPT | ASTM D1557 | \$55 |
| Wet Density (Caltrans Tube) | CCT | CT 216 | \$225 |
| Durability Index | DI | ASTM D3744/CT 229 | \$225 |
| Hydrometer | HY | ASTM D422 | \$215 |
| Plasticity Index | PI | CT 204 | \$305 |
| Liquid Limit | LL | ASTM D4318 | \$165 |
| Plastic Limit | PL | ASTM D4318 | \$165 |
| R-Value (CA/NV Untreated) | RV | ASTM D2844/CT 301 | 115% |
| Sand Equivalent | SE | ASTM D2419/CT 217 | \$115 |
| Sieve Analysis | SA | ASTM C136/CT 202 | \$115 |
| Sieve Analysis with 200 Wash | SAW | ASTM C117 | \$145 |
| Specific Gravity (Coarse) | SGC | ASTM C127/CT 206 | \$135 |
| Specific Gravity (Fine) | SGF | ASTM C128/CT 207 | \$135 |

**SGS SCHEDULE OF FEES**

| | | | |
|-----------------------------|-----|-------------------|-------|
| Cleanness Value | CV | CT 227 | \$105 |
| Fractured/Crushed Particles | FP | ASTM D5821/CT 205 | \$155 |
| Unit Weight | UWA | CT 212 | \$105 |

| <u>Shear and Consolidation</u> | Code | Test Method | Rate |
|---------------------------------------|-------------|--------------------|-------------|
| Direct Shear (Undisturbed, 3-Point) | UST | ASTM D3080 | \$215 |
| Direct Shear (Remolded, 3-Point) | RST | ASTM D3080 | \$235 |
| Consolidation (8-Point) | CON | ASTM D2435 | \$355 |
| Additional Points | | | \$55 |

| <u>Concrete</u> | Code | Test Method | Rate |
|----------------------------------|-------------|--------------------|-------------|
| Compressive Test Cylinder | CCT | ASTM C39 | \$43 |
| Compressive Test Grout Sample | CTGS | ASTM C39 | \$43 |
| Compressive Test Grout Prism | CTGP | ASTM C39 | \$65 |
| Compressive Test Mortar Cylinder | CTMC | ASTM C39 | \$43 |
| Compressive Test Shotcrete Core | CTSC | ASTM C39 | \$43 |
| Oven Dry Density | ODD | ASTM C567 | \$125 |
| Equilibrium Density | EDD | ASTM C567 | Request |

| <u>Asphalt and Pavement</u> | Code | Test Method | Rate |
|--|-------------|--------------------|-------------|
| Asphalt Extraction by Ignition | IGN | CT 382 | \$250 |
| Aggregate Gradation of Extracted Sample | GES | CT 202 | \$115 |
| Moisture Content of Asphalt | MCA | CT 370 | \$105 |
| Specific Gravity of Asphalt Core | SGAC | CT 308 | \$60 |
| Theoretical Max Specific Gravity/Density | RICE | CT 309 | \$165 |
| Stabilometer Test | HVEEM | CT 366 | 115% |



47 1st Street, Suite 1
 Redlands, CA 92373-4801
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

| Position Title | Assigned hourly rate for the duration of the contract |
|-------------------------------|--|
| Principal In Charge | \$157.00 |
| Senior Regulatory Specialist | \$157.00 |
| Program Manager | \$157.00 |
| Senior Ecologist | \$140.00 |
| CEQA/NEPA Specialist | \$140.00 |
| Environmental Project Manager | \$140.00 |
| Environmental Site Manager | \$140.00 |
| Public Outreach Specialist | \$140.00 |
| Senior Biologist | \$140.00 |
| FAA Licensed UAV Pilot | \$135.00 |
| Biologist | \$128.00 |
| Field Biologist | \$110.00 |
| CADD/GIS Specialist | \$110.00 |
| Project Analyst | \$105.00 |
| General Construction Monitor | \$105.00 |
| Administrative | \$ 65.00 |

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Shanna Circle
Crowley Lake, CA 95546

**Prevailing Wage
Pricelist 2020**

| Categories | Hourly Rate |
|-------------------------------|--------------------|
| Survey crew (Prevailing Wage) | \$260 |
| Calculation time | \$100 |
| Project Coordination | \$100 |
| Boundary Map Research | \$100 |
| Drafting | \$100 |
| | |



ZTC Hourly Rate 2020

| Type of Service | Title | Qualification | Hourly Rate |
|---|-------------------------|----------------------------------|-------------------------|
| Project Management | PM | PE | \$210 |
| Engineering Service | Senior Quality Engineer | PE / CQA | \$184.80 |
| | Quality Engineer | PE | \$115.50 |
| | Assistant Engineer | EIT | \$80.85 |
| QA Source Inspection Services | QA Inspector | CWI, PCI II/III, ASNT NDT UT/MT | \$109.15 ^{1,2} |
| QA Field Inspection Services (Prevailing) | QA Inspector | CWI, PCI II./III, ASNT NDT UT/MT | Per DIR requirements |

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

| Item | Quantity | Approx. Unit Cost | Total Amount |
|---------------------------------|-----------------------|------------------------|--------------|
| Millage | TBD (Federal Rate) | \$ 0.575 / mile | TBD |
| Travel in-State | TBD (Caltrans Policy) | Approx. \$600 / Trip | TBD |
| Travel Out-of-State | TBD (Caltrans Policy) | Approx. \$1,200 / Trip | TBD |
| Bearing Pad / Elastomer Testing | TBD (ZTC Sub ***) | \$1,500 / Unit | TBD |
| Epoxy Coating Testing | TBD (ZTC Sub ***) | \$150 / Per Sample | TBD |
| Strand Testing | TBD (ZTC Sub ***) | \$180/ Per Test | TBD |
| Anchor Bolt Testing | TBD (ZTC Sub ***) | \$350 / Per Set | TBD |
| Hoop Testing / Couplers (<#11) | TBD (ZTC Sub ***) | \$160 / Per Sample | TBD |
| High Strength Bolts | TBD (ZTC Sub ***) | \$155 / per bolt set | TBD |
| Prestressing Components | TBD (ZTC Sub ***) | \$125 / per sample | TBD |

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 TO: December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional 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): 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, \$2,000,000 general aggregate.

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 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor 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.

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 (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 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.

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

Attachment D: Insurance Requirements for Professional Services

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 insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the 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 provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

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

Claims Made Policies

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

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

Attachment D: Insurance Requirements for Professional Services

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-

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 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, 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>Public Works</i> DATE: <i>July 7, 2020</i> |

WITNESS my hand and the seal of said Board this 7th

Day of JULY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____



County of Inyo



#14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

| | |
|------------------|-------------------------------|
| Jacob Trauscht | Created/Initiated - 6/29/2020 |
| Darcy Ellis | Approved - 6/30/2020 |
| Marshall Rudolph | Approved - 6/30/2020 |
| Amy Shepherd | Approved - 6/30/2020 |
| Aaron Holmberg | Approved - 6/30/2020 |
| Michael Errante | Final Approval - 6/30/2020 |

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To

facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:

| | |
|------------------|----------------|
| Public Works | Department |
| _____ | Address |
| P.O. Drawer Q | _____ |
| _____ | City and State |
| Independence, CA | _____ |

Consultant:

| | |
|-------------------------------------|----------------|
| Fountainhead Consulting Corporation | Name |
| _____ | Address |
| 2400 E. Katella, Suite 800 | _____ |
| _____ | City and State |
| Anaheim, CA 92806 | _____ |

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 Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF July, 2020.

COUNTY OF INYO

By: [Signature] Signature
MATT KINGSLEY
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: [Signature] Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature] County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature] County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature] Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature] County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-------------------------------|---------------------|--------|--------------------|--------------|
| Project Manager/Resident Eng. | Ivan Benavidez | 224.00 | \$ 81.00 | \$ 18,144.00 |
| Structures Representative | Javid Sharifi | 616.00 | \$ 78.00 | \$ 48,048.00 |
| Inspector/Office Engineer | Salvador Valdovinos | 880.00 | \$ 60.90 | \$ 53,592.00 |
| | | | | \$ 0.00 |

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS [(c) + (g) + (i)]** \$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 5.00%]** \$ 12,217.97

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

| Description of Item | Quantity | Unit | Unit Cost | Total |
|------------------------------------|----------|------|-----------|----------------|
| Mileage Costs | | | | \$ 0.00 |
| Equipment Rental and Supplies | | | | \$ 0.00 |
| Permit Fees | | | | \$ 0.00 |
| Plan Sheets | | | | \$ 0.00 |
| Test | | | | \$ 0.00 |
| l) TOTAL OTHER DIRECT COSTS | | | | <u>\$ 0.00</u> |

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00
 m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| | | | | |
|--|----------------------------------|---|-----------------------|--------------------------------|
| Direct Labor <u>Subtotal</u> per Cost Proposal | Total Hours per Cost Proposal | = | Avg Hourly Rate | 5 Year Contract Duration |
| \$250,000.00 | 500 | | \$50.00 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | | | | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| | Avg Hourly Rate | | Proposed Escalation | | | |
| Year 1 | \$50.00 | + | 2% | = | \$51.00 | Year 2 Avg Hourly Rate |
| Year 2 | \$51.00 | + | 2% | = | \$52.02 | Year 3 Avg Hourly Rate |
| Year 3 | \$52.02 | + | 2% | = | \$53.06 | Year 4 Avg Hourly Rate |
| Year 4 | \$53.06 | + | 2% | = | \$54.12 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | | | | | | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
| Year 1 | 20.0% | * | 5000 | = | 1000 | Estimated Hours Year 1 |
| Year 2 | 40.0% | * | 5000 | = | 2000 | Estimated Hours Year 2 |
| Year 3 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 3 |
| Year 4 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 4 |
| Year 5 | 10.0% | * | 5000 | = | 500 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 5000 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | | | | | | |
|--------|---|---|---------------------------------------|---|------------------|------------------------|
| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
| Year 1 | \$50.00 | * | 1000 | = | \$50,000.00 | Estimated Hours Year 1 |
| Year 2 | \$51.00 | * | 2000 | = | \$102,000.00 | Estimated Hours Year 2 |
| Year 3 | \$52.02 | * | 750 | = | \$39,015.00 | Estimated Hours Year 3 |
| Year 4 | \$53.06 | * | 750 | = | \$39,795.30 | Estimated Hours Year 4 |
| Year 5 | \$54.12 | * | 500 | = | \$27,060.80 | Estimated Hours Year 5 |
| | Total Direct Labor Cost with Escalation | | | = | \$257,871.10 | |
| | Direct Labor Subtotal before Escalation | | | = | \$250,000.00 | |
| | Estimated total of Direct Labor Salary Increase | | | = | \$7,871.10 | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.
Date: 2020.06.26 16:37:41 -07'00' Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

| Professional | Code | Rate |
|--------------------------------------|-------------|-------------|
| Principal Engineer/Geologist | PEG | \$155 |
| Senior Engineer/Geologist | SEG | \$135 |
| Project Engineer/Geologist | PG | \$120 |
| Staff Engineer/Geologist | STEG | \$100 |
| Environmental Geologist | EG | \$135 |
| Senior Registered Hydrogeologist | SRH | \$205 |
| Groundwater Geologist | SGG | \$135 |
| Expert Witness/Deposition (4-hr min) | EW | \$255 |

| Field Technical | Code | Rate |
|--------------------------------------|-------------|-------------|
| Certified Welding Inspector | CWI | \$125 |
| Structural Welding Inspector | SWI | \$115 |
| Certified Concrete/Masonry Inspector | CCI | \$115 |
| Structural Bolting Inspector | SBI | \$115 |
| Structural Steel Inspector | SSI | \$115 |
| Reinforcing Steel Inspector | RSI | \$105 |
| Epoxy/Grout Dowel Inspector | EDI | \$105 |
| Field Engineer/Geologist | FEG | \$100 |
| Field Groundwater Geologist | FGG | \$110 |
| Senior Field Technician | SFT | \$90 |
| Field Technician | FT | \$85 |
| Source Inspector | SI | \$90 |
| Ultrasonic Weld Testing | UST | \$155 |
| Magnetic Particle Testing | MPT | \$155 |

| Field Technical (Prevailing Wage) | Code | Rate |
|--|-------------|-------------|
| Certified Welding Inspector | CWIP | \$165 |
| Structural Welding Inspector | SWIP | \$155 |
| Certified Concrete/Masonry Inspector | CCIP | \$155 |
| Structural Bolting Inspector | SBIP | \$155 |
| Structural Steel Inspector | SSIP | \$155 |
| Reinforcing Steel Inspector | RSIP | \$140 |
| Epoxy/Grout Dowel Inspector | EDIP | \$140 |
| Field Engineer/Geologist | FEGP | \$140 |
| Field Groundwater Geologist | FGGP | \$145 |
| Senior Field Technician | SFTP | \$120 |
| Field Technician | FTP | \$115 |
| Source Inspector | SIP | \$120 |
| Ultrasonic Weld Testing | USTP | \$205 |
| Magnetic Particle Testing | MPTP | \$205 |

**SGS SCHEDULE OF FEES**

| <u>Office and Laboratory Technical</u> | Code | Rate |
|---|-------------|-------------|
| Project Coordination | PC | \$85 |
| Laboratory Technician | LT | \$90 |
| Office Supplies/Clerical | OS | \$65 |
| Outside Services | | 115% |
| Job Supplies/Reproduction/Postage | | 115% |

| <u>Equipment Rental</u> | Code | Rate |
|--------------------------------|-------------|-------------|
| Rebar Locator | RL | 115% |
| Ultrasonic Weld Tester | UWT | 115% |
| Magnetic Weld tester | MWT | 115% |
| Diamond Coring Rig | DCR | \$80 |
| Torque Wrench/Skidmore | TWS | \$80 |
| Water Quality Probe | WQP | \$50 |
| Water Level Sounder | WLS | \$25 |

| <u>Vehicle, Travel, and Per Diem</u> | Code | Rate |
|---|-------------|-------------|
| Mileage | MI | \$.70/mi |
| Travel Time (200-mile max) | TT | \$85 |
| Room and Board | RB | 115% |
| Meals | M | \$40 |

LABORATORY TESTING

| <u>Soils and Aggregates</u> | Code | Test Method | Rate |
|------------------------------------|-------------|--------------------|-------------|
| Proctor (Standard Effort-4") | SDC4 | ASTM D698 | \$225 |
| Proctor (Modified Effort-4") | MDC4 | ASTM D1557 | \$230 |
| Proctor (Modified Effort-6") | MDC6 | ASTM D1557 | \$250 |
| Proctor (Rock Correction) | RC | ASTM D4718 | \$160 |
| Proctor (Check Point) | CKPT | ASTM D1557 | \$55 |
| Wet Density (Caltrans Tube) | CCT | CT 216 | \$225 |
| Durability Index | DI | ASTM D3744/CT 229 | \$225 |
| Hydrometer | HY | ASTM D422 | \$215 |
| Plasticity Index | PI | CT 204 | \$305 |
| Liquid Limit | LL | ASTM D4318 | \$165 |
| Plastic Limit | PL | ASTM D4318 | \$165 |
| R-Value (CA/NV Untreated) | RV | ASTM D2844/CT 301 | 115% |
| Sand Equivalent | SE | ASTM D2419/CT 217 | \$115 |
| Sieve Analysis | SA | ASTM C136/CT 202 | \$115 |
| Sieve Analysis with 200 Wash | SAW | ASTM C117 | \$145 |
| Specific Gravity (Coarse) | SGC | ASTM C127/CT 206 | \$135 |
| Specific Gravity (Fine) | SGF | ASTM C128/CT 207 | \$135 |

**SGS SCHEDULE OF FEES**

| | | | |
|-----------------------------|-----|-------------------|-------|
| Cleanness Value | CV | CT 227 | \$105 |
| Fractured/Crushed Particles | FP | ASTM D5821/CT 205 | \$155 |
| Unit Weight | UWA | CT 212 | \$105 |

| <u>Shear and Consolidation</u> | Code | Test Method | Rate |
|---------------------------------------|-------------|--------------------|-------------|
| Direct Shear (Undisturbed, 3-Point) | UST | ASTM D3080 | \$215 |
| Direct Shear (Remolded, 3-Point) | RST | ASTM D3080 | \$235 |
| Consolidation (8-Point) | CON | ASTM D2435 | \$355 |
| Additional Points | | | \$55 |

| <u>Concrete</u> | Code | Test Method | Rate |
|----------------------------------|-------------|--------------------|-------------|
| Compressive Test Cylinder | CCT | ASTM C39 | \$43 |
| Compressive Test Grout Sample | CTGS | ASTM C39 | \$43 |
| Compressive Test Grout Prism | CTGP | ASTM C39 | \$65 |
| Compressive Test Mortar Cylinder | CTMC | ASTM C39 | \$43 |
| Compressive Test Shotcrete Core | CTSC | ASTM C39 | \$43 |
| Oven Dry Density | ODD | ASTM C567 | \$125 |
| Equilibrium Density | EDD | ASTM C567 | Request |

| <u>Asphalt and Pavement</u> | Code | Test Method | Rate |
|--|-------------|--------------------|-------------|
| Asphalt Extraction by Ignition | IGN | CT 382 | \$250 |
| Aggregate Gradation of Extracted Sample | GES | CT 202 | \$115 |
| Moisture Content of Asphalt | MCA | CT 370 | \$105 |
| Specific Gravity of Asphalt Core | SGAC | CT 308 | \$60 |
| Theoretical Max Specific Gravity/Density | RICE | CT 309 | \$165 |
| Stabilometer Test | HVEEM | CT 366 | 115% |



47 1st Street, Suite 1
 Redlands, CA 92373-4601
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

| Position Title | Assigned hourly rate for the duration of the contract |
|-------------------------------|--|
| Principal In Charge | \$157.00 |
| Senior Regulatory Specialist | \$157.00 |
| Program Manager | \$157.00 |
| Senior Ecologist | \$140.00 |
| CEQA/NEPA Specialist | \$140.00 |
| Environmental Project Manager | \$140.00 |
| Environmental Site Manager | \$140.00 |
| Public Outreach Specialist | \$140.00 |
| Senior Biologist | \$140.00 |
| FAA Licensed UAV Pilot | \$135.00 |
| Biologist | \$128.00 |
| Field Biologist | \$110.00 |
| CADD/GIS Specialist | \$110.00 |
| Project Analyst | \$105.00 |
| General Construction Monitor | \$105.00 |
| Administrative | \$ 65.00 |

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Shama Circle
Crowley Lake, CA 93546

**Prevailing Wage
Pricelist 2020**

| Categories | Hourly Rate |
|-------------------------------|--------------------|
| Survey crew (Prevailing Wage) | \$260 |
| Calculation time | \$100 |
| Project Coordination | \$100 |
| Boundary Map Research | \$100 |
| Drafting | \$100 |
| | |



ZTC Hourly Rate 2020

| Type of Service | Title | Qualification | Hourly Rate |
|--|-------------------------|----------------------------------|-------------------------|
| Project Management | PM | PE | \$210 |
| Engineering Service | Senior Quality Engineer | PE / CQA | \$184.80 |
| | Quality Engineer | PE | \$115.50 |
| | Assistant Engineer | EIT | \$80.85 |
| QA Source Inspection Services | QA Inspector | CWI, PCI II/III, ASNT NDT UT/MT | \$109.15 ^{1,2} |
| QA Field Inspection Services (Prevailing) | QA Inspector | CWI, PCI II./III, ASNT NDT UT/MT | Per DIR requirements |

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

| Item | Quantity | Approx. Unit Cost | Total Amount |
|---------------------------------|-----------------------|------------------------|--------------|
| Millage | TBD (Federal Rate) | \$ 0.575 / mile | TBD |
| Travel in-State | TBD (Caltrans Policy) | Approx. \$600 / Trip | TBD |
| Travel Out-of-State | TBD (Caltrans Policy) | Approx. \$1,200 / Trip | TBD |
| Bearing Pad / Elastomer Testing | TBD (ZTC Sub ***) | \$1,500 / Unit | TBD |
| Epoxy Coating Testing | TBD (ZTC Sub ***) | \$150 / Per Sample | TBD |
| Strand Testing | TBD (ZTC Sub ***) | \$180/ Per Test | TBD |
| Anchor Bolt Testing | TBD (ZTC Sub ***) | \$350 / Per Set | TBD |
| Hoop Testing / Couplers (<#11) | TBD (ZTC Sub ***) | \$160 / Per Sample | TBD |
| High Strength Bolts | TBD (ZTC Sub ***) | \$155 / per bolt set | TBD |
| Prestressing Components | TBD (ZTC Sub ***) | \$125 / per sample | TBD |

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional 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): 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, \$2,000,000 general aggregate.

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 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor 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.

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 (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 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.

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

Attachment D: Insurance Requirements for Professional Services

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 insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the 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 provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

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

Claims Made Policies

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

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

Attachment D: Insurance Requirements for Professional Services

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-



County of Inyo



Public Works - Road Department

CONSENT - ACTION REQUIRED

MEETING: September 20, 2022

FROM: Donald Gockley

SUBJECT: Road Closures Celebrating California Indian Day

RECOMMENDED ACTION:

Request Board approve road closures on Pa Ha Lane, Diaz Lane, Barlow Lane, and See Vee Lane, with detours between the hours of 7:00 a.m and 12:00 p.m. on September 23, 2022, for the purpose of the annual Bishop Paiute Tribe and Toiyabe Indian Health Project California Indian Day Parade/Run.

SUMMARY/JUSTIFICATION:

On Friday September 23, 2022, between the hours of 7:00 a.m. and 12:00 p.m., the Bishop Paiute Tribe & Toiyabe Indian Health Project plan to hold their annual Parade/Run celebrating California Indian Day. Both agencies have submitted special event permits requesting permission to close portions of Pa Ha Lane, See Vee Lane, Barlow Lane, and Diaz Lane for these events. These agencies are timing their events to follow in succession, limiting the impact on the traveling public that utilize these roads on a regular basis. The 0.8 mile parade will begin at the Bishop Paiute Tribal Office at 50 Tu-Su Lane and will travel north before turning west onto Diaz Lane. The route will then turn south onto Barlow Lane and will end at the Barlow Lane gym. The Walk/Run portion of the event will start at the Owens Valley Paiute-Shoshone Cultural Center, travel north down See Vee Lane, then turn east at Diaz Lane. The route will then turn north to Pa Ha Lane and finish at the Wanaaha Casino.

The area of the proposed road closures, Pa Ha Lane, Diaz Lane, Barlow Lane, and See Vee Lane provide access for residents of the Bishop Paiute Tribe. The Inyo County Road Department will include provisions in the permit to enable people within the road closure to access their homes, and will provide signs to assist with the closure of these roads. There will be minimal impact on people trying to cross the reservation, as there are many alternate routes around the proposed road closures. The permittees will be required to arrange for staging and placement of traffic control devices needed for these road closures.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the closing of these roads for these events. This is not recommended, as the parade/run impact will be minimal, and closure of the roadways will greatly increase safety for participants.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff's Office

FINANCING:

There is no financial impact anticipated from this event.

ATTACHMENTS:

1. Special Event Permit Application #22-16
2. Special Event Permit Application #22-15

APPROVALS:

| | |
|-----------------|-------------------------------|
| Donald Gockley | Created/Initiated - 8/26/2022 |
| Darcy Ellis | Approved - 8/26/2022 |
| Donald Gockley | Approved - 8/26/2022 |
| John Vallejo | Approved - 8/26/2022 |
| Shannon Platt | Approved - 8/26/2022 |
| Michael Errante | Final Approval - 8/26/2022 |



ROAD DEPARTMENT
P.O. DRAWER Q – 168 N. EDWARDS STREET
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

**COUNTY
OF
INYO**

Michael Errante, Public Works Director
Shannon Platt, Road Superintendent

(For County Use Only)

Permit #: **SE22-16**

Fee: N/A

Receipt: N/A

Issue Date:

Expires: **9/23/2022**

By: **DG**

APPLICATION FOR A SPECIAL EVENT PERMIT

Bishop Paiute Tribe
Applicant/Permittee
50 Tu Su Lane
Address

Bishop, California 93514
City/State/Zip Code

August 23, 2022
Date
Charlene Keller or Gloriana M. Bailey
Contact Person
760-873-3584
Phone
charlene_keller@yahoo.com
E-Mail

PARADE DANCE RACE OTHER

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

2022 California Indian Days Parade

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: Starting point 395/Pa Ha Lane -- Pa Ha Lane to
(left) Diaz Lane -- (right on Barlow Lane) (ending Barlow Lane Gym) ROAD CLOSURES

REQUESTED DATE (S) OF PERMIT: September 23, 2022

ROAD CLOSURE: YES NO HOURS: 7:00 am/pm to 12:00 am/pm on 9 /23 /22

TRAFFIC CONTROL NEEDED: YES NO

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS:

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE: Charlene Keller Digitally signed by Charlene Keller
Date: 2022.08.23 16:47:20 -07'00' DATE: August 23, 2022

County use only below this line

INSURANCE APPROVED: YES () NO ()

ATTACHMENTS: _____

COPIES TO: _____

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: _____ DATE: _____

PERMIT NUMBER SE22-16

PROCEDURE FOR OBTAINING A PERMIT TO HOLD PUBLIC EVENT ON COUNTY ROADS OR PROPERTIES UNDER COUNTY JURISDICTION

Obtain an "**Application for Special Event Permit**" form from the Inyo County Department of Public Works.

Return the permit application, properly filled out, with event location and limits clearly defined. A sketch map, of a quality that is reproducible and showing all of the facilities, roads and/or properties to be involved in the event is required, if applicable. Event duration and time of start and finish must be stated, as well as, date of event.

A parade permit shall be obtained from the State (Caltrans) permit engineer if applicable.

The permit application should be returned to the County Department of Public Works, Independence at least thirty (30) days prior to the event date. The Department of Public Works must have time to prepare the permit and get it into the hands of the Permittee, the Highway Patrol, Inyo County Sheriff's Office, the Fire Department and all other agencies concerned.

Your permit when received has instructions that must be followed. The County is in no way obligated to take part in the preparations or clean-up of the event. An assist may be procured from the County or State for providing signs and barricades.

Notification of request for County signs, barricades, and/or cones for special event must be 10 days in advance. If County equipment is requested there must be an event responsible party that can sign a COUNTY LOAN AGREEMENT. Please contact Travis Dean at 760-878-0203 to make arrangements to pick up/deliver equipment and sign the loan agreement. If you cannot reach Travis Dean please contact the Road Superintendent Shannon Platt at 760-873-4733 or 760-937-5136.

Your local California Highway Patrol, Sheriff's Department, County and State road maintenance foremen and Fire Department must all be notified of your permit and the event program. Their cooperation in advising you of all requirements and assists can be expected and should be asked.

The County provides copies of the permit to the departments concerned as a courtesy. This does not relieve the Permittee of notifying the agencies listed.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability** (CGL) on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of liability arising out of the use of the facility, including work or operations performed by or on behalf of the Permittee and materials, parts, or equipment furnished in connection with such work or operations.
2. For any claims related to this project, the **Permittee's insurance coverage shall be primary** insurance as respects the ENTITY and any insurance or self-insurance maintained by the ENTITY shall be excess of the Permittee's insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the ENTITY for losses paid under the terms of any policy covering the facility use or any activities of the Permittee, his guests, agents, representatives, employees or subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Permittee shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Permittee commences activities.

Liquor Liability

If Permittee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Permittee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Permittee intends to sell alcohol either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance

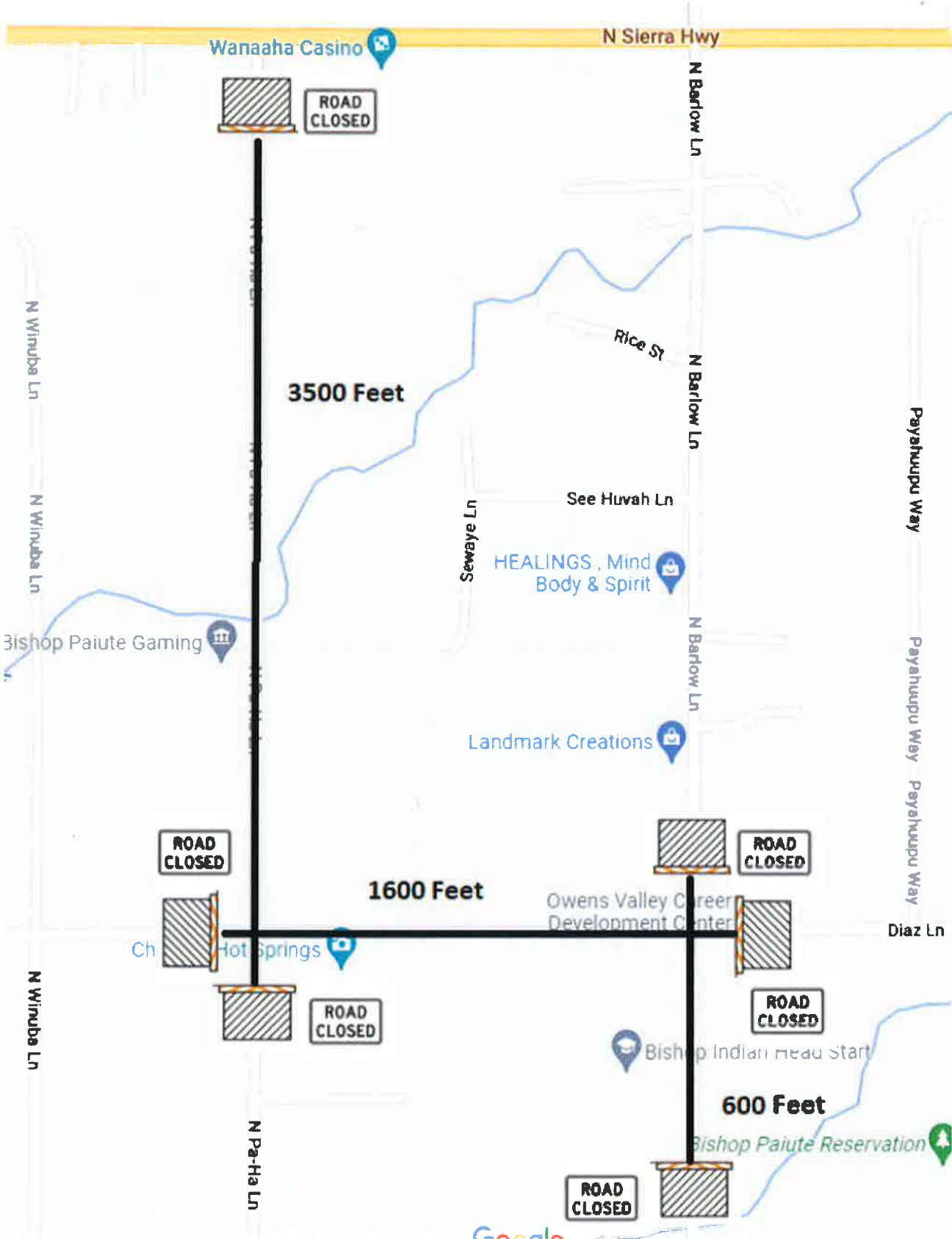
In some cases the Permittee's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Permittee should provide these requirements to his or her agent to confirm and provide verification to the Entity.

Special Events Coverage

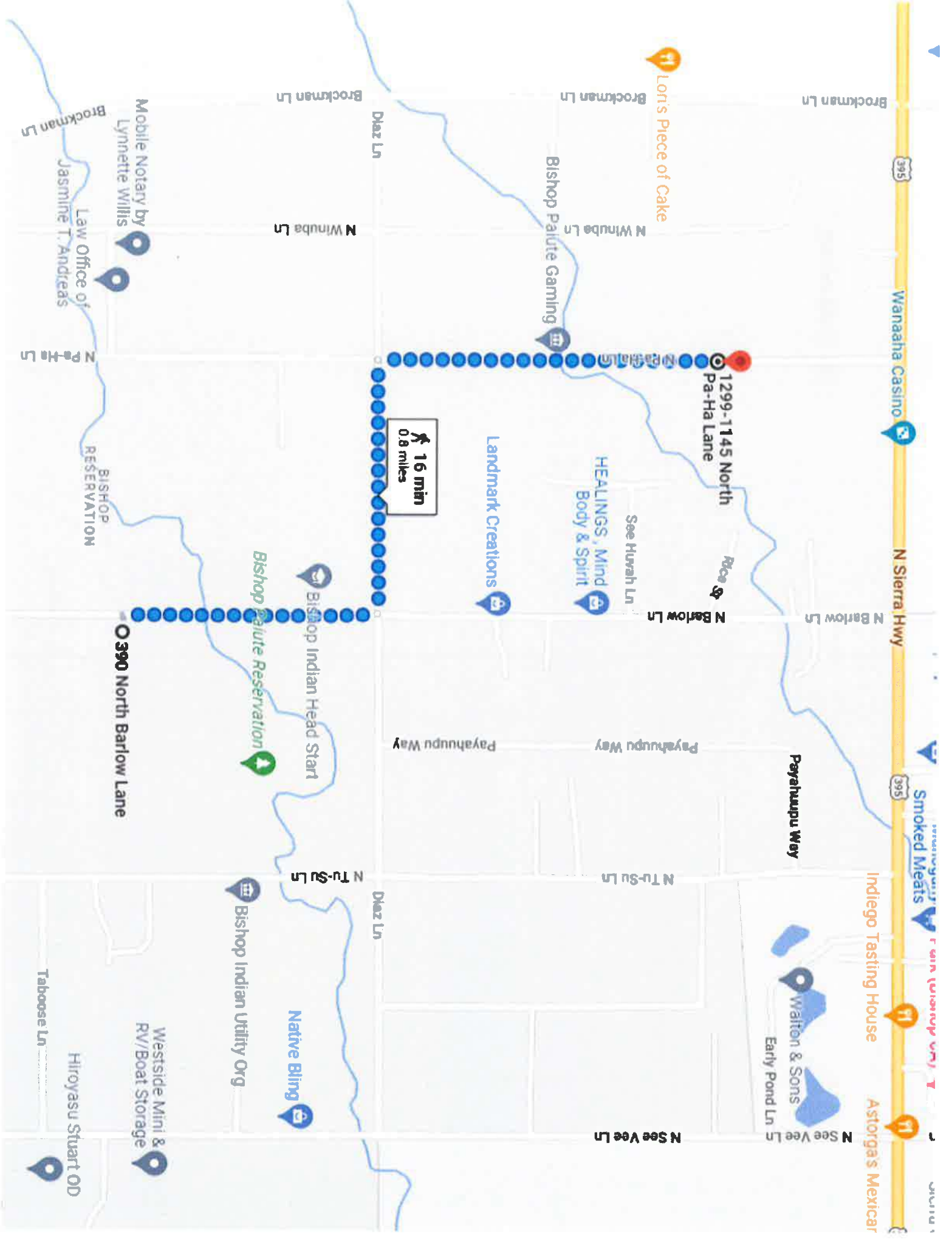
Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Permittee can obtain additional information and cost from Entity.

Special Risks or Circumstances

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.



Road Closed Ahead signs shall be placed in advance of Road Closed signs
 28" Traffic cone shall be placed next to Road Closed signs to stop vehicles from entering closure
 Type text here Detour signs shall be placed at each intersection to direct traffic away from event



1299-1145 North Pa-Ha Lane

16 min
0.8 miles

0390 North Barlow Lane

Brockman Ln

Brockman Ln

Diaz Ln

Brockman Ln

N Winuba Ln

Bishop Paiute Gaming

Loni's Piece of Cake

Mobile Notary by Lynnette Willis

Law Office of Jasmine T. Andreas

Brockman Ln

N Pa-Ha Ln

BISHOP RESERVATION

Landmark Creations

HEALINGS, Mind Body & Spirit

See Huvah Ln

N Barlow Ln

N Barlow Ln

N Sierra Hwy

Wanaaha Casino

395

Payahuupu Way

Payahuupu Way

Payahuupu Way

Smoked Meats

Indiego Tasting House

Astorgas Mexican

Waiton & Sons

Early Pond Ln

N Tu-Su Ln

Diaz Ln

Bishop Indian Utility Org

Native Bling

N Tu-Su Ln

Bishop Indian Head Start

Bishop Paiute Reservation

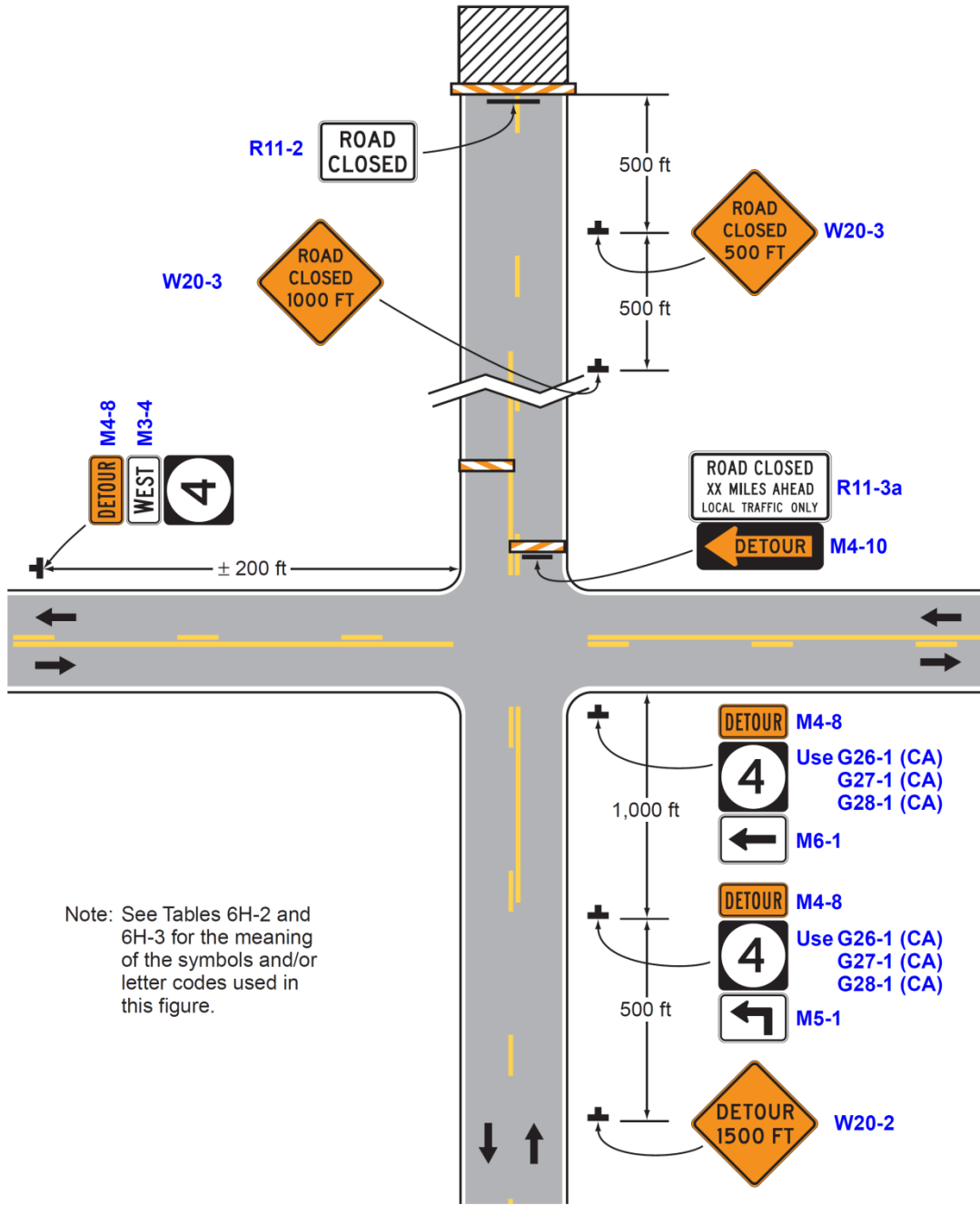
Westside Mini & RV/Boat Storage

Hiroyasu Stuart OD

Taboose Ln

N See Vee Ln

Figure 6H-8. Road Closure with an Off-Site Detour (TA-8)



Typical Application 8



Michael Errante, Public Works Director
Shannon Platt, Road Superintendent

ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

COUNTY OF INYO LOAN AGREEMENT

| | | | |
|-----------------|-------------------------------|----------------------|--------------|
| LOANEE: | Bishop Paiute Tribe | ORGANIZATION: | |
| Address: | 50 Tu Su Lane Bishop Ca 93514 | Phone: | 760-873-3584 |

The **Loanee** has received, as a loan from the Inyo County Road Department, the following items:

| QTY. | Item Description |
|------|---------------------|
| 6 | Road Closed |
| 6 | Road Closed Ahead |
| 6 | Special Event Ahead |
| 30 | 28" Traffic Cones |
| 6 | Do not enter signs |

| QTY. | Item Description |
|------|-------------------|
| 6 | Detour Left signs |
| | |
| | |
| | |
| | |

The Loanee accepts full responsibility for the maintenance of this equipment during the loan period. The Loanee agrees to pay to the Inyo County Road Department the full replacement cost at new equipment prices for any equipment lost, stolen or damaged beyond repair during the time of the loan period or replace any lost, stolen, or damaged beyond repair equipment with equal or better equipment that is acceptable to the Inyo County Road Department.

The Loanee accepts full responsibility for any liability incurred from the use or misuse of this equipment and hold harmless the County of Inyo for any liability incurred from the use or misuse of this equipment.

The Loanee agrees to return to the Inyo County Road Department any or all loaned equipment within the time specified below. All loaned equipment will be returned in the same condition as received by Loanee from the Inyo County Road Department.

| | | | |
|-----------------------|--|-------------------|--|
| Loanee Signature: | <i>William U. Badley</i> | Date: | 8-25-2022 |
| Requested Issue Date: | | Issue Date: | <small>To be completed by Road Dept.</small> |
| Received By: | <small>To be completed by Road Dept.</small> | Replacement Cost: | <small>To be completed by Road Dept.</small> |
| Date to be Returned: | 8-25-2022 | Per: | <small>To be completed by Road Dept.</small> |
| | | Balance Due: | <small>To be completed by Road Dept.</small> |

Loan Agreement must be submitted at least 10 DAYS in advance of Requested Issue Date.



ROAD DEPARTMENT
 P.O. DRAWER Q – 168 N. EDWARDS STREET
 INDEPENDENCE, CA 93526
 PHONE: (760) 878-0201
 FAX: (760) 878-2001

**COUNTY
 OF
 INYO**

Michael Errante, Public Works Director
 Chris Cash, Deputy Director

(For County Use Only)
 Permit #: SE22-15
 Fee: N/A
 Receipt: N/A
 Issue Date:
 Expires: 9/15/22
 By: DG

APPLICATION FOR A SPECIAL EVENT PERMIT

Toiyabe Indian Health
 Applicant/Permittee
250 N See Vee Lane
 Address
Bishop, CA 93514

8/15/2022
 Date
Michelle Saenz
 Contact Person
(760) 873-6394 x310
 Phone
(760) 873-3254
 Fax

PARADE DANCE RACE OTHER ()

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

Annual Walk for Life for Suicide Prevention. Participants are invited to walk or run the course
from Owens Valley Paiute-Shoshone Cultural Center to the Wanaaha Casino.

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: N. See Vee Lane, Diaz Lane,
N. Paha Lane

REQUESTED DATE (S) OF PERMIT: Friday September 23rd

ROAD CLOSURE: YES NO HOURS: 8 am/pm to 10 am/pm on ___ / ___ / ___

TRAFFIC CONTROL NEEDED: YES NO

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS:

We have the local law enforcement agencies involved in event.

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE: _____ DATE: _____

County use only below this line

INSURANCE APPROVED: YES () NO ()

ATTACHMENTS: _____

COPIES TO: _____

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: Donald Gockley Jr DATE: _____

PERMIT NUMBER SE22-15

PROCEDURE FOR OBTAINING A PERMIT TO HOLD PUBLIC EVENT ON COUNTY ROADS OR PROPERTIES UNDER COUNTY JURISDICTION

Obtain an "**Application for Special Event Permit**" form from the Inyo County Department of Public Works.

Return the permit application, properly filled out, with event location and limits clearly defined. A sketch map, of a quality that is reproducible and showing all of the facilities, roads and/or properties to be involved in the event is required, if applicable. Event duration and time of start and finish must be stated, as well as, date of event.

A parade permit shall be obtained from the State (Caltrans) permit engineer if applicable. The permit application should be returned to the County Department of Public Works, Independence at least thirty (30) days prior to the event date. The Department of Public Works must have time to prepare the permit and get it into the hands of the Permittee, the Highway Patrol, Inyo County Sheriff's Office, the Fire Department and all other agencies concerned.

Your permit when received has instructions that must be followed. The County is in no way obligated to take part in the preparations or clean-up of the event. An assist may be procured from the County or State for providing signs and barricades.

Notification of request for County signs, barricades, and/or cones for special event must be 10 days in advance. If County equipment is requested there must be an event responsible party that can sign a COUNTY LOAN AGREEMENT. Please contact Trevor Taylor at 760.878.0347 to make arrangements to pick up/deliver equipment and sign the loan agreement. If Trevor Taylor cannot be reached, please contact the Road Department at 760.878.0202.

Your local California Highway Patrol, Sheriff's Department, County and State road maintenance foremen and Fire Department must all be notified of your permit and the event program. Their cooperation in advising you of all requirements and assists can be expected and should be asked.

The County provides copies of the permit to the departments concerned as a courtesy. This does not relieve the Permittee of notifying the agencies listed.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability** (CGL) on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of liability arising out of the use of the facility, including work or operations performed by or on behalf of the Permittee and materials, parts, or equipment furnished in connection with such work or operations.
2. For any claims related to this project, the **Permittee’s insurance coverage shall be primary** insurance as respects the COUNTY and any insurance or self-insurance maintained by the COUNTY shall be excess of the Permittee’s insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the COUNTY for losses paid under the terms of any policy covering the facility use or any activities of the Permittee, his guests, agents, representatives, employees or subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Permittee shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Permittee commences activities.

Liquor Liability

If Permittee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Permittee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Permittee intends to sell alcohol either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance

In some cases the Permittee’s homeowner’s liability insurance may provide coverage sufficient to meet these requirements. Permittee should provide these requirements to his or her agent to confirm and provide verification to the Entity.

Special Events Coverage

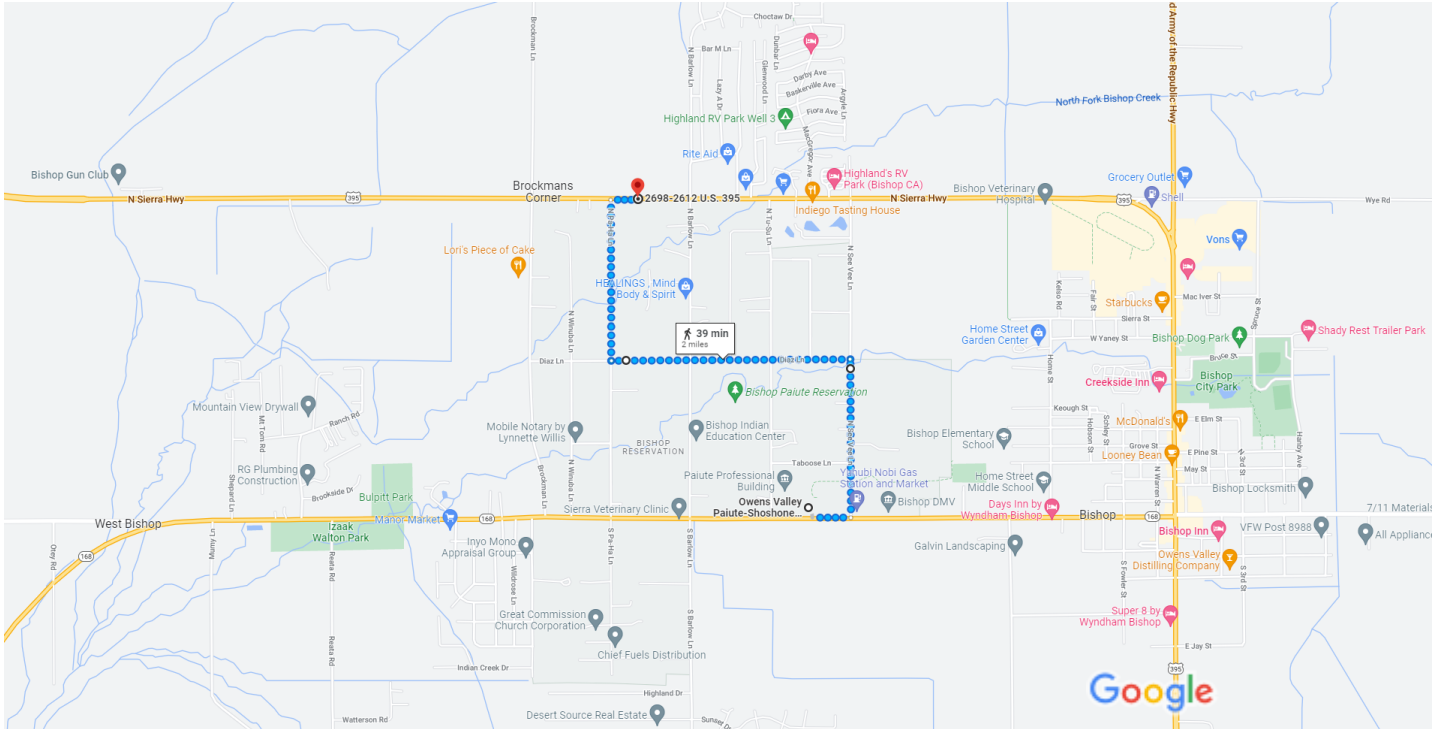
Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Permittee can obtain additional information and cost from Entity.

Special Risks or Circumstances

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.



Owens Valley Paiute-Shoshone Cultural Center, 2300 W Line St, Bishop, CA 93514 to 2698-2612 US-395, Bishop, CA 93514 Walk 2.0 miles, 39 min



Map data ©2022 Google 1000 ft



via N See Vee Ln, Diaz Ln and N Pa-Ha Ln 39 min 2.0 miles

Mostly flat



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/26/2022

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 McCann Risk Solutions LLC 4301 N. 75th Street #101 Scottsdale, AZ 85251 | CONTACT NAME: Dennis McCann PHONE (A/C. No. Ext): (602) 516-4222 E-MAIL ADDRESS: dennis.mccann@mccannrisk.com | FAX (A/C. No.): | |
| | INSURER(S) AFFORDING COVERAGE INSURER A: AMERIND Risk Management Corporation | | NAIC # |
| INSURED Toiyabe Indian Health Project, Inc. 250 See Vee Lane Bishop, CA 93514 | INSURER B: | | |
| | INSURER C: | | |
| | 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 | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | TG 10000528-01 | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Inyo, Officers, Agents and Employees are named as Additional Insured including a Waiver of Subrogation for the Commercial General Liability, as respects Annual Walk for Life for Suicide Prevention, September 23, 2022.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| Inyo County Road Department P.O. Drawer Q- 168 N. Edwards Street Independence, CA 93526 | 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  |
|--|---|

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County of Inyo



County Administrator

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: September 20, 2022

FROM: County Administrator

SUBJECT: Update from Western Counties Alliance

RECOMMENDED ACTION:

Request Board receive brief update from Ken Brown, executive director of Western Counties Alliance.

SUMMARY/JUSTIFICATION:

Inyo County is a long-time member of Western Counties Alliance, a lobbying association focused on issues affecting Western states. In particular, WCA works on issues related to Payments In-Lieu of Taxes and Safe Routes to School funding for counties in the Western U.S.

Ken Brown, executive director of WCA, has requested an opportunity to provide an update to your Board.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board can choose not to hear the update.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. 2022 Agenda
2. Payment In-Lieu of Taxes 2022
3. Safe Routes to School FY 21

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 9/15/2022
Final Approval - 9/15/2022



Western Counties Alliance

Ken Brown-Executive Director

Agenda

1. Payment in Lieu of Taxes (PILT)
2. Secure Rural Schools (SRS)
3. Sage Grouse
4. Wild Horse Burro (WHB)
5. Clean Water Act and 1872 Mining Law
6. RS2477 Roads
7. Other Issues

P.O. Box 21 Randolph, UT 84064 Phone: 307-679-3658 (Cell) 435-793-5555 (O/F)

johndeere0080@gmail.com

Summary of State & Counties - CA

| COUNTY | PAYMENT | TOTAL ACRES |
|---------------------|-------------|--------------|
| ALAMEDA COUNTY | \$2,432 | 828.00 |
| ALPINE COUNTY | \$180,581 | 430,263.00 |
| AMADOR COUNTY | \$145,195 | 90,043.00 |
| BUTTE COUNTY | \$319,792 | 155,478.00 |
| CALAVERAS COUNTY | \$342,159 | 138,215.00 |
| COLUSA COUNTY | \$280,912 | 107,507.00 |
| CONTRA COSTA COUNTY | \$6,703 | 2,285.00 |
| DEL NORTE COUNTY | \$904,777 | 447,575.00 |
| EL DORADO COUNTY | \$987,571 | 545,224.00 |
| FRESNO COUNTY | \$3,503,675 | 1,528,892.00 |
| GLENN COUNTY | \$561,335 | 228,516.00 |
| HUMBOLDT COUNTY | \$1,120,614 | 496,211.00 |
| IMPERIAL COUNTY | \$3,341,614 | 1,137,417.00 |
| INYO COUNTY | \$2,038,598 | 5,523,656.00 |
| KERN COUNTY | \$3,108,158 | 1,084,487.00 |
| KINGS COUNTY | \$25,138 | 9,047.00 |
| LAKE COUNTY | \$971,771 | 385,200.00 |
| LASSEN COUNTY | \$2,333,810 | 1,669,636.00 |

PILT
2022

| | | |
|-----------------------|-------------|--------------|
| LOS ANGELES COUNTY | \$1,365,426 | 692,946.00 |
| MADERA COUNTY | \$1,301,828 | 504,326.00 |
| MARIN COUNTY | \$256,635 | 78,780.00 |
| MARIPOSA COUNTY | \$1,395,497 | 514,780.00 |
| MENDOCINO COUNTY | \$803,823 | 311,048.00 |
| MERCED COUNTY | \$104,213 | 35,536.00 |
| MODOC COUNTY | \$858,564 | 1,733,025.00 |
| MONO COUNTY | \$1,448,966 | 1,747,916.00 |
| MONTEREY COUNTY | \$1,004,894 | 344,109.00 |
| NAPA COUNTY | \$177,267 | 60,471.00 |
| NEVADA COUNTY | \$527,654 | 221,883.00 |
| ORANGE COUNTY | \$136,486 | 55,813.00 |
| PLACER COUNTY | \$948,609 | 405,577.00 |
| PLUMAS COUNTY | \$947,333 | 1,179,236.00 |
| RIVERSIDE COUNTY | \$3,774,461 | 2,348,604.00 |
| SACRAMENTO COUNTY | \$28,870 | 9,827.00 |
| SAN BENITO COUNTY | \$301,151 | 103,336.00 |
| SAN BERNARDINO COUNTY | \$3,668,225 | 8,468,582.00 |
| SAN DIEGO COUNTY | \$1,262,095 | 478,990.00 |
| SAN FRANCISCO | \$6,683 | 2,275.00 |
| SAN JOAQUIN COUNTY | \$6,572 | 2,237.00 |

| | | |
|------------------------|--------------|--------------|
| SAN LUIS OBISPO COUNTY | \$1,276,867 | 440,666.00 |
| SAN MATEO COUNTY | \$18,236 | 6,207.00 |
| SANTA BARBARA COUNTY | \$2,059,722 | 716,652.00 |
| SANTA CLARA COUNTY | \$5,273 | 1,795.00 |
| SANTA CRUZ COUNTY | \$17,166 | 5,843.00 |
| SHASTA COUNTY | \$2,253,493 | 987,558.00 |
| SIERRA COUNTY | \$300,481 | 435,461.00 |
| SISKIYOU COUNTY | \$2,215,663 | 2,503,732.00 |
| SOLANO COUNTY | \$16,917 | 5,758.00 |
| SONOMA COUNTY | \$71,415 | 24,308.00 |
| STANISLAUS COUNTY | \$9,649 | 3,287.00 |
| SUTTER COUNTY | \$0 | 2.00 |
| TEHAMA COUNTY | \$938,731 | 446,676.00 |
| TRINITY COUNTY | \$656,961 | 1,565,312.00 |
| TULARE COUNTY | \$3,777,923 | 1,530,602.00 |
| TUOLUMNE COUNTY | \$2,800,291 | 1,093,934.00 |
| VENTURA COUNTY | \$1,669,674 | 582,717.00 |
| YOLO COUNTY | \$91,514 | 31,180.00 |
| YUBA COUNTY | \$98,128 | 48,627.00 |
| TOTAL | \$58,778,191 | 43,710,094 |

SRS FY2021

CALIFORNIA (06)

| County | Township | National Forest | Full Payment Base Amount | Title I % | Title I Amount | Title II % | Title II Amount | Title III % | Title III Amount | |
|-----------------------|----------|--------------------------|--------------------------|-----------|-----------------------|------------|-----------------------|-------------|---------------------|---------------------|
| Alpine (003) | | STANISLAUS PNF (0072) | \$121,223.17 | 85 | \$103,039.70 | 8 | \$9,697.85 | 7 | \$8,485.62 | |
| | | TOiyABE PNF (0291) | \$234,860.62 | 85 | \$199,631.53 | 8 | \$18,788.85 | 7 | \$16,440.24 | |
| | | ELDORADO PNF (0053) | \$56,875.10 | 85 | \$48,343.83 | 8 | \$4,550.01 | 7 | \$3,981.26 | |
| Alpine Total : | | | \$412,958.89 | | \$351,015.06 | | \$33,036.71 | | \$28,907.12 | |
| Amador (005) | | ELDORADO PNF (0053) | \$271,630.62 | 85 | \$230,886.03 | 0 | \$0.00 | 15 | \$40,744.59 | |
| | | Amador Total : | | | \$271,630.62 | | \$230,886.03 | | \$0.00 | \$40,744.59 |
| | | LASSEN PNF (0057) | \$145,152.80 | 80 | \$116,122.24 | 13 | \$18,869.86 | 7 | \$10,160.70 | |
| Butte (007) | | PLUMAS PNF (0063) | \$236,086.03 | 80 | \$188,868.83 | 13 | \$30,691.18 | 7 | \$16,526.02 | |
| | | MENDOCINO PNF (0059) | \$561.77 | 80 | \$449.42 | 13 | \$73.03 | 7 | \$39.32 | |
| | | Butte Total : | | | \$381,800.60 | | \$305,440.49 | | \$49,634.07 | \$26,726.04 |
| Calaveras (009) | | STANISLAUS PNF (0072) | \$145,345.82 | 85 | \$123,543.95 | 0 | \$0.00 | 15 | \$21,801.87 | |
| | | Calaveras Total : | | | \$145,345.82 | | \$123,543.95 | | \$0.00 | \$21,801.87 |
| | | MENDOCINO PNF (0059) | \$107,580.91 | 85 | \$91,443.77 | 15 | \$16,137.14 | 0 | \$0.00 | |
| Colusa (011) | | Colusa Total : | | | \$107,580.91 | | \$91,443.77 | | \$16,137.14 | \$0.00 |
| | | SIX RIVERS PNF (0055) | \$1,173,639.38 | 85 | \$997,593.47 | 15 | \$176,045.91 | 0 | \$0.00 | |
| | | SISKIYOU PNF (0429) | \$90,815.68 | 85 | \$77,193.33 | 15 | \$13,622.35 | 0 | \$0.00 | |
| Del Norte (015) | | Del Norte Total : | | | \$1,264,455.06 | | \$1,074,786.80 | | \$189,668.26 | \$0.00 |
| | | TAHOE PNF (0073) | \$23,85 | 85 | \$20.27 | 8 | \$1.91 | 7 | \$1.67 | |
| | | ELDORADO PNF (0053) | \$1,723,413.32 | 85 | \$1,464,901.32 | 8 | \$137,873.07 | 7 | \$120,638.93 | |
| Fresno (019) | | El Dorado Total : | | | \$1,723,437.17 | | \$1,464,921.59 | | \$137,874.98 | \$120,640.60 |
| | | SEQUOIA PNF (0067) | \$153,430.42 | 85 | \$130,415.86 | 8 | \$12,274.43 | 7 | \$10,740.13 | |
| | | SIERRA PNF (0069) | \$1,020,069.75 | 85 | \$867,059.29 | 8 | \$81,605.58 | 7 | \$71,404.88 | |
| Glenn (021) | | INYO PNF (0054) | \$69.10 | 85 | \$58.73 | 8 | \$5.53 | 7 | \$4.84 | |
| | | Fresno Total : | | | \$1,173,569.27 | | \$997,533.88 | | \$93,885.54 | \$82,149.85 |
| | | MENDOCINO PNF (0059) | \$306,315.42 | 80 | \$245,052.34 | 13 | \$39,821.00 | 7 | \$21,442.08 | |
| Humboldt (023) | | Glenn Total : | | | \$306,315.42 | | \$245,052.34 | | \$39,821.00 | \$21,442.08 |
| | | KLAMATH PNF (0056) | \$691.15 | 85 | \$587.48 | 8 | \$55.29 | 7 | \$48.38 | |
| | | TRINITY PNF (0074) | \$5,938.57 | 85 | \$5,047.78 | 8 | \$475.09 | 7 | \$415.70 | |
| Humboldt (023) | | SIX RIVERS PNF (0055) | \$891,380.67 | 85 | \$757,673.57 | 8 | \$71,310.45 | 7 | \$62,396.65 | |
| | | Humboldt Total : | | | \$898,010.39 | | \$763,308.83 | | \$71,840.83 | \$62,860.73 |

| County | Township | National Forest | Full Payment Base Amount | Title I % | Title I Amount | Title II % | Title II Amount | Title III % | Title III Amount |
|-------------------------|-----------------------|--------------------------|--------------------------|-----------|-----------------------|------------|---------------------|-------------|--------------------|
| Kern (029) | | SEQUOIA PNF (0067) | \$150,746.70 | 85 | \$128,134.69 | 8 | \$12,059.74 | 7 | \$10,562.27 |
| | | LOS PADRES PNF (0058) | \$34,015.70 | 85 | \$28,913.34 | 8 | \$2,721.26 | 7 | \$2,381.10 |
| | | Kern Total : | \$184,762.40 | | \$157,048.03 | | \$14,781.00 | | \$12,933.37 |
| Lake (033) | | MENDOCINO PNF (0059) | \$423,181.32 | 85 | \$359,704.12 | 8 | \$33,854.51 | 7 | \$29,622.69 |
| | | Lake Total : | \$423,181.32 | | \$359,704.12 | | \$33,854.51 | | \$29,622.69 |
| | | LASSEN PNF (0057) | \$1,111,043.12 | 85 | \$944,386.65 | 8 | \$88,883.45 | 7 | \$77,733.02 |
| Lassen (035) | | TOIYABE PNF (0291) | \$3,313.70 | 85 | \$2,816.64 | 8 | \$265.10 | 7 | \$231.96 |
| | | MODOC PNF (0061) | \$445,331.42 | 85 | \$378,531.71 | 8 | \$35,626.51 | 7 | \$31,173.20 |
| | | PLUMAS PNF (0063) | \$93,352.62 | 85 | \$79,349.73 | 8 | \$7,468.21 | 7 | \$6,534.68 |
| Lassen Total : | \$1,653,040.86 | | \$1,405,084.73 | | \$132,243.27 | | \$115,712.86 | | |
| Madera (039) | | SIERRA PNF (0069) | \$419,589.61 | 85 | \$356,651.17 | 8 | \$33,567.17 | 7 | \$29,371.27 |
| | | INYO PNF (0054) | \$55,373.38 | 85 | \$47,067.37 | 8 | \$4,429.87 | 7 | \$3,876.14 |
| | | Madera Total : | \$474,962.99 | | \$403,718.54 | | \$37,997.04 | | \$33,247.41 |
| Mariposa (043) | | STANISLAUS PNF (0072) | \$130,367.36 | 85 | \$110,812.26 | 0 | \$0.00 | 15 | \$19,555.10 |
| | | SIERRA PNF (0069) | \$138,227.78 | 85 | \$117,493.61 | 0 | \$0.00 | 15 | \$20,734.17 |
| | | Mariposa Total : | \$268,595.14 | | \$228,305.87 | | \$0.00 | | \$40,289.27 |
| Mendocino (045) | | MENDOCINO PNF (0059) | \$295,021.66 | 85 | \$250,768.41 | 8 | \$23,601.73 | 7 | \$20,651.52 |
| | | Mendocino Total : | \$295,021.66 | | \$250,768.41 | | \$23,601.73 | | \$20,651.52 |
| | | MODOC PNF (0061) | \$1,421,278.28 | 85 | \$1,208,086.54 | 12 | \$170,553.39 | 3 | \$42,638.35 |
| Modoc (049) | | SHASTA PNF (0068) | \$4,682.05 | 85 | \$3,979.74 | 12 | \$561.85 | 3 | \$140.46 |
| | | Modoc Total : | \$1,425,960.33 | | \$1,212,066.28 | | \$171,115.24 | | \$42,778.81 |
| | | LOS PADRES PNF (0058) | \$15,355.95 | 100 | \$15,355.95 | 0 | \$0.00 | 0 | \$0.00 |
| Monterey Total : | \$15,355.95 | | \$15,355.95 | | \$0.00 | | \$0.00 | | |
| Nevada (057) | | TOIYABE PNF (0291) | \$5,717.10 | 85 | \$4,859.53 | 8 | \$457.37 | 7 | \$400.20 |
| | | TAHOE PNF (0073) | \$4,689.20 | 85 | \$3,985.82 | 8 | \$375.14 | 7 | \$328.24 |
| | | TAHOE PNF (0073) | \$318,318.10 | 85 | \$270,570.38 | 8 | \$25,465.45 | 7 | \$22,282.27 |
| Nevada Total : | \$328,724.40 | | \$279,415.73 | | \$26,297.96 | | \$23,010.71 | | |
| Placer (061) | | TAHOE PNF (0073) | \$61,807.61 | 80 | \$49,446.09 | 13 | \$8,034.99 | 7 | \$4,326.53 |
| | | TAHOE PNF (0073) | \$525,341.52 | 80 | \$420,273.21 | 13 | \$68,294.40 | 7 | \$36,773.91 |
| | | ELDORADO PNF (0053) | \$115,251.51 | 80 | \$92,201.20 | 13 | \$14,982.70 | 7 | \$8,067.61 |
| Placer Total : | \$702,400.64 | | \$561,920.50 | | \$91,312.09 | | \$49,168.05 | | |

Note: PCPI data for year 2020 is used for Formula Payment Calculation

| County | Township | National Forest | Full Payment Base Amount | Title I % | Title I Amount | Title II % | Title II Amount | Title III % | Title III Amount |
|----------------|----------|-------------------------|--------------------------|-----------|-----------------------|------------|---------------------|-------------|---------------------|
| Plumas (063) | | LASSEN PNF (0057) | \$395,287.12 | 85 | \$335,994.05 | 8 | \$31,622.97 | 7 | \$27,670.10 |
| | | TAHOE PNF (0073) | \$30,468.76 | 85 | \$25,898.45 | 8 | \$2,437.50 | 7 | \$2,132.81 |
| | | PLUMAS PNF (0063) | \$2,669,761.88 | 85 | \$2,269,297.60 | 8 | \$213,580.95 | 7 | \$186,883.33 |
| | | Plumas Total : | \$3,095,517.76 | | \$2,631,190.10 | | \$247,641.42 | | \$216,686.24 |
| | | LASSEN PNF (0057) | \$570,536.35 | 85 | \$484,955.90 | 8 | \$45,642.91 | 7 | \$39,937.54 |
| Shasta (089) | | SHASTA PNF (0068) | \$1,064,673.34 | 85 | \$904,972.34 | 8 | \$85,173.87 | 7 | \$74,527.13 |
| | | TRINITY PNF (0074) | \$76,264.12 | 85 | \$64,824.50 | 8 | \$6,101.13 | 7 | \$5,338.49 |
| | | Shasta Total : | \$1,711,473.81 | | \$1,454,752.74 | | \$136,917.91 | | \$119,803.16 |
| | | TAHOE PNF (0073) | \$660,533.53 | 85 | \$561,453.50 | 11.5 | \$75,961.36 | 3.5 | \$23,118.67 |
| | | TOiyABE PNF (0291) | \$51,801.68 | 85 | \$44,031.43 | 11.5 | \$5,957.19 | 3.5 | \$1,813.06 |
| Sierra (091) | | PLUMAS PNF (0063) | \$75,728.38 | 85 | \$64,369.13 | 11.5 | \$8,708.76 | 3.5 | \$2,650.49 |
| | | Sierra Total : | \$788,063.59 | | \$669,854.06 | | \$90,627.31 | | \$27,582.22 |
| | | SIX RIVERS PNF (0055) | \$17,435.14 | 85 | \$14,819.87 | 8 | \$1,394.81 | 7 | \$1,220.46 |
| | | ROGUE RIVER PNF (0428) | \$88,553.05 | 85 | \$75,270.10 | 8 | \$7,084.24 | 7 | \$6,198.71 |
| | | SHASTA PNF (0068) | \$816,020.15 | 85 | \$693,617.13 | 8 | \$65,281.61 | 7 | \$57,121.41 |
| Siskiyou (093) | | MODOC PNF (0061) | \$221,870.17 | 85 | \$188,589.65 | 8 | \$17,749.61 | 7 | \$15,530.91 |
| | | KLAMATH PNF (0056) | \$2,809,563.46 | 85 | \$2,388,128.94 | 8 | \$224,765.08 | 7 | \$196,669.44 |
| | | Siskiyou Total : | \$3,953,441.97 | | \$3,360,425.69 | | \$316,275.35 | | \$276,740.93 |
| | | TRINITY PNF (0074) | \$198,294.86 | 85 | \$168,550.63 | 9.75 | \$19,333.75 | 5.25 | \$10,410.48 |
| | | MENDOCINO PNF (0059) | \$324,049.00 | 85 | \$275,441.65 | 9.75 | \$31,594.78 | 5.25 | \$17,012.57 |
| Tehama (103) | | LASSEN PNF (0057) | \$498,960.51 | 85 | \$424,116.43 | 9.75 | \$48,648.65 | 5.25 | \$26,195.43 |
| | | Tehama Total : | \$1,021,304.37 | | \$868,108.71 | | \$99,577.18 | | \$53,618.48 |
| | | SIX RIVERS PNF (0055) | \$499,658.30 | 85 | \$424,709.55 | 12 | \$59,959.00 | 3 | \$14,989.75 |
| | | SHASTA PNF (0068) | \$540,344.81 | 85 | \$459,293.09 | 12 | \$64,841.38 | 3 | \$16,210.34 |
| | | TRINITY PNF (0074) | \$2,089,724.13 | 85 | \$1,776,265.51 | 12 | \$250,766.90 | 3 | \$62,691.72 |
| Trinity (105) | | MENDOCINO PNF (0059) | \$166,667.72 | 85 | \$141,667.56 | 12 | \$20,000.13 | 3 | \$5,000.03 |
| | | Trinity Total : | \$3,296,394.96 | | \$2,801,935.71 | | \$395,567.41 | | \$98,891.84 |
| | | INYO PNF (0054) | \$97,293.40 | 85 | \$82,699.39 | 8 | \$7,793.47 | 7 | \$6,810.54 |
| | | SEQUOIA PNF (0067) | \$366,197.27 | 85 | \$311,267.68 | 8 | \$29,295.78 | 7 | \$25,633.81 |
| | | Tulare Total : | \$463,490.67 | | \$393,967.07 | | \$37,079.25 | | \$32,444.35 |
| Tulare (107) | | INYO PNF (0054) | \$32.02 | 85 | \$27.22 | 8 | \$2.56 | 7 | \$2.24 |
| | | STANISLAUS PNF (0072) | \$1,093,097.10 | 85 | \$929,132.53 | 8 | \$87,447.77 | 7 | \$76,516.80 |
| | | Tuolumne Total : | \$1,093,129.12 | | \$929,159.75 | | \$87,450.33 | | \$76,519.04 |
| Tuolumne (109) | | INYO PNF (0054) | \$32.02 | 85 | \$27.22 | 8 | \$2.56 | 7 | \$2.24 |
| | | STANISLAUS PNF (0072) | \$1,093,097.10 | 85 | \$929,132.53 | 8 | \$87,447.77 | 7 | \$76,516.80 |
| | | Tuolumne Total : | \$1,093,129.12 | | \$929,159.75 | | \$87,450.33 | | \$76,519.04 |

| County | Township | National Forest | Full Payment Base Amount | Title I % | Title I Amount | Title II % | Title II Amount | Title III % | Title III Amount |
|------------|----------|---------------------------|-----------------------------|--------------|------------------------|---------------|-----------------------|----------------|-----------------------|
| Yuba (115) | | TAHOE PNF (0073) | \$47,627.29 | 85 | \$40,483.20 | 0 | \$0.00 | 15 | \$7,144.09 |
| | | PLUMAS PNF (0063) | \$54,284.40 | 85 | \$46,141.74 | 0 | \$0.00 | 15 | \$8,142.66 |
| | | Yuba Total : | \$101,911.69 | | \$86,624.94 | | \$0.00 | | \$15,286.75 |
| | | CALIFORNIA Total : | \$27,981,837.78 | | \$23,717,339.67 | | \$2,574,237.53 | | \$1,690,260.58 |

Note: PCPI data for year 2020 is used for Formula Payment Calculation

ASR: Final Title I, II, and III Report PNF (ASR-18-01)



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 20, 2022

FROM: Anna Scott

SUBJECT: Appointment to a temporary ad hoc Fire Advisory Committee

RECOMMENDED ACTION:

Request Board designate a Board of Supervisors member to the City of Bishop's temporary ad hoc Fire Advisory Committee.

SUMMARY/JUSTIFICATION:

On May 9, 2022, the City Council of the City of Bishop passed a resolution to create a temporary ad hoc Fire Advisory Committee to explore options to improve the provision of fire and emergency services in the City of Bishop. The Council specified that the ad hoc committee membership would include not more than two City Councilmembers, the City Administrator, the Fire Chief, and other regional representatives that the City Administrator or Committee deem necessary and appropriate. Two members of the Bishop Rural Fire Protection District are also participating on the Committee.

On August 17, the HHS Assistant Director attended the first ad hoc committee meeting. At the initial meeting, the Committee discussed a list of goals, which included but was not limited to: aligning the Bishop fire department into one entity; consolidating funding, administration, and leadership for the fire department; exploring the possibility of supportive EMS services; and identifying additional funding to pay for the rapidly increasing volume of services provided by the Bishop fire department. The Committee also discussed additional membership to the ad hoc Committee and requested that an Inyo County Board of Supervisors member be designated to participate in Committee meetings.

HHS respectfully requests that your Board designate a member to the Bishop ad hoc Fire Advisory Committee.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to designate a Board of Supervisors member to the Bishop ad hoc Fire Advisory Committee and/or could choose to designate other appropriate staff who would occasionally report Committee activities to your Board.

OTHER AGENCY INVOLVEMENT:

City of Bishop, Bishop Rural Fire Protection District, Bishop Paiute Tribe

FINANCING:

There is no financing associated with this agenda item.

ATTACHMENTS:

1. 5.9.22 Ad Hoc resolution_City of Bishop
2. JPA Notes 08.17.22

APPROVALS:

| | |
|----------------|-------------------------------|
| Anna Scott | Created/Initiated - 8/22/2022 |
| Darcy Ellis | Approved - 8/24/2022 |
| Anna Scott | Approved - 8/24/2022 |
| Marilyn Mann | Approved - 8/24/2022 |
| Leslie Chapman | Approved - 9/15/2022 |
| John Vallejo | Approved - 9/15/2022 |
| Marilyn Mann | Final Approval - 9/15/2022 |

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP,
STATE OF CALIFORNIA, CREATING AN AD HOC FIRE ADVISORY
COMMITTEE.**

WHEREAS, the City currently provides fire services through a joint powers agreement between the City of Bishop Fire Department and the Bishop Rural Fire Protection District, collectively termed "Bishop Fire Department;" and

WHEREAS, with the ultimate purpose of improving the City's provision of fire and emergency medical services, the City Council finds that creation of a temporary Ad Hoc Fire Advisory Committee comprised of not more than two City councilmembers, certain City staff and other regional representatives is in the City's best interest; and

WHEREAS, the ad hoc committee would be charged with evaluating and exploring options relating to these services and make recommendations to the full City Council including an analysis of the current structure, duties, funding, staffing and structure of the Fire and EMS services being provided to the City of Bishop. Further, to provide recommendations as the committee deems appropriate related to: Fire, EMS and potential creation of a Joint Powers Authority that would provide Fire service to the City of Bishop and District coverage areas as an independent authority; and

WHEREAS, the City Council finds that the creation of a temporary ad hoc Fire Advisory Committee is necessary to explore various options of improving the provision of fire and emergency services in the City of Bishop.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. There is hereby created a temporary ad hoc Fire Advisory Committee to explore options to improve the provision of fire and emergency services in the City of Bishop and provide recommendations to the full City Council. The membership of this committee shall be no more than two City Councilmembers the City Administrator, Fire Chief, and other regional representatives that the City Administrator or Committee deem necessary and appropriate.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of May, 2022.

Karen Schwartz, Mayor

ATTEST: _____
Robin Picken, City Clerk

**FIRE DEPARTMENT JPA
AD HOC COMMITTEE MEETING NOTES
THURSDAY, AUGUST 17, 2022**

PRESENT:

City Administrator Deston Dishion
Inyo County HHS Anna Scott
City Council Member Jose Garcia
City Council Member Stephen Muchovej
RFPD Commission Member Mike Holland
RFPD Commission Member Scott Marcellin
Fire Chief Joe Dell
Fire Administrative Assistant Kristina Justice

ELECT CHAIR AND VICE CHAIR:

Jose Garcia nominated Stephen Muchovej to serve as Chair. Mike Holland nominated Scott Marcellin to serve as Vice Chair. The committee held an informal vote with all in favor, appointing Stephen Muchovej as Chair and Scott Marcellin as Vice Chair.

ENTITIES TO BE INCLUDED IN THE COMMITTEE:

- Bishop Paiute Tribe – Chief Dell researched tribal involvement and found the Tribe could be involved but there may be other legislative action required in order for them to do so. Chief Dell agreed to contact the department’s legal counsel to get a definitive answer. Stephen Muchovej specified legal should determine what would be required for the Tribe to be a full member of the JPA once formed, and if that was not possible, see if the Tribe could have an appointed member at large. Stephen suggested someone should reach out to the Tribe’s legal counsel to research having them join a JPA.
- Inyo County – County Supervisor Rick Pucci had expressed interest in serving on the Ad Hoc committee. Anna Scott agreed to ask for a county supervisor and someone from Health and Human Services to serve on the committee.
- ICEMA – Committee decided that while ICEMA does not need to be actively involved in the Ad Hoc committee, they should be kept in the loop throughout the process.

LEGAL COUNSEL:

The committee discussed and agreed to request the services of Ward Simmons. Deston agreed to follow up with Ward.

FOCUS AND GOALS:

The following is a list of the goals proposed by various members of the committee during the discussion:

- To align the fire department into one entity.
- To consolidate funding, administration, direction and leadership for the department.

- To consider how to pay for the rapidly increasing volume of services provided by the department.
- To consider the needs of the community and re-evaluate the structure of the fire department. Then, determine what will work best to meet those needs.
- To move forward, acknowledging that fire safety does not adhere to the boundaries of city/county within the fire department's sphere of influence, and while the city and district have always cooperated to answer calls, the demands are increasing. Collectively, the entities will work to address these demands while maintaining the services currently provided.
- To explore the possibility of supportive EMS services in the future.
- To address resiliency issues and holes within the current EMS system. To explore the EMS needs of the community and explore possibilities for long-term goals.
- The goal of the committee is NOT to take over EMS services, but rather to supplement response, to make sure there is someone to respond when people call 911.
- To ensure that there is appropriate and timely response for Fire and EMS calls.
- To consider the department's sphere of influence beyond the current RFPD boundaries. Should the Round Valley communities be added to the fire district, to ensure there is wording in the agreement to protect the department due to expanded response times.
- To consolidate the ownership of all equipment to the Fire Department under the JPA.

NEXT MEETING:

The next meeting of the Fire Department Ad Hoc Committee will be at 4 p.m. on September 14, at the Fire Training Facility.

RESOLUTION NO. 2022-XX

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, a severe thunderstorm system has swept over portions of Inyo County; and

WHEREAS, this weather pattern has culminated, to date, with the most violent portion of the storm occurring between September 3, 2022 and September 5, 2022, and resulting in torrential rains, high winds, electrical storms, mud and debris flows and other localized flooding and landslides throughout portions of central, south, and southeastern portions of Inyo County; and,

WHEREAS, the extent of damage to County roads and highways is still being assessed, and this effort is slowed by impassable road conditions marked by washouts and continued flooding; and,

WHEREAS, road damage from the emergency event resulted in the closure of several County roads and State highways, and may take months and at least hundreds of thousands of dollars to repair.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows

Section 1: The Inyo County Board of Supervisors does hereby proclaim the existence of a Local Emergency in Inyo County as a result of severe weather conditions, including violent thunderstorms sweeping over portions of Inyo County resulting in torrential rains, high winds, electrical storms, mud and debris flows, and other localized flooding throughout portions of the central, south and southeastern portions of Inyo County; and,

Section 2: The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

Section 3: A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

Section 4: The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the U.S. Small Business Administration (SBA).

PASSED AND ADOPTED this 20th day of September 2022 by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair, Board of Supervisors
County of Inyo

ATTEST: Leslie L. Chapman
Clerk of the Board

By: _____
Assistant Clerk of the Board

INYO COUNTY FISCAL YEAR 2022-2023 BUDGET HEARINGS SCHEDULE
Administrative Center, Independence
September 20, 2022 – beginning at 10:15 a.m. & continuing as necessary

I. Budget Message: Introduction and Summary of Fiscal Year 2022-2023 CAO Recommended Budget

| II. Consent Agenda: | Page |
|---|-------------|
| Water | 1 |
| Owens River Water Trail Grant | 7 |
| Salt Cedar Project | 10 |
| Treasurer – Tax Collector | 13 |
| Sheriff | 18 |
| Animal Control – General | 24 |
| CalMet Task Force | 28 |
| DNA | 32 |
| Illegal Cannabis Suppression | 35 |
| Jail – CAD/RMS Project | 38 |
| Jail – General | 41 |
| Jail – Safety Personnel | 46 |
| Jail – STC | 50 |
| Jail Security Project | 53 |
| Kitchen Services | 56 |
| Off Highway Vehicle Grant | 60 |
| RAN | 63 |
| Sheriff – Safety Personnel | 66 |
| Road | 71 |
| State Funded Road Projects | 77 |
| Public Works | 80 |
| Big Pine Lighting | 85 |
| Bishop Airport – Operating | 89 |
| Bishop Airport – Special Aviation | 95 |
| Bishop Airport – Environmental Assessment | 98 |
| Building & Safety | 101 |
| County Services Area #2 | 105 |
| Deferred Maintenance | 109 |
| Independence Airport – Operating | 112 |
| Independence Airport – Special Aviation | 116 |
| Independence Lighting | 119 |
| Lone Pine/Death Valley Airport – Operating | 123 |
| Lone Pine/Death Valley Airport – Special Aviation | 127 |
| Lone Pine Lighting | 130 |
| Maintenance – Building & Grounds | 134 |
| Parks & Recreation | 140 |
| Per Capita Grant Prop 68 | 146 |
| Recycling & Waste Management | 149 |
| Recycling & Waste Capital Improvement | 156 |
| Shoshone Airport – Special Aviation | 159 |
| Tecopa Lagoon Project | 162 |
| Transportation & Planning Trust | 165 |
| Water Systems Budget | 170 |
| Assessor | 175 |

| II. Consent Agenda Continued: | Page |
|--|-------------|
| Agricultural Commissioner/Sealer | 179 |
| Cannabis Regulation – General Operating | 185 |
| Eastern Sierra Weed Management Area Grant | 189 |
| Inyo Mosquito Abatement Program | 194 |
| Child Support Services | 200 |
| Public Administrator/Guardian | 205 |
| Probation – General | 210 |
| Criminal Justice Realignment | 217 |
| Juvenile Institutions | 221 |
| Out of County – Juvenile Hall | 228 |
| Prop 64 Public Health & Safety | 231 |
| Planning & Zoning | 234 |
| Yucca Mountain Oversight Grant | 239 |
| Health & Human Services – Health | 243 |
| California Children Services – Administration | 251 |
| California Children Services – Treatment | 256 |
| Community Based Child Abuse Prevention (CBCAP) | 259 |
| Child Health & Disability Prevention (CHDP) | 263 |
| Community Mental Health | 267 |
| COC Continuum of Care | 274 |
| Drinking Driver Program | 277 |
| Eastern Sierra Area Agency on Aging (ESAAA) | 281 |
| ELC-2 Enhanced Lab Capacity | 288 |
| First Five Commission | 293 |
| FIRST Program | 298 |
| Foster Care | 303 |
| General Relief | 306 |
| Maternal Child Health Grant (MCAH) | 309 |
| Social Services – General | 314 |
| Substance Use Disorders | 323 |
| TANF/CalWORKs | 328 |
| Tobacco Tax Grant 22-25 | 332 |
| Women, Infants, Children Grant 21-22 (WIC) | 337 |
| Women, Infants, Children Grant 22-23 (WIC) | 342 |
| Work Investment Act (WIA) | 347 |
| Grand Jury | 352 |
| Farm Advisor | 355 |
| Lease Rental | 360 |
| Range Improvement | 363 |
| Environmental Health – General | 366 |
| District Attorney | 371 |
| District Attorney – Safety | 376 |
| OES – VWAC 21-22 | 379 |
| OES – VWAC 22-23 | 383 |
| County Counsel | 387 |
| County Clerk – General | 392 |
| Elections | 397 |
| Recorder – Recorders Micrographic System | 402 |
| Coroner | 406 |
| Board of Supervisors | 409 |

| | |
|--|-------------|
| II. Consent Agenda Continued: | Page |
| Auditor-Controller – General | 414 |
| Auditor-Controller – CalPERS Refunding Safety | 418 |
| Auditor-Controller – Economic Stabilization | 421 |
| Auditor-Controller – General Reserves | 424 |
| Auditor-Controller – Geothermal | 427 |
| General Revenues & Expenditures | 430 |
| IFAS Upgrade | 434 |
| Insurance, Retirement, OASDI | 437 |
| PILT Trust | 440 |
| County Administrative Officer – General | 441 |
| Abatement | 446 |
| Accumulated Capital Outlay | 449 |
| Advertising County Resources | 452 |
| American Rescue Plan Act 2021 | 457 |
| Computer Systems Fund | 460 |
| Computer Upgrade | 461 |
| Consolidated Office Building | 464 |
| Contingencies | 468 |
| County Liability Trust | 469 |
| County Library | 473 |
| Disaster Services | 479 |
| Economic Development | 484 |
| Emergency Preparedness 20-21 | 488 |
| Emergency Preparedness 21-22 | 492 |
| Emergency Preparedness 22-23 | 496 |
| Fish & Game | 499 |
| General Relief Fund | 502 |
| Grants In Support | 505 |
| Great Basin APC Grant | 508 |
| Homeland Security 20-21 | 511 |
| Homeland Security 22-22 | 514 |
| Information Services | 517 |
| Law Library | 522 |
| Medical Malpractice Trust | 525 |
| Motor Pool – Operating | 528 |
| Motor Pool – Replacement | 533 |
| Museum – General | 536 |
| Natural Resource Development | 541 |
| Personnel | 544 |
| Property Tax Upgrade | 548 |
| Public Defender | 551 |
| Purchasing Revolving | 554 |
| Risk Management | 557 |
| Veterans Service Officer | 562 |
| Workers Compensation | 566 |

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **641045**
 Receipt Number: **2747150**
 Geographical Code: **1400**
 Copies Mailed Date: **September 8, 2022**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **SCOTT, ERIC RONALD**
 Name of Business: **STEAK AND BEER**
 Location of Business: **860 HOT SPRINGS ROAD
 TECOPA, CA 92389**

County: **INYO**

Is Premises inside city limits? **Yes** Census Tract: **0008.00**

Mailing Address:(If different from premises address) **6807 HETHERBRAE LN
 LAS VEGAS, NV 89156-7169**

Type of license(s): **41** Dropping Partner: Yes No

Transferor's license/name: **570230 / SCOTT, ERIC RONALD**

| <u>License Type</u> | <u>Transaction Type</u> | <u>Master</u> | <u>Secondary LT And Count</u> | | |
|---|-------------------------|---------------|-------------------------------|--|--|
| 41 - On-Sale Beer And Wine - Eating P PRM | | Y | | | |

| <u>License Type</u> | <u>Transaction Description</u> | <u>Fee Code</u> | <u>Dup</u> | <u>Date</u> | <u>Fee</u> |
|---------------------|--------------------------------|-----------------|------------|-------------|------------|
| Application Fee | PREMISES TO PREMISES TRF | NA | 0 | 09/08/22 | \$815.00 |
| Total | | | | | \$815.00 |

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: September 8, 2022

Applicant Name(s)

SCOTT, ERIC RONALD