

Agenda



County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

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

September 3, 2019 - 8:30 AM

1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (*one case*).
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

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

8. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

CONSENT AGENDA (Approval recommended by the County Administrator)

9. **County Administrator - Personnel** - Request Board approve Resolution No. 2019-36, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the County Administrator to Loan Funds to Certain County Employees for Employment-Related Educational Expenses, Pursuant to the County's 'Employee Training, Continuing Education, and Tuition Assistance Program Policy,' and Authorizing the County Administrator to Execute Such Notes on Behalf of the County," and authorize the Chairperson to sign.
10. **Auditor/Controller** - Request Board approve Resolution No. 2019-37, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Establishing Fiscal Year 2019-2020 Appropriation Limit Under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Boards of Supervisors Governed Special Districts," and authorize the Chairperson to sign.
11. **Auditor/Controller** - Request Board approve Resolution No. 2019-38, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting Tax Rates for Fiscal Year 2019-2020 Pursuant to Government Code Section 29100," and authorize the Chairperson to sign.
12. **Environmental Health** - Request Board: A) declare IDEXX Laboratories, Inc. of Westbrook, ME a sole-source provider of Colilert reagent and other laboratory supplies used for the testing of total coliform and E. coli bacteria in water; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$25,000, payable to IDEXX Laboratories Inc. of Westbrook, ME for laboratory supplies for the period of September 3, 2019 through June 30, 2020.
13. **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 \$1,109,922.00, for the period of October 1, 2019 through September 30, 2022, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign Standard Agreement No. 19-10153 and the Contractor Certification Clauses (CCC 04/2017).
14. **Public Works** - Request Board: A) approve Resolution No. 2019-39 authorizing the filing of an application for a CDA matching grant for "Bishop Airport – Taxiway Rehabilitation Project" in the amount of \$261,147.65; B) authorize acceptance of the allocation of said state AIP matching funds for the project; C) authorize execution of said AIP Matching Grant Agreement for this project; and D) authorize the Public Works Director to sign any documents required to apply for and accept subject funds of behalf of the County of Inyo.

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

15. **Water Department** - Request Board consider the Letter of Interest received for appointment to the Water Commission and appoint one Water Commissioner with a term ending December 31, 2022.

16. **Health & Human Services** - Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.50.060 of the Inyo County Code, Pertaining to the Membership of the Children and Families Commission," and schedule enactment for 11 a.m. Tuesday, September 10, 2019 in the Board of Supervisors Chambers, County Administrative Center, Independence.

17. **Health & Human Services** - Request Board ratify and approve the Maternal Child and Adolescent Health (MCAH) agreement between the County of Inyo and California Department of Public Health in the amount of \$129,565.00 for the period of July 1, 2019 through June 30, 2020, authorize Dr. James Richardson, MCAH Director, to sign the Agreement Funding Application (AFA) Policy Compliance and Certification and the Attestation of Compliance with the Sexual Health Education Accountability Act of 2007, Certification Statement for the Use of Certified Public Funds, and authorize the Chairperson to sign the AFA Policy Compliance and Certification.

18. **Health & Human Services - Behavioral Health** - Request your Board ratify and approve the contract between the County of Inyo and the Kings View Corporation for electronic health record management information services and support in a total amount not to exceed \$602,420 for the period of July 1, 2019 to June 30, 2022 (estimated to be \$157,011 in 19/20, \$149,437 in 20/21, and \$295,972 in 20/22), pending the adoption of the FY 19/20 budget and contingent upon the Board's adoption of the future years' budgets, and authorize the HHS Director to sign the contract and the HHS Assistant Director as the Privacy Officer to sign the HIPPA Business Association Agreement.

19. **County Administrator** - Request Board approve the report to the Honorable Brian Lamb, Presiding Judge, Inyo County Superior Court, responding to the findings and recommendations in the 2018-2019 Grand Jury First Interim Report and authorize the County Administrator to sign the transmittal letter.

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

- 10:30 a.m.** 20. ***BUDGET HEARINGS - 10:30 A.M.*** - Request Board conduct a public hearing to: A) collect public comment; and B) review and adopt the Fiscal Year 2019-2020 County Budget according to the schedule provided (see attached).

(If necessary, the Board of Supervisors will recess the Budget Hearing, to reconvene on a date or dates specific and noticed as required, prior to September 17, 2019, 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)

21. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

22. **California Highway Patrol** - Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65), documenting information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste on southbound U.S. 395 south of Gorge Road.
23. **Department of Alcoholic Beverage Control** - Notice, pursuant to Section 23803 of the Business and Professions Code, of a petition filed by Big Pine Mobil to modify certain conditions of its Off-Sale Beer and Wine License.

INYO COUNTY 2019-2020 BUDGET HEARINGS SCHEDULE

A 10:00 AM COMMENCING, 10:30 AM COMMENCING
 STARTING 3:00 PM, 10:30 AM COMMENCING . . . COMMENCING

I. Budget Message: Introduction and Summary of Fiscal Year 2019-2020 CAO Recommended Budget

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County of Inyo



County Administrator - Personnel

CONSENT - ACTION REQUIRED

MEETING: September 3, 2019

FROM: Personnel

SUBJECT: Resolution Related to Tuition Reimbursement Loans

RECOMMENDED ACTION:

Request Board approve Resolution No. 2019-36, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the County Administrator to Loan Funds to Certain County Employees for Employment-Related Educational Expenses, Pursuant to the County's 'Employee Training, Continuing Education, and Tuition Assistance Program Policy,' and Authorizing the County Administrator to Execute Such Notes on Behalf of the County," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Your Board previously adopted an "Employee Training, Continuing Education, and Tuition Assistance Program Policy" as Attachment E to the current Memorandum of Understanding between the County of Inyo and the Inyo County Employees Association (AFSCME Local 315).

In part, the policy states, "It is the policy of the County of Inyo to encourage training, self-improvement and personal development programs for employees which includes three (3) general categories: on-the-job training; continuing education, and tuition assistance programs ... (1)n accordance with eligibility criteria described below and subject to available funding, the County may provide limited financial assistance to employees in the form of tuition assistance loans that may be satisfied over time through continued County employment."

The Tuition Reimbursement Policy does not specifically authorize the County Administrative Officer to make the loans on behalf of the County, which would require each loan to come before your Board for approval. The attached resolution has been drafted to authorize the CAO to sign the promissory notes on behalf of the County, in accordance with the Board-approved policy, in order to expedite the loan process in these routine personnel matters.

Attached for reference are copies of the Tuition Reimbursement Policy and sample promissory notes (versions with and without a line of credit).

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the draft resolution but this is not recommended as each loan request would subsequently require Board approval if the CAO is not authorized to make the loans on the County's behalf in accordance with the Board-approved policy.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

There are no direct fiscal impacts related to the adoption of the proposed resolution. Financing details are specific to each loan and outlined in the individual promissory notes.

ATTACHMENTS:

1. Tuition Policy
2. Resolution Authorizing CAO to Make Educational Loans
3. Sample Tuition Assistance Program Promissory Note
4. Sample Tuition Promissory Note - Without Line of Credit

APPROVALS:

Clint Quilter	Created/Initiated - 8/1/2019
Darcy Ellis	Approved - 8/1/2019
Clint Quilter	Approved - 8/1/2019
Sue Dishion	Approved - 8/27/2019
Marshall Rudolph	Approved - 8/27/2019
Amy Shepherd	Approved - 8/28/2019
Clint Quilter	Final Approval - 8/28/2019

EMPLOYEE TRAINING, CONTINUING EDUCATION, AND TUITION ASSISTANCE PROGRAM POLICY

STATEMENT OF POLICY

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

ON-THE-JOB TRAINING

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

CONTINUING EDUCATION

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

TUITION ASSISTANCE

Personal and professional development of employees can be beneficial to both employees and the County. In this regard, the County understands that some employees on their own initiative and on their own time (outside of work), may wish to voluntarily pursue advanced education programs leading to college degrees, certificates, or professional licenses. Although pursuit of such education programs is not mandated by the County for employees, the County recognizes that an employee's attainment of a degree, certificate, or professional license that is not a job requirement for their current employment may be a benefit to the County. As such, in accordance with eligibility criteria described below and subject to available funding, the County may provide limited financial assistance to employees in the form of tuition assistance loans that may be satisfied over time through continued County employment.

ELIGIBILITY FOR TUITION ASSISTANCE

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

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

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

APPLICATION PROCESS AND ASSISTANCE PLAN

1. PRE-APPROVAL REQUIREMENT

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

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

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

2. CRITERIA

a. Employment Related

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

b. Assistance (Loan Agreement)

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

c. Assistance Rate/Schedule

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

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

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

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

STEPS FOR PARTICIPATING IN TUITION ASSISTANCE PROGRAM

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

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

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

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

Tuition Assistance Program, which maintain a 2.0 or higher GPA will be given top priority for continued funding (based on seniority in the Tuition Assistance Program) if their application is received by April 1 preceding the fiscal year for which application for continued participation in the Tuition Assistance Program is made.

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

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

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

RESOLUTION NO. 2019-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE COUNTY ADMINISTRATOR TO LOAN FUNDS TO CERTAIN COUNTY EMPLOYEES FOR EMPLOYMENT-RELATED EDUCATIONAL EXPENSES, PURSUANT TO THE COUNTY'S "EMPLOYEE TRAINING, CONTINUING EDUCATION, AND TUITION ASSISTANCE PROGRAM POLICY," AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SUCH NOTES ON BEHALF OF THE COUNTY

WHEREAS, the Inyo County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees; and

WHEREAS, the County provides certain negotiated educational incentives to its employees, which are set forth in memoranda of understanding (MOUs) and other policy documents applicable to County employees; and

WHEREAS, one such document is the "Employee Training, Continuing Education, and Tuition Assistance Program Policy," which was previously approved by the Board as Attachment E to the current Memorandum of Understanding between the County of Inyo and the Inyo County Employees Association (AFSCME Local 315), which is incorporated herein by this reference; and

WHEREAS, the Policy applies to employees whose positions are represented by the Inyo County Employees Association (AFSCME Local 315), to employees whose positions are represented by other bargaining units that may choose to have the Policy apply to such employees, and to any unrepresented employees.

WHEREAS, among other things, that Policy addresses tuition assistance for eligible employees in the form of a loan for approved employment-related educational expenses on the terms and conditions specified in a promissory note (loan agreement) approved as to form by county counsel; and

WHEREAS, the terms and conditions of such promissory notes will promote recruitment and retention of highly-trained County employees, which is a direct and substantial public benefit, by forgiving the installment payment owed for any month during the term of the note in which the employee is employed by the County;

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors, that the County Administrator is hereby authorized (but not required) to loan funds to certain County employees for employment-related educational expenses in accordance with the requirements and criteria of the Employee Training, Continuing Education, and Tuition Assistance Program Policy, and to sign promissory notes (loan agreements) for said loans on behalf of the County, in a form approved by county counsel.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this __th day of August, 2019, by the following vote:

AYES: -
NOES:
ABSENT:

Chairperson
INYO COUNTY BOARD OF SUPERVISORS

*ATTEST: Clint Quilter
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

PROMISSORY NOTE
with line of credit

\$_,000.00

_____, 2019
Independence, California

FOR VALUE RECEIVED, the undersigned, NAME OF EMPLOYEE ("Maker"), promises to pay to the order of THE COUNTY OF INYO, a political subdivision of the State of California ("Holder"), the principal sum of _____ thousand dollars (\$_,000.00), or so much thereof as may have been disbursed to Maker by Holder in Holder's sole and absolute discretion, together with interest at the rate of six percent (6%) per annum, payable in monthly installments in the minimum amounts described below, commencing on the last day of the month following Holder's first disbursement (advance) of funds to Maker, and continuing on the last day of each month thereafter as long as there remains an unpaid balance of funds disbursed to Maker, up to and including the Maturity Date (specified below) at which time Maker shall also pay Holder the entire remaining unpaid portion of the principal sum that has been disbursed to Maker. The Maturity Date shall be derived as follows: (1) divide the total amount of money disbursed to Maker during the Draw Period by \$1,100; (2) multiply that resulting number by six months and round the sum up or down to the nearest whole number; and (3) add the resulting number of months to the date that the Draw Period ends and the Repayment Period begins (which are the same date, as described below). For example, if the total amount disbursed during the Draw Period is \$5,280, and the date that the Draw Period ended (and the Repayment Period began) is March 14, 2020, then the Maturity Date would be November 14, 2022 [$\$5,280 \div \$1,100 = 4.8$; $4.8 \times 6 \text{ months} = 28.8 \text{ months}$, rounded to 29 months; $\text{March 14, 2020} + 29 \text{ months} = \text{August 14, 2022}$.] It is the intent of Maker and Holder to create a line of credit arrangement between Maker and Holder whereby Maker may borrow up to \$_,000 from Holder for approved educational expenses (primarily tuition); provided,

however, that Holder has no obligation to lend Maker any amounts hereunder and the decision to lend such money lies in the sole and complete discretion of the Holder.

The principal sum represents an educational loan by Holder to Maker pursuant to Holder's Tuition Assistance Program for the purpose of supporting some of Maker's job-related educational expenses: specifically, _____. Maker's anticipated date of program completion is _____. Said loan shall only be used for agreed-upon expenses related to Maker's remaining classes for Maker's degree (not for any student debt related to prior classes), to the extent authorized by the requirements of Holder's then-existing Tuition Assistance Program Policy, which is incorporated herein by this reference. Maker may request disbursements (advances) from the principal sum during the Draw Period in the manner prescribed below. This Note's line of credit has a Draw Period of _____ years and one month from the date of this Note. The Holder may, at its option, approve any request by Maker to extend the Draw Period. Notwithstanding the foregoing, if Maker terminates employment with Holder and the Draw Period (including any extension thereof) has not yet ended, then the Draw Period shall end as of the same date that Maker's employment terminates. At the end of the Draw Period, Maker may not receive any new disbursements of funds from the remaining principal sum (line of credit). At that time, the Repayment Period will begin.

During the Draw Period, the minimum monthly installment payments owed by Maker shall be interest only in an amount equal to: point five percent (0.5%) of the then-current sum of all disbursements (advances) by Holder to Maker from the principal sum (line of credit) that have not yet been repaid by Maker. During the Repayment Period, the minimum monthly installment payments owed by Maker shall be the amortized amount necessary to fully repay over the Repayment Period the sum of all disbursements (advances) by Holder to Maker from the principal sum (line of credit) that have not yet been repaid by Maker as of the end of the

Draw Period, at the specified interest rate of six percent (6%) per annum.

In connection with any request by Maker for a disbursement of funds for a particular class or classes, Maker shall provide Holder with the following documentation: receipts or other proof of such qualifying expenses in a form acceptable to Holder; evidence of completion of such class(es); grades received of at least a "C" in the class(es) as determined by the educational institution; and evidence that Maker has at least a 2.0 GPA at the time the disbursement request is made. Upon Holder's determination that it has received satisfactory documentation of expenses from Maker, Holder shall use its best efforts to disburse funds within thirty (30) days to Maker from the remaining balance of the principal sum (line of credit) in an amount deemed appropriate by Holder.

All installment payments owed by Maker shall be payable at the office of the Inyo County Personnel Department, P.O. Box 249, County Administrative Offices, Independence, California 93526, or such other place as the Holder hereof may designate in writing. Holder shall forgive the minimum installment payment owing for any month during the term of this Note in which Maker is employed by Holder, provided Maker has complied with all requirements stated above; in other words, the payment owed for that month shall be deemed paid and deducted from the total amount otherwise owing under this Note.

It is agreed that if this Note or any installment of interest due hereunder is not paid when due, then any and/or all of such events shall cause the entire principal balance to become due and payable immediately at Holder's option. Failure by Holder to exercise this option shall not cause a waiver of the right to exercise it in the event of any subsequent default.

IF ANY MONTHLY INSTALLMENT OR ANY PART THEREOF IS MORE THAN TEN (10) DAYS DELINQUENT, THE MAKER SHALL BE IMMEDIATELY OBLIGATED TO PAY AN ADDITIONAL SUM EQUAL TO FIVE PERCENT (5%) OF THE AMOUNT OF

THE DELINQUENT MONTHLY INSTALLMENT TO THE HOLDER OF THIS NOTE AS DAMAGES ("LIQUIDATED DAMAGES") DUE TO THE ADDITIONAL TIME THE MONEY IS WITHHELD AND DUE TO THE ADMINISTRATIVE COSTS REASONABLY RELATED TO COLLECTING AND ACCOUNTING FOR THAT INSTALLMENT. THE MAKER UNDERSTANDS AND ACKNOWLEDGES THAT ACTUAL DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN IN THE EVENT THAT ANY MONTHLY INSTALLMENT OR ANY PART THEREOF IS NOT PAID WHEN DUE. AS ADDITIONAL LIQUIDATED DAMAGES DUE TO THE REASONS STATED HEREINABOVE, MAKER AGREES THAT INTEREST SHALL ACCRUE AT THE RATE OF AN ADDITIONAL SIX PERCENT (6%) PER ANNUM ON THE DELINQUENT INSTALLMENT OR PORTION THEREOF COMMENCING THIRTY (30) DAYS FROM THE DATE OF SUCH INSTALLMENT'S DUE DATE UNTIL PAID.

_____ Initials _____ Initials

The Maker hereof hereby waives notice of maturity, presentment for payment, demand, protest, notice of nonpayment and of protest, and agrees to any extension of time of payment and partial payments before, at or after maturity.

If this Note or interest or principal payments or other payments are not paid when due, the Maker agrees to pay all reasonable costs of collection or other costs incurred in the protection of the interests of the Holder hereof, including reasonable attorney's fees.

Maker shall have the right to prepay in part or in full the principal sum hereof at any time. Any such prepayments shall be applied first against accrued but unpaid interest or penalties, and then against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

Maker acknowledges that this Note is made and executed voluntarily without duress or undue influence on the part or on behalf of the Holder. Maker further acknowledges having participated in the preparation of this Note and having had the opportunity to be represented by legal counsel with respect to such preparation or does hereby knowingly waive any right to do so. Maker is fully aware of the contents of this Note and of its legal effect. Thus, any ambiguities in this Note shall not be resolved in favor of or against either party. This Note shall be governed in all respects by the laws of the State of California.

Dated as of the day and year first above written.

MAKER:

HOLDER:

COUNTY OF INYO, a political subdivision of the State of California

By: _____
Clint Quilter,
County Administrator

PROMISSORY NOTE

\$ ____ 0.00

August 30, 2019
Independence, California

FOR VALUE RECEIVED, the undersigned, _____ ("Maker"), promises to pay to the order of THE COUNTY OF INYO, a political subdivision of the State of California ("Holder"), the principal sum of _____ dollars (\$ _____.00), together with interest at the rate of six percent (6%) per annum, payable in monthly installments of _____ (\$ _____), commencing on September 30, 2019, and continuing on the last day of each month thereafter, up to and including the Maturity Date (specified below) at which time Maker shall also pay Holder the entire remaining unpaid portion of the principal sum. The Maturity Date is February 29, 2024, which was derived as follows: (1) divide the total amount of money disbursed to Maker by \$1,100); (2) multiply that resulting number by six months and round the sum up or down to the nearest whole number; and (3) add the resulting number of months to the date of this Note.

The principal sum represents an educational loan by Holder to Maker pursuant to Holder's Tuition Assistance Program for the purpose of supporting some of Maker's job-related educational expenses: specifically, supporting Maker's tuition expenses to obtain a _____ . Maker's date of program completion was _____ . Maker has provided Holder with satisfactory documentation of having incurred such expenses and received acceptable grades. Concurrent with the creation of this Note, at Maker's request, Holder is issuing a check in the amount of the principal sum directly to the following institution and address on Maker's behalf:

All installment payments owed by Maker shall be payable at the office of the Inyo County Personnel Department, P.O. Box 249, County Administrative Offices, Independence, California 93526, or such other place as the Holder hereof may designate in writing. Holder shall forgive the minimum installment payment owing for any month during the term of this Note in which Maker is employed by Holder; in other words, the payment owed for that month shall be deemed paid and deducted from the total amount otherwise owing under this Note.

It is agreed that if this Note or any installment of interest due hereunder is not paid when due, then any and/or all of such events shall cause the entire principal balance to become due and payable immediately at Holder's option. Failure by Holder to exercise this option shall not cause a waiver of the right to exercise it in the event of any subsequent default.

IF ANY MONTHLY INSTALLMENT OR ANY PART THEREOF IS MORE THAN TEN (10) DAYS DELINQUENT, THE MAKER SHALL BE IMMEDIATELY OBLIGATED TO PAY AN ADDITIONAL SUM EQUAL TO FIVE PERCENT (5%) OF THE AMOUNT OF THE DELINQUENT MONTHLY INSTALLMENT TO THE HOLDER OF THIS NOTE AS DAMAGES ("LIQUIDATED DAMAGES") DUE TO THE ADDITIONAL TIME THE MONEY IS WITHHELD AND DUE TO THE ADMINISTRATIVE COSTS REASONABLY RELATED TO COLLECTING AND ACCOUNTING FOR THAT INSTALLMENT. THE MAKER UNDERSTANDS AND ACKNOWLEDGES THAT ACTUAL DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN IN THE EVENT THAT ANY MONTHLY INSTALLMENT OR ANY PART THEREOF IS NOT PAID WHEN DUE. AS ADDITIONAL LIQUIDATED DAMAGES DUE TO THE REASONS STATED HEREINABOVE, MAKER AGREES THAT INTEREST SHALL ACCRUE AT THE RATE OF AN ADDITIONAL SIX PERCENT (6%) PER ANNUM ON THE DELINQUENT

INSTALLMENT OR PORTION THEREOF COMMENCING THIRTY (30) DAYS FROM THE DATE OF SUCH INSTALLMENT'S DUE DATE UNTIL PAID.

_____ Initials _____ Initials

The Maker hereof hereby waives notice of maturity, presentment for payment, demand, protest, notice of nonpayment and of protest, and agrees to any extension of time of payment and partial payments before, at or after maturity.

If this Note or interest or principal payments or other payments are not paid when due, the Maker agrees to pay all reasonable costs of collection or other costs incurred in the protection of the interests of the Holder hereof, including reasonable attorney's fees.

Maker shall have the right to prepay in part or in full the principal sum hereof at any time. Any such prepayments shall be applied first against accrued but unpaid interest or penalties, and then against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

Maker acknowledges that this Note is made and executed voluntarily without duress or undue influence on the part or on behalf of the Holder. Maker further acknowledges having participated in the preparation of this Note and having had the opportunity to be represented by legal counsel with respect to such preparation or does hereby knowingly waive any right to do so. Maker is fully aware of the contents of this Note and of its legal effect. Thus, any ambiguities in this Note shall not be resolved in favor of or against either party. This Note shall be governed in all respects by the laws of the State of California.

Dated as of the day and year first above written.

MAKER:

HOLDER:

COUNTY OF INYO, a political subdivision of the State of California

By: _____
Clint Quilter,
County Administrator



County of Inyo



Auditor/Controller

CONSENT - ACTION REQUIRED

MEETING: September 3, 2019

FROM: Amy Shepherd

SUBJECT: 19-20 GANN Limit and Resolution

RECOMMENDED ACTION:

Request Board approve Resolution No. 2019-37, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Establishing Fiscal Year 2019-2020 Appropriation Limit Under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Boards of Supervisors Governed Special Districts," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The "appropriation limit" established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990 has been calculated by the Auditor-Controller for the 2019-2020 fiscal year. The calculation was performed pursuant to the "Article XIII-B Appropriation Procedure Guidelines for California Counties" written by the Accounting Standards and Procedures Committee, November 1990. The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current "cushion" between the 2019-2020 proposed proceeds of taxes and the calculated 2019-2020 limitation is \$45,768,052.00

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

After reviewing the County's Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2019-2020 Proposed Budget is within the "appropriation limit."

Periodic review of actual revenues and expenditures will be made during the year in order to insure that the County remains in compliance with Article XIII-B.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A since Inyo County is below the limit.

ATTACHMENTS:

1. GANN Limit Resolution 2019
2. GANN Limit 2019-2020

APPROVALS:

Christie Martindale	Created/Initiated - 8/6/2019
Darcy Ellis	Approved - 8/6/2019
Christie Martindale	Approved - 8/6/2019
Sue Dishion	Approved - 8/14/2019
Amy Shepherd	Approved - 8/14/2019
Marshall Rudolph	Final Approval - 8/16/2019

RESOLUTION 2019 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ESTABLISHING FISCAL YEAR 2019-2020 APPROPRIATION LIMIT UNDER
ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING
PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD
OF SUPERVISORS GOVERNED SPECIAL DISTRICTS**

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

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

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

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2019-2020; and

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

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2019-2020 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2019-2020 as shown on Attachment A is hereby established as \$45,768,052.00 such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution; and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2019-2020 may be adjusted at a later date in the event that revenues which are unanticipated, and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Rick Pucci, Chairperson
Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

ATTACHMENT A
STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS
FOR THE TAX YEAR 2019-2020

	2017-2018 Limit	Population Change	Per Capita Change	2018-2019 Limit	Population Change	Per Capita Change	2019-2020 Limit
Big Pine Lighting	53,505.18	0.9990	1.0367	55,413.35	1.0001	1.0385	57,552.52
Independence Lighting	53,340.87	0.9990	1.0367	55,243.18	1.0001	1.0385	57,375.78
Lone Pine Lighting	76,726.02	0.9990	1.0367	79,462.32	1.0001	1.0385	82,529.88
Big Pine Fire	346,052.02	0.9990	1.0367	358,393.38	1.0001	1.0385	372,228.75
Bishop Fire	543,633.90	0.9990	1.0367	563,021.68	1.0001	1.0385	584,756.48
Independence Fire	237,550.55	0.9990	1.0367	246,022.39	1.0001	1.0385	255,519.80
Lone Pine Fire	296,034.67	0.9990	1.0367	306,592.25	1.0001	1.0385	318,427.89
Big Pine Cemetery	73,414.40	0.9990	1.0367	76,032.60	1.0001	1.0385	78,967.75
Independence Cemetery	169,762.00	0.9990	1.0367	175,816.27	1.0001	1.0385	182,603.46
Mt. Whitney Cemetery	118,064.19	0.9990	1.0367	122,274.75	1.0001	1.0385	126,995.02
Pioneer Cemetery	439,497.50	0.9990	1.0367	455,171.43	1.0001	1.0385	472,742.80
Tecopa Cemetery	12,322.11	0.9990	1.0367	12,761.56	1.0001	1.0385	13,254.21
Darwin CSD	18,078.76	0.9990	1.0367	18,723.51	1.0001	1.0385	19,446.31
Olancha CSD	146,669.08	0.9990	1.0367	151,899.79	1.0001	1.0385	157,763.70
Westridge CSD	92,111.66	0.9990	1.0367	95,396.67	1.0001	1.0385	99,079.35
Southern Inyo Emergency	122,951.58	0.9990	1.0367	127,336.44	1.0001	1.0385	132,252.12
							-
							-
INYO COUNTY	42,549,446.22	0.9990	1.0367	44,066,899.88	1.0001	1.0385	45,768,051.87

**GANN Limit Calculation
Based on Projected Revenues
Fiscal Year Ending June 30, 2020**

	Projected FY 19-20
Current Secured Taxes - 4001	11,801,962
Current Unsecured Taxes - 4004	800,000
Current Unsecured Aircraft Tax - 4005	28,900
SB813 Distributions - 4008	210,000
Sales Tax - 4062 & 4063	1,400,000
Real Property Transfer Tax - 4082	71,000
Transient Occupancy Tax - 4083	3,100,000
Transaction & Use Tax - 4085	1,425,000
Interest on Tax Funds - 4303	500
Homeowners Property Tax Relief - 4472	<u>74,000</u>
	18,911,362

2018-2019 Limitation (Using Per Capita personal Income % Change)	44,066,900
2019-2020 Population Factor	1.0001
2019-2020 Per Capita Factor	<u>1.0385</u>
2019-2020 Appropriation Limit	45,768,052
2019-2020 Proceeds of Taxes	<u>(18,911,362)</u>
Amount Under Limitation	26,856,690



County of Inyo



Auditor/Controller

CONSENT - ACTION REQUIRED

MEETING: September 3, 2019

FROM: Amy Shepherd

SUBJECT: 2019-2020 Property Tax Rates

RECOMMENDED ACTION:

Request Board approve Resolution No. 2019-38, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting Tax Rates for Fiscal Year 2019-2020 Pursuant to Government Code Section 29100," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board did not adopt the tax rates, the tax proceeds for the County would be \$0. The estimated amount for FY 2019-2020 general fund revenue secured taxes, totals \$11,801,962.00. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

ATTACHMENTS:

1. 2019 Tax Rate Resolution

APPROVALS:

Christie Martindale
Darcy Ellis
Amy Shepherd
Marshall Rudolph

Created/Initiated - 8/26/2019
Approved - 8/27/2019
Approved - 8/28/2019
Final Approval - 8/28/2019

RESOLUTION 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ADOPTING TAX RATES FOR FISCAL YEAR 2019-2020
PURSUANT TO GOVERNMENT CODE SECTION 29100**

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

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

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2019-2020 as follows:

County Wide	1.000000%
Big Pine Unified School District - 2005 Debt	0.046578%
Bishop Elementary – 2000 Debt and 2016 Refunding	0.017040%
Bishop Unified – 2000 Debt and 2016 Refunding	0.009584%
Owens Valley Unified School District – 2014 Refunding	0.042110%
Round Valley Elementary – 1999 Debt	0.026063%
Northern Inyo Hospital District – 2005 & 2015 Refunding	0.054643%
Unitary & Operating Non-Unitary	0.176484%
Northern Inyo Hospital – Gann Limit Refund	(0.013461)%

PASSED AND ADOPTED this third of September 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rick Pucci, Chairperson
Inyo County Board of Supervisors

Attest: Clint Quilter, Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board



County of Inyo



Environmental Health

CONSENT - ACTION REQUIRED

MEETING: September 3, 2019

FROM: Kathe Barton

SUBJECT: Water Laboratory Supplies Purchase

RECOMMENDED ACTION:

Request Board: A) declare IDEXX Laboratories, Inc. of Westbrook, ME a sole-source provider of Colilert reagent and other laboratory supplies used for the testing of total coliform and E. coli bacteria in water; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$25,000, payable to IDEXX Laboratories Inc. of Westbrook, ME for laboratory supplies for the period of September 3, 2019 through June 30, 2020.

SUMMARY/JUSTIFICATION:

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

Revenue from the water lab exceeds \$150,000 annually. This revenue is credited to the Environmental Health Services budget, which in turn provides adequate funding to operate the lab. This is an annual request presented to your Board.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

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

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The laboratory supplies order will be paid through the Environmental Health Services budget (045400) object code 5201 and this amount has been included in our Fiscal Year 2019/2020 budget request.

ATTACHMENTS:

1. 2019 IDEXX PRICE QUOTE

APPROVALS:

Kathe Barton	Created/Initiated - 8/22/2019
Darcy Ellis	Approved - 8/22/2019
Kathe Barton	Approved - 8/22/2019
Amy Shepherd	Final Approval - 8/23/2019



2019 PRICE QUOTE

Number / Date
20206755 / 08/22/2019

Ship to Address

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

Sold to Address

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

Bill-to Customer 22432

Net weight : 14.528

Pricing Valid through 12/31/2019

Material ID Commodity/COO	Description Batch	Exp.Date	Quantity Backorder item	UnitPrice	Total Value
98-09221-00 3926909910/CN	WV120SBST-200,VESSLS W/ST AND SB, 200PK		1	116.70	116.70
98-12973-00 3822005090/US	WP200I GAMMA IRRAD COLILERT 100ML 200PK		1	707.60	707.60
98-21675-00 3926909910/US	WQT2K QUANTI-TRAY 2000 DISPOSABLE 100/BX		1	162.62	162.62
98-20748-01 3822005090/US	UN3373-WKIT 1001, QUANTI-CULT		1	237.00	237.00
98-11682-00 3822005090/US	WP104 COLI P/A COMPARATOR		1	14.32	14.32
98-09227-00 3822005090/US	WQT2KC, PRE-DISP.QT 2000 COMPARATOR		1	27.34	27.34
98-21378-00 3926909910/US	WQT100 QUANTI-TRAY DISPOSABLE 100/BX		1	119.26	119.26
98-08877-00 3822005090/US	WP200I-18 GAMMA IRAD COLILERT-18 200PACK		1	687.01	687.01

All local taxes at customer charge



Date
08/22/2019

Number
20206755

Items Total		2,071.85
Freight Value		88.86
Tax total		160.57
Total Amount	USD	2,321.28
=====		

All local taxes at customer charge



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: September 3, 2019

FROM: Sharon Wilson

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 \$1,109,922.00, for the period of October 1, 2019 through September 30, 2022, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign Standard Agreement No. 19-10153 and the Contractor Certification Clauses (CCC 04/2017).

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 preventive services.

The contract is a four-year contract with the California Department of Public Health, although the 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 WIC Program.

OTHER AGENCY INVOLVEMENT:

The program works cooperatively with other Health and Human Services Programs such as Public Health, First Five, as well as Toiyabe Indian Health Project and other Community organizations.

FINANCING:

This program is 100% federally funded through the State of California. The funds are recognized in the WIC budgets in object code Federal Other (4552). There are no county general funds.

ATTACHMENTS:

1. Standard Agreement 19-10153
2. Contractor Certification Clauses, Scope of Work, Etc.
3. 19-10153 Civil Rights attachment

APPROVALS:

Sharon Wilson	Created/Initiated - 8/16/2019
Darcy Ellis	Approved - 8/16/2019
Sharon Wilson	Approved - 8/20/2019
Amy Shepherd	Approved - 8/23/2019
Marshall Rudolph	Approved - 8/23/2019
Marilyn Mann	Approved - 8/23/2019
Rhiannon Baker	Final Approval - 8/26/2019

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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.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Inyo		<i>Federal ID Number</i> 95-6005445
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Marilyn Mann, Director, Inyo County Health and Human Services Department		
<i>Date Executed</i>	<i>Executed in the County of</i> Inyo	

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.

Exhibit A Scope of Work

1. Service Overview

- A. The Contractor agrees to provide to the California Department of Public Health, Special Supplemental Nutrition Program for 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 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 and referrals to health care services.
- C. The purpose of this contract is to provide funds and expectations to support the delivery of services 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 CDFA Program Title is Special Supplemental Nutrition Program for Women, Infants and Children.

2. Service Location

- A. The 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 Bishop 93514, Big Pine 93513, Independence 93526, Lone Pine 93545, Olancho/Cartago 93549, Keeler 93530, and Tecopa, Shoshone, Death Valley 92328.

3. Service Hours

- A. The services shall be provided during the Contractor's normal business hours in addition to extended hours of operation to accommodate the needs of working and student applicants/participants, 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 days in advance. The Contract

**Exhibit A
Scope of Work**

Manager will ensure that the WIC Site listing, and the WIC Web Information System Exchange (WIC WISE) is updated.

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 Fax: (916) 263-3314 E-mail: Pia.Boling@cdph.ca.gov	Marilyn Mann Telephone: (760) 873-3305 Fax: (760) 873-6505 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 Fax: (916) 263-3314 E-mail: Pia.Boling@cdph.ca.gov	Attention: April Eagan 568 West Line St. Bishop, Ca 93514 Telephone: (760) 872-1887 Fax: (760) 872-1623 E-mail: aeagan@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: "Cashier"
Address: PO Drawer H Independence, CA 93526
Contract Number: 19-10153
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.

Exhibit A
Scope of Work

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

6. **Definitions**

This list of definitions is for use with this Agreement.

- A. **Applicant** - An individual who has applied to participate in the WIC Program.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the United States Department of Agriculture's (USDAs) Loving Support® Model for a Successful Peer Counseling Program. 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 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/WIC Division** means California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division - The Division within the California Department of Public Health that administers and oversees the WIC Program.
- F. **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.
- G. **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.
- H. **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.
- I. **DBE** means Designated Breastfeeding Expert - Per USDA, a DBE is an individual who is an expert with special experience or training in helping breastfeeding mothers; providing breastfeeding expertise and care for more complex breastfeeding problems when WIC staff face situations outside their scope of practice. Individuals with this designation can be WIC staff including Breastfeeding Coordinators, Peer Counselor Coordinators, International Board Certified Lactation Consultants (IBCLCs), Certified Lactation Counselors or Certified Lactation Educators, nutritionists, and nurses or community health care providers such as physicians or nurses. Per

Exhibit A
Scope of Work

the WIC Nutrition Services Standards, the IBCLC is the preferred WIC DBE [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].

- J. **Designee** - A person who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures on behalf of the Contractor.
- K. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration funds and funding from another source.
- L. **EBT** means Electronic Benefit Transfer - An electronic process that allows a recipient to authorize transfer of their benefits from a government account to vendor's account to pay for products received.
- M. **FFY** means Federal Fiscal Year (October 1 through September 30).
- N. **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 CDPH/WIC to accept check booklets (separate from other WIC food benefits) that are distributed to WIC participants via WIC local agencies.
- O. **FMNP 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.
- P. **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.
- Q. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- R. **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.
- S. **MIS** means Management Information System - The CDPH/WIC Division's centralized data processing systems used to collect and store information concerning participant eligibility, enrollment, food benefits issuance and redemption for WIC local agencies. Includes the WIC WISE and all ancillary systems such as the California WIC App, WIX Reporting, Participant Portals, etc.
- T. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- U. **NSP** means Nutrition Services Plan - The NSP is a tool for the CDPH/WIC Division to use in planning overall WIC Program Nutrition Services. 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>]. The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve

Exhibit A Scope of Work

participant health and nutrition outcomes. The NSP also provides a focus for staff training and quality assurance resources over the course of this contract.

- V. **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.
- W. **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.
- X. **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.
- Y. **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.
- Z. **Participant** - An individual who meets all WIC Program eligibility criteria and is enrolled in the WIC Program and receives nutrition benefits.
- AA. **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.
- BB. **Quality Assurance (QA)** means a retrospective review process which demonstrates that a service fulfilled or met a set of requirements or criteria.
- CC. **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.
- DD. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report.
- EE. **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.
- FF. **Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- GG. **ULO** means Unliquidated Obligations - Unpaid WIC Program financial commitments within a budget period.

Exhibit A
Scope of Work

- HH. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.
- II. **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.
- JJ. **WIC Director** - The manager who is responsible for day-to-day WIC Programs operations.
- KK. **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 United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.
- LL. **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.
- MM. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- NN. **WPPM** means the WIC Policy and Procedure Manual.

7. Contractor Responsibilities

A. Administrative Contract Requirements

1) Caseload Management and Performance Standard

- a) The Contractor is provided a participant annual caseload for the term of this Agreement. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

<u>Budget Period</u>	<u>Caseload</u>
1. 10/1/19 – 9/30/20	250
2. 10/1/20 – 9/30/21	250
3. 10/1/21 – 9/30/22	250

- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's authorized caseload and associated funding through a formal contract amendment.

2) Program Monitoring

The CDPH/WIC Division shall conduct program monitoring to ensure that the Contractor's program operations and fiscal management procedures are in compliance. On-site monitoring visits shall be performed at least once every two (2) years. The Contractor shall comply with all requirements of the program monitoring process. The Contractors found to be out of

Exhibit A Scope of Work

compliance during program monitoring may be subject to more frequent 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, or by CDPH/WIC program monitoring, 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>].

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 and duties relating to certification, referral, outreach, education, planning and supervisory functions. 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 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 their 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 principle liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all 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 their CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the 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 WIC Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

Exhibit A
Scope of Work

f) Breastfeeding Coordinator

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the WIC Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to their 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.

h) FMNP Coordinator (only applies to the Contractor that receives funds for this service)

The Contractor shall designate one or more staff to serve in the role of the FMNP Coordinator to be the point of contact to the CDPH/WIC FMNP lead for FMNP related activities in accordance with Exhibit A, Attachment I, Task 7. The FMNP Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

i) NVRA 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 local agency's 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.

j) Dietetic Internship Program (only applies to the Contractor that receives funds for this service)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics accredited WIC dietetic internship 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). Qualified WIC employee applicants seeking Community Nutrition focus are to be given priority in the candidate selection process. 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). Provide bi-annual status reports and information to the CDPH/WIC Division's Dietetic Internship (DI) Coordinator, regarding the RD exam pass rate, intern data, ACEND notifications, and other relevant program internship information including intern selection, number of interns, costs or budget changes. Work with other internship directors, DI Coordinator, and state representatives to address challenges, acknowledge accomplishments, and make recommendations on ways to sustain quality of services. Funding of project is contingent on meeting performance outcome standards.

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- k) Dietetic Career Development Coordinator (only applies to the Contractor that receives funds for this service)

The Contractor shall designate one or more staff to serve in the role of the Dietetic Career Development Coordinator to be the point of contact to the CDPH/WIC Division and provide the following services:

1. Provide technical assistance to the five (5) WIC dietetic internships and WIC staff interested in becoming a dietitian.
2. Provide outreach services related to WIC dietetic internships to various state and national organizations.
3. Provide written and verbal communication updates and bi-annual reports received from internships to the CDPH/WIC Division, documenting performance outcomes and compliance with current ACEND Accreditation Standards
4. Ensure that WIC dietetic internships comply with current Accreditation Standards and performance outcomes as set forth by ACEND and CDPH/WIC Division. This includes the requirements to have a full-time internship program director and for dietetic internships to provide at least 1200 hours of supervised practice to meet defined competencies by ACEND.
5. Work with dietetic interns to complete the mandatory review process to pass the RD exam. Funding of project is contingent on meeting performance outcome standards.
6. Review the annual budget for each of the WIC dietetic internships to ensure programs are sustainable, and participate in funding decisions for awarding funds issued by CDPH/WIC Division to existing WIC dietetic internships.
7. Collaborate with DI program directors and administrators to formulate and implement ongoing program development, evaluation and improvement and program sustainability.

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 CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. Prior to purchasing, using, or developing other materials, the Contractor shall request and receive approval from their CDPH/WIC Division Nutrition Consultant.

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. This includes Civil Rights, Alcohol and Drug Abuse, National Voter Registration Act, and Code of

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Conduct training once every 12 months to all staff. Newly hired staff shall complete the mandatory training within three (3) months of employment, and subsequently, once every 12 months.

- 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.

9) Data Collection

Data collection and management information systems (MIS) required by the CDPH/WIC Division shall be utilized to 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, 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 and/or MIS provided by the CDPH/WIC Division.

10) Nutrition Services Plan

The Contractor shall complete, submit, and update an NSP that is consistent with the CDPH/WIC Division NSP goals and objectives on an annual basis. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Site Changes

- a) The Contractor shall keep open and continue services at all of the approved WIC Sites, unless prior written approval to 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

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accordance with WPPM 1000-06. The Contractor shall submit a WIC Site Request packet to their CDPH/WIC Division Contract Manager for review and approval.

- d) The CDPH/WIC Division will base their decision on the review of the Contractor's WIC Site Request packet, and in accordance with WPPM 1000-06.
- e) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a site that is not approved by CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- f) Based on unmet need 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. If so determined, 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 sites based on CDPH/WIC service site location needs. If CDPH/WIC Division determines that a site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the site, address participant access needs, and amend the contract accordingly.
- g) 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 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 a 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, and 4) breastfeeding.
- b) The time studies shall be reported in accordance with Paragraph 13 below as part of the Report of Actual Expenditures 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 for all staff performing FMNP-related duties as outlined in Exhibit A, Attachment I, Task 7.
- 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 8.

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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 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 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.
- 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; and,
 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

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth (1/6) (approximately 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 (1/6) (approximately 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 minimum expenditure requirement published each year around October. 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.

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- 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 \$2,500 in accordance with requirements specified in Exhibit D, Provision 3.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any procurement purchase exceeding \$2,500 in accordance with requirements specified in Exhibit D, Provision 1.
- b) The Contractor shall obtain 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 inventoring, 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: Legal Owner is the California Department of Public Health; 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 \$2,500. The Contractor shall obtain at least three (3)

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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 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 whenever there is a change in the IT POC.
- b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC local agency Super User or Application Administrator(s) (if different than the IT POC) who shall on a monthly basis, monitor, review, create, and maintain correct access rights (minimum use approach) to the WIC MIS systems 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. The Contractor shall promptly notify the state if there is a change to the WIC local agency Super User or Application administrator.
- c) The Contractor shall ensure that all users have read and signed the technology use agreement form and have submitted a copy to the CDPH/WIC Division.
- 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, hardware, and security 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 via TCP/IP through the CDPH/WIC Division router to access WIC resources on the State Wide Area Network (WAN);
 3. Allow EBT related peripherals devices such as EBT card readers, EBT card writers, pin pads, and other WIC devices to be able to receive TCP/IP communication through the CDPH/WIC Division router and the State WAN.
 4. Allow video conferencing equipment to be able to communicate with CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.

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- 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 CDPH/WIC Division/State of California Information Technology minimum hardware standards, located on the CDPH/WIC Local Agency SharePoint Site [<https://partners.cdph.ca.gov/sites/LASS/>].
 - 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; and
 - 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 in 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; and
 - 2. If software or hardware is not performing as expected, contact the manufacturer 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; and
 - 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.

- m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, autodialer, video conferencing, implementation of a new MIS, and implementation of an electronic benefit transfer (EBT) service. 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.

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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 schedule enrollment appointments 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) Release of the Contractor's Legacy WIC MIS Administrative data for inclusion in a third-party data reporting system (only applies to the Contractor that elects to use a third-party data reporting system)

If the Contractor elects to use a third-party data reporting system, the Contractor must:

- a) Use a data reporting system that has been pre-approved by CDPH/WIC where CDPH/WIC has entered into a Data Use Agreement with said third-party vendor (to date the only data reporting system that has been approved by CDPH/WIC is the Raptor system maintained by the Public Health Foundation Enterprises, Inc., however CDPH/WIC is open to other possible data reporting systems);
- b) Using the sample agreement template provided by CDPH/WIC (Exhibit A, Attachment II), enter into a signed agreement between the Contractor and the CDPH/WIC-approved third-party vendor outlining responsibilities, indemnification, and data access and confidentiality measures. Any changes to CDPH/WIC's sample agreement must be approved in advance, in writing by CDPH/WIC;
- c) Provide CDPH/WIC with a signed copy of the above referenced agreement between the Contractor and third-party vendor, including beginning and end dates;
- d) Send an official letter (on Agency letterhead) to its CDPH/WIC Contract Manager requesting that CDPH/WIC release the Contractor's Standard Local Agency Dataset (SLAD) on a monthly basis to the third-party vendor for inclusion in its data reporting system; and
- e) To stop CDPH/WIC from sending the Contractor's SLAD to the third-party vendor outside of the agreement's term dates, the Contractor must send an official letter to its CDPH/WIC Contract Manager specifying a stop date.

24) Regional Training Centers (only applies to the Contractor that receives funds for this service)

The Contractor shall provide a Regional Training Center (RTC) for use by WIC local agency trainers and the CDPH/WIC Division trainers to conduct breastfeeding training, breastfeeding peer counseling 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. Maintain a training room facility; site logistics including tables, chairs, and appropriate equipment including computer/laptop (keyboards, mice, and cables as needed), air mouse with gyroscope capability (for breastfeeding curricula platform), projector and spare bulb, screen, speakers, microphone system, flip chart paper and easel, copier, other training equipment; and internet access necessary for trainings. Identify a WIC local agency contact who will provide

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access to the training room(s), and receive and store shipped training materials up to one week prior to training. The Contractors receiving funds for WIC WISE training shall also provide required equipment including connectivity to WIC WISE, 14-20 dedicated computers/laptops equipped with peripherals such as Signature Pads, Pin Pads, Magnetic Card readers and Desktop Scanners that meet WIC WISE recommended specifications.

25) Translation Review Services – Education Materials (only applies to the Contractor that receives funds for this service)

The Contractor shall designate one 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.

26) Breastfeeding Peer Counselor Database (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.

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 California Department of Public Health (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 are used for research studies, PHFE will adhere to the research request and approval process outlined in the contract between CDPH/WIC 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 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: Provide and document health and social service referrals as appropriate.

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

Activity 5: Document an Individual Nutrition Education Plan (INEP)/Care Plan in the CDPH/WIC Division authorized management information system (MIS).

Activity 6: Maintain and adhere to procedures for fraud prevention including separation of duties.

Deliverables

A. Eligible applicants/participants are certified and provided appropriate WIC benefits.

B. Nutrition assessments 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 the CDPH/WIC Division authorized MIS. Each participant shall have an INEP/Care Plan which includes a goal and appropriate secondary education follow up plan.

F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed.

G. Appropriate separation of duties procedures are implemented during certifications and recertifications.

**Exhibit A, Attachment I
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Services to be Performed**

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide 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 risk and participant concerns.

Activity 2: Provide 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 CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 7.A.6.

Deliverables

- A. Participants are provided initial and secondary nutrition education based on the individual nutrition education care plan, their participant category, and any subsequent assessments.
- B. Document all participant nutrition education information in the CDPH/WIC Division authorized MIS.
- C. Refer to Exhibit A, SOW, Provision 7.A.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 the CDPH/WIC Division authorized MIS.

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 check/card stock, food benefits, peripheral devices, laptops and portable printers, and if applicable, 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 check/card stock, food benefits, laptops, and portable printers and FMNP booklets (if applicable), 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 women unless medically contraindicated.

Activity 2: Provide and document evidenced-based, participant-centered breastfeeding education that enables women to make an informed decision regarding infant feeding.

Activity 3: Refer participants to the local agency designated breastfeeding expert(s), as requested by the participant or recommended by WIC staff. If applicable, refer participant to the Breastfeeding Peer Counseling Program, breastfeeding support group and/or breastfeeding services in the community.

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

Deliverables

- A. Participants are provided accurate breastfeeding information.
- B. Document all participant breastfeeding education provided in the CDPH/WIC Division authorized MIS.
- 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 the CDPH/WIC Division authorized MIS.
- E. Maintain an accurate inventory of breast pumps.
- F. Maintain all breast pumps in a clean and working condition.

**Exhibit A, Attachment I
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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 service organizations to encourage referrals to the WIC Program.
Activity 2: 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 and document the approved annual Public Outreach Announcement. Refer to Exhibit A, SOW, Provision 7.A.6.

**Exhibit A, Attachment I
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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 to WIC authorized vendors.

Activities to Support the Objective

Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training 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, technical assistance (TA) visits.

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

Activity 4: Attend 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 onsite visits completed for each assigned vendor three times during the FFY, which begins October 1.
- D. Document results of every WIC authorized vendor site visit using the CDPH/WIC Division LVL reporting process.
- E. Provide WIC Program information and referrals to vendors, upon request.
- F. Conduct onsite 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: Farmers' Market Nutrition Program (only applies to the Contractor that receives funds for this service):

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using the CDPH/WIC Division authorized MIS; 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 to FMNP food benefit recipients and document in the CDPH/WIC Division authorized MIS.

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

Activity 4: Designate an FMNP 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 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 Coordinator;
 - 2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
 - 3. A printed list of local WIC-authorized markets informing FMNP recipients of where to use FMNP booklets;
 - 4. Instructional guidance for recipients on how to use FMNP booklets;
 - 5. Plan for providing in-service training to WIC local agency staff on FMNP procedures;
 - 6. Activities planned with local farmers' markets and market associations to promote program benefits and participation;
 - 7. A printed list or explanation of the method used to inform FMNP recipients where to use FMNP booklets; and
 - 8. 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 the CDPH/WIC Division authorized MIS 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 31st of each FFY, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP booklets assigned to the WIC local agency in the previous year.

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

Task 8: Breastfeeding Peer Counseling Program (only applies to the Contractor that receives funds for this service):

Objective: The Contractor shall perform all the work required to administer and provide mother to mother breastfeeding support services to WIC mothers following USDA/FNS WIC Breastfeeding Model Components for peer counseling services.

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 process for referring participants who would most benefit from mother to mother breastfeeding support to the Breastfeeding Peer Counseling 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 WIC designated breastfeeding expert.
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC designated breastfeeding expert, are documented in the CDPH/WIC Division authorized MIS or program database.
- 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 9: Regional Breastfeeding Liaison Program (only applies to the Contractor that receives funds for this service):

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, MCAH/Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).

Activity 2: The RBL will work with health care 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 an 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 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 A, Attachment II
Template Service Agreement for Third Party
Entity's Data Reporting System**

**Template
Service Agreement for Third Party Entity's Data Reporting System
Between Third Party Entity and California WIC Local Agency**

This Fee for Service Agreement (this "Agreement") is made and entered into as of date by and between Third Party Entity and California WIC Local Agency, the party identified under Section I as the "Customer" for the purpose of this Agreement.

Identity of Customer:

Legal Name	
DBA of Customer	
Address	
City/State/Zip	
Business Telephone	
Email of Customer	
Name of Customer Contact	
Phone # of Customer Contact	

Identity of Third Party Entity:

Legal Name	
DBA	
Address	
City/State/Zip	
Business Telephone	
Data Reporting System Name	
Project Director Name	
Project Director Phone #	
Project Director Email	

**Exhibit A, Attachment II
Template Service Agreement for Third Party
Entity's Data Reporting System**

1. Term and Termination

- A. **Term:** The term of this Agreement shall begin after signed by both parties, and it shall remain in effect for the term of the current WIC local agency contract.
- B. **Termination without Cause:** Either party may terminate this Agreement at any time and for any reason with at least thirty (30) calendar days prior written notice to the other party.
- C. **Termination for Cause:** With reasonable cause, either party may terminate this Agreement effective immediately upon giving a written notice of termination for cause. Reasonable cause shall include a material violation or breach of this Agreement by the other party which is not cured within fifteen (15) calendar days after written notice from the terminating party.

2. Scope of Work

- A. The above Customer gives permission to Third Party Entity to download and access their Standard Local Agency Dataset (SLAD) on a monthly basis from the California Department of Public Health's data system. Third Party Entity System Administrators will have access to the Customer's WIC data contained in the SLAD files, and said files will reside at Third Party Entity for the purpose of this project.
- B. Customer's SLAD data, containing WIC participant identifiable information, will not be shared with any entity outside of this Customer without written permission.
- C. Third Party Entity will use the SLAD files to generate a standard set of caseload reports for this Customer and will provide the Customer access to those reports on a secure website.
- D. This Customer will only have access to detailed reports on its own participant data. Some reports may contain aggregated data from other California Local WIC Agencies also using the Third Party Entity's Data Reporting System for comparison of overall statistics. Individual California Local WIC Agencies are not identified in these aggregated data reports, and the Third Party Entity's Data Reporting System will only display aggregated data from other California Local WIC agencies for comparison purposes if the Third Party Entity's Data Reporting System includes 10 or more California Local WIC Agencies.
- E. The following services will be provided by the Third Party Entity:
 - 1) Third Party Entity will host and provide support (including backup, recovery and periodic software updates) for the Third Party Entity's Data Reporting System.
 - 2) Third Party Entity will add all new users to the system as User Security Affidavits (USA) are received from this Customer.

**Exhibit A, Attachment II
Template Service Agreement for Third Party
Entity's Data Reporting System**

3. Cost

Third Party Entity will invoice the Customer on an annual basis, and payment will be due from the Customer upon receipt of invoice for services.

Formula used to determine cost per year	
The total cost for this Customer for a full year will be:	\$

4. Indemnification

Each party shall indemnify, defend and hold harmless the other party and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to the negligent or intentional acts or omissions of the Indemnifying Party, its officers, directors or employees in connection with this Agreement.

5. Insurance

Third Party Entity shall obtain and maintain on file in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

A. Workers' Compensation insurance

- 1) E.L. Each Accident \$1,000,000
- 2) E.L. Disease EA Employee \$1,000,000
- 3) E.L. Disease Policy Limit \$1,000,00

B. Liability insurance

Third Party Entity shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and with an A.M. Best rating of A: VII or better, or equivalent self-insurance.

C. General Liability

Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Third Party Entity or any officer, agent, or employee of Third Party Entity under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**Exhibit A, Attachment II
Template Service Agreement for Third Party
Entity's Data Reporting System**

D. Professional Liability/Errors and Omissions

Third Party Entity shall provide professional liability or errors and omissions insurance for all activities of Third Party Entity arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

E. Comprehensive Automobile Liability Insurance

If Third Party Entity's obligations under this Agreement shall involve the operation of owned, hired, leased and/or non-owned vehicles, Third Party Entity shall provide comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Third Party Entity's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

6. Confidentiality

A. Maintenance of Confidential Information

Confidential information is defined as all information disclosed to or created by Third Party Entity which relates to the Customer's past, present, and future activities, as well as activities under this Agreement. Third Party Entity shall hold all such information as Third Party Entity may receive or create, if any, in trust and confidence, except with the prior written approval of the Customer, as expressed through the identified contact for this Agreement. Upon cancellation or expiration of this Agreement, to the extent permitted by law, Third Party Entity shall delete all online data which contains any such confidential information, except that Third Party Entity may retain for its files a copy of Third Party Entity's work product if such product has been made available to the public by the customer.

B. Protection of Personally Identifiable Information and Protected Health Information

- 1) This software system does not contain any Protected Health Information (PHI) and is therefore not constrained by HIPAA regulations.
- 2) This software system does contain information managed by The California Department of Public Health, The Special Supplemental Nutrition Program for Women, Infants and Children (CDPH/WIC) and all data shall be managed and kept confidential according to the rules governing CDPH/WIC.
- 3) Third Party Entity shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of the Customer's information; these standards, will, at a minimum, conform to CDPH's standards as outlined in its *Information Privacy and Security Requirements (For Non-HIPAA/HITECH Act Contracts)*. This document is the standard Exhibit G included in the October 2015 – September 2019 contracts between CDPH/WIC and each WIC Local Agency.
- 4) Third Party Entity agrees to notify the Customer immediately of any unauthorized access to or

**Exhibit A, Attachment II
Template Service Agreement for Third Party
Entity's Data Reporting System**

disclosure of WIC information that it becomes aware of.

- 5) Third Party Entity will be responsible for all costs associated with Third Party Entity's breach of the security and the privacy of the Customer's WIC information, or its unauthorized access to or disclosure, including, but not limited to, mitigation of the breach, cost to the Customer of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations.

7. Notices

Notices shall be delivered in person, via email or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by email/mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

Customer:

Name	
Attn.	
Address	
Email	

Third Party Entity:

Name	
Attn.	
Address	
Email	

8. Venue

This Agreement is entered into in Third Party Entity's County, California. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Third Party Entity's County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of

**Exhibit A, Attachment II
Template Service Agreement for Third Party
Entity's Data Reporting System**

the courts located in Third Party Entity's County, California and waives any defense of forum non conveniens.

9. Access to Records/Retention

The Customer, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Third Party Entity which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Third Party Entity shall maintain all required Agreement related records for at least seven (7) years after the Customer makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

WIC data contained in the system shall be retained for one (1) year after the termination of the Agreement unless otherwise requested by the Customer.

10. Administration

The below signed parties certify that they have read and understood the nature and scope of this Agreement and support it in its entirety. The individual signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

Customer:

Signature	
Date	
Printed Name	
Title	

Third Party Entity:

Signature	
Date	
Printed Name	
Title	

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State 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, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Item amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted not more frequently than bi-weekly in arrears to:

Contract Manager: Pia Boling
California Department of Public Health
WIC Division
MS 8600
3901 Lennane Drive
Sacramento, CA 95834

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

- D. Invoices shall:
 - 1) Be prepared on the Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
 - 2) Identify the billing and/or performance period covered by the invoice.
 - 3) 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 CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed:

\$1,109,922 for the budget period of 10/01/19 through 09/30/22.

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 State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this

Exhibit B
Budget Detail and Payment Provisions

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 State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

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

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit and supply to CDPH 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 State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. 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 State by one of the following options:

Exhibit B
Budget Detail and Payment Provisions

- 1) The Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State 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 State'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 State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Advance Payments

No advance payment is allowed under this Contract.

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 (Cal HR). If the Cal HR 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 authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. 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) original 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 forty-five (45) calendar days following the close of each billing period.
- F. The Contractor shall submit the following with each invoice packet:
- 1) The completed invoice (signed)
 - 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 noncompliance 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 5 working days. Upon receipt of a corrected invoice packet, CDPH 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 (ULO) 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) 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. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 7.A.13 for more details on the RAE requirements.

**Exhibit B, Attachment I
Budget Detail Worksheet
October 1, 2019 - September 30, 2022**

Personnel	Exhibit A SOW 7.A.	Exhibit A Attach I	Current Base Annual Salary Minimum	Current Base Annual Salary Maximum	Year 1		Year 2		Year 3		Total
					FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	Budgeted Amount	
WIC Position Title											
Office Tech III	12,13,14,15		46,404	54,460	0.05	2,594	0.05	2,594	0.05	2,594	7,782
Registered Dietician	1,3,6,7	1,2,3,4,5	60,252	73,236	0.50	37,535	0.50	37,535	0.50	37,535	112,605
WIC Nutrition Assistant	1	1,2,3,4,5	36,840	44,784	1.00	50,042	1.00	50,042	1.00	50,042	150,126
WIC Manager	16,17		84,408	102,564	0.05	5,362	0.05	5,362	0.05	5,362	16,086
WIC Nutrition Assistant	1	1,2,3,4,5	43,344	52,644	1.00	53,370	1.00	53,370	1.00	53,370	160,110
WIC Director	1,11,12,13,14,15	1,2,3,4,5,6	60,252	73,236	0.50	37,535	0.50	37,535	0.50	37,535	112,605
Overtime											
Salaries and Wages						186,438		186,438		186,438	559,314
Total FTE					3.10		3.10		3.10		
Fringe Benefits					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
					63.1069%	117,655	63.1069%	117,655	63.1069%	117,655	352,965
Total Personnel						304,093		304,093		304,093	912,279
Operating Expenses	Exhibit A SOW 7.A.	Exhibit A Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
General Expenses	6, 17, 18, 19	1-9				6,761		6,761		6,761	20,283
Travel	8	1-9				5,010		5,010		5,010	15,030
Training	4, 5, 7, 17	1-9				1,000		1,000		1,000	3,000
Outreach/Media/Promotion	17	1-9				5,600		5,600		5,600	16,800
Facility Costs (See Exhibit B, Attach II for breakdown)	11	1-9				13,704		13,704		13,704	41,112
Total Operating Expenses						32,075		32,075		32,075	96,225
Major Equipment (Unit Cost of \$5,000 or More)	Exhibit A SOW 7.A.	Exhibit A Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
Equipment	6, 17, 18, 20, 21	1-9				-		-		-	-
Vehicles	8, 17, 18, 19	1-9				-		-		-	-
Total Major Equipment						-		-		-	-
Subcontracts	Exhibit A SOW 7.A.	Exhibit A Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
Total Subcontracts						-		-		-	-
Indirect Costs					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
Total Personnel Costs					11.1170%	33,806	11.1170%	33,806	11.1170%	33,806	101,418
Total Indirect Costs						33,806		33,806		33,806	101,418
Total Budget						\$ 369,974		\$ 369,974		\$ 369,974	\$ 1,109,922

- ① All costs will be reviewed by CDPH for approval
- ② Bilingual - Positions that receive Bilingual pay will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- ③ Additional Pay (Longevity, Retention, Differential and COLA) - Positions that receive these compensations will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- ④ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.
- ⑤ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.
- ⑥ General Expenses - Includes items such as: Minor equipment (i.e., office furniture, IT equipment, anthropometric items, etc.), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses (i.e., telephone services, printing
- ⑦ Travel - All costs reimbursed shall be in accordance with CalHR rates.
- ⑧ Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.
- ⑨ Major Equipment - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.
- ⑩ Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.
- Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.
- Subcontractors - List the subcontractor's name and short list of services provided.

**Exhibit B, Attachment II
Facility Cost Worksheet
OCTOBER 1, 2019 - SEPTEMBER 30, 2022**

Total Facility Costs:					Year 1 Total			Year 2 Total			Year 3 Total
\$ 41,112					\$ 13,704			\$ 13,704			\$ 13,704
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic Site, Admin, Training Center, Warehouse, Storage Area, Satellite site)	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			
568 West Line Street, Bishop, CA 93514	Clinic Site	2000	1,142	13,704	1,142	13,704	1,142	13,704			
138 Jackson Street, Lone Pine, CA 93545	Satellite site	6698	-	-	-	-	-	-			
207A West South Street, Bishop, CA 93514	Administrative Site	2500	-	-	-	-	-	-			
155 East Market, Independence, CA 93526	Pascadero Satellite Site	4285	-	-	-	-	-	-			
405 Hot Springs Road, Tecopa CA 92369	Satellite site	1140	-	-	-	-	-	-			

Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic Site, Admin, Training Center, Warehouse, Storage Area, Satellite site)	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
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Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)

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.

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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.

- (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,

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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** \$2,500 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, etc.), 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.

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)

- 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

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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.
- 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

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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.
- (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.

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- (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.
- (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 \$2,500 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.

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- (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 \$2,500 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 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.

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6. Intellectual Property Rights

a. Ownership

- (1) 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.
- (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

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CDPH all rights, title and interest in Intellectual Property 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.

- (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 disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials

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and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. 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 the 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.

f. 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

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any interest in and to real estate, sites, locations, property or props that may be used or shown.

- (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.

g. 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 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

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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.

h. 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 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.

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- 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 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

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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.)

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.

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- (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. 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).

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(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.
- 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 termination or cancellation, 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 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 [<http://law2.house.gov/>], 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/>];
- 2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [<http://law2.house.gov/>], and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/>], 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/>]; and
- 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/>].

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 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>], 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/Index>];
- 2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>]; and
- 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>].

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

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Additional Provisions

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.

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- 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.

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

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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.

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.

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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.
- 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 nondiscrimination 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.

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- 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 or participants. Independent Research includes research, articles, reports, and 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. If the Contractor's research request is approved in writing by the CDPH/WIC Division, all presentations and publications based on that research must be reviewed by the CDPH/WIC Division before publication, presentation, or distribution.
- C. Paragraphs A. and B. of this section 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 if WIC funds are used to perform the research, then the CDPH/WIC Division is the sole owner of the data that is based on the research. 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 agrees that any independent research or collaboration must comply with the confidentiality provisions set forth in federal regulations (7 CFR part 246.26) and Exhibit G to this Agreement, the Information Privacy and Security Requirements Exhibit for CDPH/WIC Division Contracts.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement)

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.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

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
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

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Federal Terms and Conditions

1. Federal Contract 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

- 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.

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- 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 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

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Federal Terms and Conditions

- (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 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

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(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.”

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable

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Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or subgrants~~) entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

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- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends **\$750,000 or more** in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

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- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures

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and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

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**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.

<hr/> <p>Name of Contractor</p>	<hr/> <p>Printed Name of Person Signing for Contractor</p>
<hr/> <p>Contract Number</p>	<hr/> <p>Signature of Person Signing for Contractor</p>
<hr/> <p>Date</p>	<hr/> <p>Title</p>

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.

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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:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="padding-left: 40px;">\$</p>	
<p>10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i></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: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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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).

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

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Information Privacy and Security Requirements
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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

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impacts 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.

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- 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.

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Information Privacy and Security Requirements
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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

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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.

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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 as 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

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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 PCIs 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.

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(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.

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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.

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Information Privacy and Security Requirements
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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.

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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.

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- 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** 19-10153 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



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

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



GAVIN NEWSOM
Governor

Date: July 18, 2019

TO: County of Inyo

FROM: California Department of Public Health (CDPH)

SUBJECT: 19-10153

Please find attached the aboved-referenced Contract Agreement between the California Department of Public Health and the County of Inyo for your review and signature.

The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. If you encounter any problems please contact me immediately for assistance. Please do not alter this Agreement, but if necessary, all requests for changes/corrections must be submitted to CDPH for Contract Management Unit approval prior to Contractor signature.

To approve this Agreement print, sign and return only the following checked items:

- Two (2) original copies of the Standard Agreement (Std. 213) signature page only** (page one of the contract Agreement) both copies must bear original signatures;
- One (1) original copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the agreement.**
- One (1) original copy of the DGS OLS 04 – CA Civil Rights Laws Attachment (required for all agreements over \$100K);**

NOTE: I need the new insurance policy and a signed copy of the CCC Certification.

The General Terms and Conditions (GTC 4/2017) can be viewed by clicking on the following link <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> print or save a copy for your files please contact me if you do not have Internet capabilities, and I will email you a copy.

Failure to sign and submit the required forms by the date indicated will result in delayed approval of your agreement.



CDPH Women, Infants and Children (WIC) Division
3901 Lennane Drive MS 8600 Sacramento, CA 95834
P. O. Box 997375 MS 8600 Sacramento, CA 95899-7375
(916) 928-8500 [Division Website](http://www.wicworks.ca.gov) (www.wicworks.ca.gov)



Please mail/return all requested original signed pages to the Department address as follows:

**California Department of Public Health (CDPH)
Attn: Rhonda Carr, Contract Analyst
Women, Infants and Children (WIC)
3901 Lennane Drive
Sacramento, CA 95834**

In an effort to expedite this contract agreement through the approval process, **we request that the attached items be returned no later than August 21, 2019 in order to avoid disruption in services. Please let me know if you'll need additional time to return the signed documents.**

If you have any questions and/or concerns, please contact me at the number listed below.

Thank you,

Rhonda Carr
916-928-8583

Attachments

cc: CMU Analyst

CONFIDENTIALITY NOTICE: This communication along with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

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 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.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 3, 2019

FROM:

SUBJECT: CDA Matching Grant Application for Bishop Taxiway Rehabilitation Project

RECOMMENDED ACTION:

Request Board: A) approve Resolution No. 2019-39 authorizing the filing of an application for a CDA matching grant for "Bishop Airport – Taxiway Rehabilitation Project" in the amount of \$261,147.65; B) authorize acceptance of the allocation of said state AIP matching funds for the project; C) authorize execution of said AIP Matching Grant Agreement for this project; and D) authorize the Public Works Director to sign any documents required to apply for and accept subject funds of behalf of the County of Inyo.

SUMMARY/JUSTIFICATION:

Your Board authorized the advertising of the Project "Bishop Airport – Taxiway Rehabilitation Project" on May 14, 2019.

The Project construction, construction management/inspection, and county administrative costs are ninety percent (90% - \$5,222,952.90) reimbursable by the forthcoming FAA AIP Grant. After the FAA Grant Agreement is in place, the County can apply for a Caltrans Division of Aeronautics (CDA) matching grant, which will fund five percent (5% - \$261,147.65) of the FAA Grant Agreement amount (which is four and one-half percent (4.5%) of the entire Project).

The Public Works Department is preparing the application for the CDA AIP Matching Grant for the Bishop Airport – Taxiway Rehabilitation Project for \$261,147.65. The County must pay the remainder of the Project costs, which is five and one-half percent (5.5% - \$319,180.46) of the entire Project. The costs will be paid through budget unit 630305, Bishop Improvement - Taxiway Project.

The state requires a resolution of the Board of Supervisors authorizing the submittal of the application, acceptance of an allocation of CDA AIP matching funds, and execution of the CDA AIP Matching Grant Agreement for the project. In order to expedite processing of the matching grant agreement, the resolution also authorizes the Public Works Director to execute the grant agreement. Expediting the processing of the grant agreement is beneficial because State regulations prohibit the DOT from issuing a grant on a project once construction has started. A resolution in the form recommended by the Division of Aeronautics has been prepared and is attached for Board approval. After the resolution is approved, the Public Works Department will submit the application to the State Division of Aeronautics. The CDA Matching Grant Application submittal must also include a copy of the executed FAA Grant Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Approval the application for a CDA Matching Grant for design - August 21, 2018
Approval of Plans and Specification, and acceptance of the forthcoming FAA grant - May 14th, 2019

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the resolution and authorize the Public Works Director to sign the grant agreement. If the resolution and authorization to sign is not approved, the CDA will not accept the county's application for CDA matching funds. This is not recommended, because the county would have to fund the entire match of up to 10% for the project total.

OTHER AGENCY INVOLVEMENT:

FAA
California Division of Aeronautics

FINANCING:

The FAA Grant No. 03-06-0024-021-2019 will fund up to 90 percent (maximum - \$5,222,952.90) of the funds for this project. If the CDA AIP matching grant is approved, up to an additional 5.0 percent of the FAA grant amount (\$261,147.65) will be provided by the state. The CAO recommendation for the 19/20 budget includes using Geothermal Funds for the County match, which will be 5.5% of the total project costs. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. The project revenue and expenses will be housed in budget 630305 Bishop Airport Taxiway Rehab.

ATTACHMENTS:

1. Bishop Airport Taxiway Grant Resolution

APPROVALS:

Ashley Helms	Created/Initiated - 8/1/2019
Darcy Ellis	Approved - 8/2/2019
Ashley Helms	Approved - 8/12/2019
Breanne Nelums	Approved - 8/26/2019
Michael Errante	Approved - 8/26/2019
Marshall Rudolph	Approved - 8/26/2019
Amy Shepherd	Approved - 8/28/2019
Michael Errante	Final Approval - 8/28/2019

RESOLUTION #2019 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE SUBMITTAL OF APPLICATIONS, ACCEPTING ALLOCATION OF
FUNDS, AND AUTHORIZING THE EXECUTION OF GRANT AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT
IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**

WHEREAS, the County of Inyo and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) Grant 3-06-0024-021-2019 for the Bishop Airport Taxiway Rehabilitation Project; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of up to 5.0% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of the application for the AIP Matching grant.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Inyo, State of California:

1. Authorizes filing the application for the state AIP Matching Grant for this project;
2. Authorizes accepting the allocation of state AIP matching funds for the project;
3. Authorizes execution of the AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo does hereby authorize Public Works Director Michael Errante to sign any documents required to apply for and accept these subject funds on behalf of the County of Inyo.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Inyo on the 3rd day of September, 2019, and the resolution was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

by _____
Assistant Clerk to the Board



County of Inyo



Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 3, 2019

FROM: Aaron Steinwand

SUBJECT: APPOINTMENT OF ONE APPLICANT TO FILL THE VACANCY ON THE WATER COMMISSION

RECOMMENDED ACTION:

Request Board consider the Letter of Interest received for appointment to the Water Commission and appoint one Water Commissioner with a term ending December 31, 2022.

SUMMARY/JUSTIFICATION:

The Water Commission currently has one vacancy with a term ending December 31, 2022. The Clerk of the Board has advertised this vacancy in accordance with County policy. Prior to the application deadline, one letter of interest was received from Mr. Paul Huette seeking appointment to the Commission to complete a four (4) year term of office ending December 31, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not appoint a Commissioner at this time and re-advertise to fill the vacancy.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Water Commission stipends and travel expenses are paid from the Water Department budget (024102).

ATTACHMENTS:

1. P Huette 2019
2. Notice of Vacancy

APPROVALS:

Darcy Ellis
Aaron Steinwand

Created/Initiated - 8/23/2019
Final Approval - 8/23/2019

P.O. Box 217
Big Pine, CA 93513
Cell: (760) 638-3374
Email: paulhuetter@yahoo.com

July 16, 2019

Inyo County Board of Supervisors
P. O. Drawer N
224 N. Edwards Street
Independence, CA 93526

Subject: Application for Inyo County Water Commission

Dear Supervisors:

Please consider my request to join the Inyo County Water Commission. As you may know, I am very passionate about water and the future of water for the people and resources of the Owens Valley. Some of my qualifications are:

- Employed full time as Water and Wastewater Operator for the Big Pine Paiute Tribe of the Owens Valley. Possess the credentials to manage a public water system.
- Promoted to Captain, Big Pine Volunteer Fire Department.
- Enrolled member of the Big Pine Paiute Tribe of the Owens Valley.
- Elected by the Tribal community to serve on the Owens Valley Indian Water Commission and on the Big Pine Tribal Environmental Advisory Board.
- Attended numerous meetings of the Inyo County/Los Angeles Technical Group and Standing Committee, as well as meetings of the Inyo County Board of Supervisors, the Los Angeles Board of Water and Power Commissioners, and related matters.

Should you have questions for me, I may be reached at the contact information listed above. I look forward to serving the County on the many important water issues.

Sincerely,



Paul Huette

RECEIVED
2019 JUL 17 AM 10:51
INYO COUNTY
ADMINISTRATIVE
SERVICES CENTER

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a
newspaper of general circulation by the
Superior Court of the County of Inyo,
State of California, under date of
Oct. 5, 1953, Case Number 5414;
that the notice, of which the annexed
is a printed copy (set in type not
smaller than non-pareil), has been
published in each regular and entire
issue of said newspaper and not in
any supplement thereof, on the
following
date, to with:

June 22ND

In the year of **2019**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
22ND Day of June, 2019



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2019 JUN 27 PM 12:14

INYO COUNTY
ADMINISTRATOR
CLERK OF THE COURT

Proof of Publication of Public Notice

NOTICE OF VACANCY INYO COUNTY WATER COMMISSION

NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is accepting appli-
cations to fill one (1) vacancy
on the Inyo County Water
Commission: an unexpired
four-year term ending Decem-
ber 31, 2021.

If you are interested in serving
on the Inyo County Water
Commission, please submit
your request for appointment
on or before 5:00 p.m., Mon-
day, July 22, 2019, to the
Board of Supervisors at P.O.
Box N, Independence, CA
93526 or

dellis@inyocounty.us.

For more information, call
(760) 878-0001.
(IR 06.22.19 #19289)



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 3, 2019

FROM:

SUBJECT: Consider and potentially introduce and waive further reading of a proposed ordinance amending Section 2.50.60 of the County Code to add language that would allow the Board to appoint one alternate community member to the Children and Families Commission (First 5).

RECOMMENDED ACTION:

Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.50.060 of the Inyo County Code, Pertaining to the Membership of the Children and Families Commission," and schedule enactment for 11 a.m. Tuesday, September 10, 2019 in the Board of Supervisors Chambers, County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

At the October 10, 2017 meeting, the Board amended County Code to allow an alternate Board of Supervisor member to be appointed to the First 5 Commission. The First 5 Commission has proposed the idea of adding an alternate community member and has amended their bylaws to permit the inclusion of an alternate community member. First 5 believes that an alternative community member would assist its operations by ensuring that a fully staffed Commission is available at Commission meetings and by helping First 5 to achieve a quorum at certain Commission meetings. In order to add an alternate community member, Inyo County Code section 2.50.060, pertaining to First 5 membership, must be amended.

First 5 therefore proposes to amend section 2.50.060 as follows (additions are in italics):

Inyo County Code section 2.50.060 Membership

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

- a) Recipient of project services included in the County strategic plan
- b) Educators specializing in early childhood development
- c) Representatives of a local child care resource or referral agency, or a local child care coordinating group

- d) Representatives of a local organization for prevention or early intervention for families at risk;
- e) Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development;
- f) Representatives of local school districts; and
- g) Representatives of local medical, pediatric, or obstetric associations or societies.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

- 1. First 5 Board Alternate Ordinance

APPROVALS:

Sharon Wilson	Created/Initiated - 8/13/2019
Marilyn Mann	Approved - 8/15/2019
Meaghan McCamman	Approved - 8/15/2019
Sharon Wilson	Approved - 8/16/2019
Darcy Ellis	Approved - 8/26/2019
Marshall Rudolph	Approved - 8/26/2019
Marilyn Mann	Approved - 8/27/2019
Rhiannon Baker	Final Approval - 8/28/2019

ORDINANCE NO. 2019-_____

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

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

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

SECTION TWO. AUTHORITY.

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

SECTION THREE. FINDINGS.

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

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

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

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

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

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

SECTION SEVEN. SEVERABILITY.

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

SECTION EIGHT. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2019, by the following vote:

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

 RICK PUCCI, Chairperson
 Inyo County Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

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



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 3, 2019

FROM:

SUBJECT: FY 2019-2020 Maternal Child and Adolescent Health Allocation

RECOMMENDED ACTION:

Request Board ratify and approve the Maternal Child and Adolescent Health (MCAH) agreement between the County of Inyo and California Department of Public Health in the amount of \$129,565.00 for the period of July 1, 2019 through June 30, 2020, authorize Dr. James Richardson, MCAH Director, to sign the Agreement Funding Application (AFA) Policy Compliance and Certification and the Attestation of Compliance with the Sexual Health Education Accountability Act of 2007, Certification Statement for the Use of Certified Public Funds, and authorize the Chairperson to sign the AFA Policy Compliance and Certification.

SUMMARY/JUSTIFICATION:

The Maternal Child and Adolescent Health program funds public health staff to ensure coordination and access to services for women, adolescents and children. In collaboration with service providers, private and public agencies and community residents, the MCAH Director works towards the goal of assuring access and availability of a complete spectrum of services to women, infants, children and adolescents in our communities.

The Agreement Funding Application (AFA), which includes the Budget, Scope of Work and supporting documentation, was approved by the California Department of Public Health (CDPH) on 08/06/19. We are now submitting the AFA to your Board for ratification and approval and to obtain signatures on the required documents.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

This funding has been available to public health staff for many years. Not accepting the funding would eliminate the State funding contribution for several health staff members. Declining the funding would mean that the County would still have to provide mandated administrative services without state or federal support.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding for this contract is from State and Federal Funding and Health Realignment. This funding would be brought in as revenue to the MCAH Budget (641619) in State Grants (4498). This is a reduction in the projected allocation than what is in the current county budget. We will address in midyear with either reducing expenses or requesting additional Health realignment for required match. No County General Funds.

ATTACHMENTS:

1. MCAH Signature Document
2. MCAH Agreement 1 of 2
3. MCAH Agreement 2 of 2

APPROVALS:

Sharon Wilson	Created/Initiated - 8/16/2019
Marilyn Mann	Approved - 8/19/2019
Meaghan McCamman	Approved - 8/19/2019
Melissa Best-Baker	Approved - 8/19/2019
Sharon Wilson	Approved - 8/20/2019
Darcy Ellis	Approved - 8/20/2019
Marshall Rudolph	Approved - 8/20/2019
Amy Shepherd	Approved - 8/23/2019
Marilyn Mann	Approved - 8/23/2019
Rhiannon Baker	Final Approval - 8/26/2019

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2019-2020**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each applicable program

MCAH #: 201914

BIH #:

AFLP #:

Update Effective Date: _____ (only required when submitting updates)

Federal Employer ID#: 95-600445

Complete Official Agency Name: Inyo County Health and Human Services- Public Health and Prevention

Business Office Address: PO Drawer H

Agency Phone: 760-873-7868

Agency Fax: 760-878-6505

Agency Website: www.countyofinyo.us/publichealth

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the agreement or contract number for each of the applicable programs

MCAH #: 201914

BIH #:

AFLP #:

Update Effective Date: _____ (only required when submitting updates)

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

Original signature of official authorized to commit the Agency to a MCAH Agreement

Signature line: _____

Name (Print): Rick Pucci

Title: Chairperson, Inyo County Board of Supervisors Date _____

Original Signature of MCAH / AFLP Director

Signature line: _____

Name (Print) James A Richardson, MD

Title: MCAH Director/Inyo County Health Officer Date _____

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Agency Name: Inyo
Agreement/Grant Number: 201914
Compliance Attestation for Fiscal Year: 19-20

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Signed

County of Inyo

Agency Name

201914

Agreement/Grant Number

[Click or tap here to enter text.](#)

MCAH Director

Signature of AFLP Director (CBOs only)

[Click or tap to enter a date.](#) *Signature of Date*

James A. Richardson, MD

Printed Name of MCAH Director

Printed Name of AFLP Director (CBOs only)

[Click or tap to enter a date.](#)

Date

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
 - (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
 - (3) The program content shall be age appropriate for its targeted population.
 - (4) The program shall be culturally and linguistically appropriate for its targeted populations.
 - (5) The program shall not teach or promote religious doctrine.
 - (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
 - (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.
- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

- (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
- (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 5/8/2019

Agency Name: County of Inyo

Contract/Agreement Number: 201914

Contract Term/Allocation Fiscal Year: FY 2019-20

1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget.

 % Fixed Percent of:

Total Personnel Costs:

2. LOCAL HEALTH JURISDICTIONS (LHJ)

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

25.00% Fixed Percent of:

Total Personnel Costs:

Total Allowable Direct Costs:

3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

 % Fixed Percent of:

Total Personnel Costs (Includes Fringe Benefits)

Total Personnel Costs (Excludes Fringe Benefits)

Total Allowable Direct Costs

CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

This CDPH allowed percentage is developed by providing the fiscal information for our Health and Human Services budgets that include CDPH funding into a web-based system provided. CDPH provides annual training and assistance in developing our fixed percentage. Our indirect costs include Auditor-Controller, County Administrator, Facilities Maintenance, Operations and Repairs, Information Technology, Insurance, Personnel Services or Human Resources, Risk Management and Treasurer-Tax Collector expenses.

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Signature: _____

Printed First & Last Name: Melissa Best-Baker

Title/Position: Senior Management Analyst

Date:

INYO Maternal Child and Adolescent Health Community Profile 2019-2020

Section 1 – Demographics

	Local	State
Our Community		
Total Population ¹	19,304	38,896,969
Total Population, African American	113	2,236,361
Total Population, American Indian/ Alaskan Natives	2,028	172,948
Total Population, Asian/Pacific Islander	277	5,301,831
Total Population, Hispanic	4,059	15,172,006
Total Population, White	12,376	14,972,954
Total Live Births	203	491,789
Our Mothers and Babies		
% of women delivering a baby who received prenatal care beginning in the first trimester of their pregnancy ²	76.7%	83.3%
% of women delivering a baby who had a postpartum visit. ⁶	85.1%	87.5%
% of births covered by Medi-Cal ²	52.1%	44.3%
% of women ages 18-64 without health insurance ³	14.2%	15.7%
% of women giving birth to a second child within 18 months of a previous pregnancy ²	28.4%	26.6%

	Local	State
Our Mothers and Babies (continued)		
% live births less than 37 weeks gestation ²	9.1%	8.4%
Gestational diabetes per 1,000 females age 15-44	7.0	9.2
% of female population 18-64 living in poverty (0-200% FPL) ³	33.1%	34.7%
Substance use diagnosis per 1,000 hospitalizations of pregnant women	30.1	19.9
Unemployment Rate ⁴	6.8	7.5
Our Children and Teens		
Adolescent Birth Rate per 1,000 females aged 15-19 ²	29.0	21.0
Motor vehicle injury hospitalizations per 100,000 children age 0-14	0.0	14.2
% of children, ages 0-18 years living in poverty (0-200% FPL) ³	46.1	45.9%
Mental health hospitalizations per 100,000 age 15-24	1,020.1	1,499.2
Children in Foster Care per 1,000 children ⁵	4.2	6.3
Substance abuse hospitalization per 100,000 aged 15-24	437.2	793.4

Data sources: ¹CA Dept. of Finance population estimates 2015, ²CA Birth Statistical Master Files 2013-2015, ³US Census Bureau - Small Area Health Insurance Estimates 2013-2015, ⁴CA Employment Development Dept. 2013-2015, ⁵Data from CA Child Welfare Indicators Project, UC Berkeley 2013-2015, ⁶Data from CA Maternal, Infant Health Assessment (MIHA) 2013-2014.

Section 2 – About Our Community – Health Starts Where We Live, Learn, Work, and Play

Describe the following using brief narratives or bullets: 1) *Geography*, 2) *Major industries and employers (public/private)*, 3) *Walkability, recreational areas*

Geography:

- 19,304 residents reside in a 10,227 square mile geographic region that borders Nevada. Inyo County has both the lowest point in the continental United States (Badwater in Death Valley, at 282 ft. below sea level), and the highest point (Mt. Whitney, at 14,496 ft. above sea level). A majority of the County's population reside in the Owens Valley. The southeastern portion of the Inyo County contains a series of mountain ranges characteristic of the rest of the Great Basin, interspersed with spans of desert. Due to the rugged terrain, Inyo County residents are fairly isolated from the rest of California.
- It takes 3-5 hours by car to reach a moderately large city in California or Nevada from the Owens Valley. Los Angeles and Las Vegas are 4-5 hours south. Sacramento is a 5 hour drive north and west over the Sierra Nevada Mountains. During the winter months several of the passes are usually closed. Residents are required to drive many additional hours to circumvent the mountains, thereby adding miles, gas costs and other expenses. The county has a high desert, arid climate, with about 78% sunny days throughout the year.
- Outdoor activities are abundant in Inyo County. Locals and visitors enjoy rock climbing, hiking, biking, and fishing, and other outdoor activities within enormous swaths of accessible public lands in the region.

Major employers:

Government agencies, including the Los Angeles Department of Water and Power, County of Inyo, City of Bishop, State of CA, Forest Service, Park Service, and Bureau of Land Management, provide a large proportion of employment opportunities in Inyo County. Other major employers and industries include schools, hospitals, retail, and hospitality sector. Major industry includes agriculture, tourism, and retail. With less than 2% of land in Inyo County under private ownership, economic development a challenge.

Walkability/Recreational areas:

- Although 98% of land is owned by Local, State, or Federal government agencies, public lands are accessible.
- Walkability scores in the population centers of Inyo County range from 0-76 on a scale of 1-100. Scores vary widely by community due to the very rural nature of most neighborhoods where transportation is needed for most errands.
- There are County parks accessible in most communities.

Section 3 – Health System – Health and Human Services for the MCAH Population

Describe the following using brief narratives or bullets: Strategies/initiatives that address the following: Maternal/Women's Health, Perinatal/Infant Health, Child Health, Adolescent Health, Children with Special Health Care Needs and cross cutting or life course issues (public health issues that impact multiple MCAH population groups).

Inyo County is considered a frontier county, due to the very low population density and distance from large urban areas. One unfortunate by-product of our location is a shortage or lack of health care options for some members of our community. Health Care Reform has increased the number of residents who have health coverage; however, access to care remains an issue. The Inyo County HHS Public Health division offers immunizations, STD testing and treatment, and limited case management. Almost no dental or vision services are available for the Medi-Cal population within the county. Access to prenatal services remains very limited in the southern portion of Inyo County. The population in general is in need of preventative and interventional medical, dental, mental health services, substance abuse, and social services. Strategies and initiatives locally include:

Maternal/Women's Health:

- Referring pregnant women to the Owen's Valley Women's Clinic.
- Offering education opportunities, such as webinars, to OB/GYNs.
- Providing flu vaccination clinics.

Perinatal/Infant Health:

- Ongoing SIDS education: Safe sleep ads/pamphlets; press release in local newspapers; outreach at community events.
- Safe Sleep and SIDS literature distributed to Women's Clinic and to Bishop Pediatrics
- Effort focused on building partnerships with local providers, especially those who provide perinatal services in the northern part of the county.

Child and Adolescent Health:

- Ongoing Dental Case Management and educational classes are taught in English and Spanish. Some out-of-county transportation is offered for pediatric dental appointments.
- Ongoing community collaboratives and partnerships. Most notably, the Team Inyo for Healthy Kids collaborative, which focuses on preventing childhood obesity.

Children with Special Health Care Needs

MCAH staff coordinates with the CCS program and also assist with Medical Therapy Clinics semiannually.

Section 4 – Health Status and Disparities for the MCAH Population

Describe the following using brief narratives or bullets: Key health disparities and how health behaviors, the physical environment and social determinants of health (social/economic factors) contribute to these disparities for specific populations. Highlight areas where progress has been made in improving health outcomes.

Health indicators and disparities can be difficult to track due to the small population size. Statistics are often not available, are unreliable, or are combined with data from other small counties in order to reach a statistically significant sample size. Smoking rates, STD rates, poverty rates, and other key health and/or social indicators tend to be higher in Inyo compared to statewide data. The 2019 County Health Rankings compiled by the Robert Wood Johnson Foundation ranked Inyo County 43 out of 58 total counties in California for health outcomes.

Prenatal Care:

- Limited access to prenatal care can be attributed to the large geographical area, cultural beliefs and practices, language barriers to accessing care, and limited availability of Medi-Cal providers.

Obesity:

- Barriers to maintaining a healthy weight include: fast food; portion size; media/TV; lack of education; sedentary lifestyle; cultural differences; two-parent working families; lack of obesity treatment programs; lack of role modeling; stress; lack of self-esteem; lacking motivation; embarrassment.

Poverty:

- Negatively impacts food security, availability of transportation, and housing stability. Poverty may also lead individuals to choose inexpensive fast food vs. fresh foods.
- Designated Dental Health professional Shortage Area; challenge especially for the pediatric population in accessing dental care. For the past several years, MCAH funding has enabled the County to provide a part-time Dental Case Manager. Dental education is provided, incorporating healthy lifestyle food choices.

Adolescent Health:

Inyo County has historically had a high teen pregnancy rate among women age 15-19, with data over the last ten years showing a decreasing trend (41.4 per 1000 for the period 2003-2005 vs. 29 per 1000 for the period 2013-2015). Assumptions are made that there is an educational gap in birth control; lack of access to birth control; fear of seeking confidential medical care for birth control; developmental stage of teenagers "won't happen to me"; inappropriate use of birth control.

IMPORTANT: By clicking this box, I agree to allow the state MCAH Program to post my LHI's Community Profile on the CDPH/MCAH website.

Budget:	ORIGINAL
Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	201914 Inyo
SubK:	0

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(II) OPERATING EXPENSES JUSTIFICATION

TOTAL OPERATING EXPENSES		TITLE V & TITLE XIX TOTAL	
	TRAVEL	4,806.00	Travel related expenses (per diem and lodging) for required trainings and conferences.
	TRAINING	0.00	MCAH Statewide Directors Meeting, CPSP statewide meeting, SIDS annual trainings or other required trainings (no registration costs anticipated)
1	General Operating	2,572.00	Office supplies (pens, paper, etc.)
2	Local Travel (motorpool)	4,220.00	Motorpool costs for travel to support MCAH Scope of Work activities
3	Facility (rent & internal)	2,326.00	Work location rent costs (.95 FTE x 200 sq ft x .95 per sq ft x 12 months), internal county charges for janitor, duplication, postage and building and maintenance charges
4	Advertising	1,000.00	Newspaper advertising on MCAH specific topics and SIDS prevention
5	Utilities	1,500.00	Electricity, phone, propane and water expenses
6	0	0.00	
7	0	0.00	
8	0	0.00	
9	0	0.00	
10	0	0.00	
11	0	0.00	
12	0	0.00	
13	0	0.00	
14	0	0.00	
15	0	0.00	

(III) CAPITAL EXPENDITURE JUSTIFICATION

TOTAL CAPITAL EXPENDITURES	0.00	
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(IV) OTHER COSTS JUSTIFICATION

TOTAL OTHER COSTS	6,450.00	
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SUBCONTRACTS

1	0	0.00	
2	0	0.00	
3	0	0.00	
4	0	0.00	
5	0	0.00	

OTHER CHARGES

1	Client Support Materials	6,250.00	Motivational redirectives for dental, perinatal and nutrition education
2	Toll Free Phone Line	200.00	Toll free phone line expenses
3	0	0.00	
4	0	0.00	
5	0	0.00	
6	0	0.00	
7	0	0.00	
8	0	0.00	

(V) INDIRECT COSTS JUSTIFICATION

TOTAL INDIRECT COSTS	17,368.98	Per CDPH approved ICR
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BUDGET SUMMARY

FISCAL YEAR
2019-20

BUDGET
ORIGINAL

BUDGET STATUS
ACTIVE

BUDGET BALANCE
0.00

Agency: **Maternal, Child and Adolescent Health (MCAH)**
 Program: **201914 Inyo**
 Sub:

(1)	MCAH-TV		MCAH-SIDS		TBD		AGENCY FUNDS		NON-ENHANCED MATCHING (6050)		ENHANCED MATCHING (7528)		MCAH-CITY E
	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	
TOTAL FUNDING	%	TITLE V	%	SIDS	%	TBD	%	Agency Funds	%	Committed	%	Committed	%
159,844.10		77,010.00		3,000.00		0.00		19,434.23		43,208.31		0.00	
16,424.00		6,206.54		609.35		0.00		2,359.49		6,423.19		0.00	
0.00		0.00		0.00		0.00		0.00		0.00		0.00	
6,450.00		1,891.86		0.00		0.00		1,450.00		3,008.13		0.00	
7,398.98		8,884.23		0.00		0.00		0.00		8,484.75		0.00	
BUDGET TOTALS*	38.49%	77,010.00	1.50%	3,000.00	0.00%	0.00	11.62%	23,243.72	0.00%	61,124.37	0.00%	0.00	17.60%
BALANCE(S)		0.00		0.00		0.00		0.00		0.00		0.00	35,709.00

EXPENSE CATEGORY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
(I) PERSONNEL	159,844.10	59,923.35	2,390.65	0.00	0.00	0.00	19,434.23	0.00	43,208.31	0.00	0.00	0.00	0.00	0.00	34,877.56
(II) OPERATING EXPENSES	16,424.00	6,206.54	609.35	0.00	0.00	0.00	2,359.49	0.00	6,423.19	0.00	0.00	0.00	0.00	0.00	831.44
(III) CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(IV) OTHER COSTS	6,450.00	1,891.86	0.00	0.00	0.00	0.00	1,450.00	0.00	3,008.13	0.00	0.00	0.00	0.00	0.00	0.00
(V) INDIRECT COSTS	7,398.98	8,884.23	0.00	0.00	0.00	0.00	0.00	0.00	8,484.75	0.00	0.00	0.00	0.00	0.00	0.00
BUDGET TOTALS*	200,087.08	77,010.00	3,000.00	0.00	0.00	0.00	23,243.72	0.00	61,124.37	0.00	0.00	0.00	0.00	0.00	35,709.00
BALANCE(S)		0.00	0.00												

TOTAL TITLE V
77,010.00
 TOTAL SIDS
3,000.00
 TOTAL TITLE XIX
57,343.95
 TOTAL AGENCY FUNDS
62,733.14

30.00% 30,562.20
 17.00% 8,527.25

23,243.72

\$ 137,353.95 Maximum Amount Payable from State and Federal resources

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

James Richardson MD 5/6/19 DATE
 PROJECT DIRECTOR SIGNATURE AGENCY FISCAL AGENT'S SIGNATURE

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	MCAH-TV	MCAH-SIDS	TBD	AGENCY FUNDS	MCAH-CITY NE	MCAH-CITY E
(I) PERSONNEL	59,923.35	2,390.65	0.00	0.00	43,208.31	34,877.56
(II) OPERATING EXPENSES	6,206.54	609.35	0.00	0.00	6,423.19	831.44
(III) CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
(IV) OTHER COSTS	1,891.86	0.00	0.00	0.00	3,008.13	0.00
(V) INDIRECT COSTS	8,884.23	0.00	0.00	0.00	8,484.75	0.00
Totals for PCA Codes	77,010.00	3,000.00	0.00	0.00	61,124.37	35,709.00

Program: Maternal, Child and Adolescent Health (MCAH)

Agency:

SubC: 201914 Inyo

	UNMATCHED FUNDING										NON-ENHANCED MATCHING (50/50)					ENHANCED MATCHING (75/25)				
	MCAH-TV		MCAH-SIDS		TBD		AGENCY FUNDS		MCAH-CHY NE		MCAH-CHY E		MCAH-CHY NE		MCAH-CHY E		MCAH-CHY E			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)		
	TOTAL FUNDING	%	TITLE V	%	SIDS	TBD	%	Agency Funds*	%	%	Combined %	%	%	Combined %	%	%	Combined %	%		
(II) OPERATING EXPENSES DETAIL	TOTAL OPERATING EXPENSES	16,424.00	57.40%	6,200.54	609.35	0.00	2,359.49	0.00	0.00	5,423.18	17.30%	0.00	0.00	17.30%	831.44	0.00	831.44	0.00%	46.13%	
TRAVEL	4,806.00		2,758.84	8.00%	384.46		0.00	0.00		0.00		0.00		831.44		0.00	831.44		0.00%	
1 General Operating	2,572.00	30.47%	783.80		0.00		0.00	550.29	21.40%	0.00	1,237.90			0.00			0.00		0.00%	
2 Local Travel (motorpool)	4,220.00	31.87%	1,344.51		0.00		0.00	844.00	20.00%	0.00	2,031.09			0.00			0.00		0.00%	
3 Facility (rent & internal)	2,326.00	31.87%	741.30		0.00		0.00	465.20	20.00%	0.00	1,119.50			0.00			0.00		0.00%	
4 Advertising	1,000.00	9.38%	93.83	22.48%	224.87		200.00	0.00	48.13%	0.00	481.30			0.00			0.00		0.00%	
5 Utilities	1,500.00	31.87%	478.05		0.00		300.00	0.00	20.00%	0.00	721.95			0.00			0.00		0.00%	
6			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	
7			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	
8			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	
9			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	
10			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	
11			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	
12			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	
13			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	
14			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	
15			0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%	

* Unmatched Operating Expenses are not eligible for Federal matching funds (Title XXX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), or other Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL																			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
	TOTAL FUNDING	%	TITLE V	%	SIDS	TBD	%	Agency Funds*	%	%	Combined %	%	%	Combined %	%	%	Combined %	%	%
TOTAL CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00	0.00		0.00	0.00			0.00			0.00		0.00%

(IV) OTHER COSTS DETAIL																			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
	TOTAL FUNDING	%	TITLE V	%	SIDS	TBD	%	Agency Funds*	%	%	Combined %	%	%	Combined %	%	%	Combined %	%	%
TOTAL OTHER COSTS	6,450.00		1,991.88		0.00		1,450.00		0.00	3,008.13		0.00		3,008.13			0.00		46.13%
SUBCONTRACTS																			
1			0.00		0.00		0.00	0.00		0.00		0.00		0.00			0.00		0.00%
2			0.00		0.00		0.00	0.00		0.00		0.00		0.00			0.00		0.00%
3			0.00		0.00		0.00	0.00		0.00		0.00		0.00			0.00		0.00%
4			0.00		0.00		0.00	0.00		0.00		0.00		0.00			0.00		0.00%
5			0.00		0.00		0.00	0.00		0.00		0.00		0.00			0.00		0.00%
OTHER CHARGES																			
1 Client Support Materials	6,250.00	31.87%	1,991.88		0.00		1,250.00		0.00	48.13%	3,008.13			3,008.13			0.00		0.00%
2 Toll Free Phone Line	200.00	0.00%	0.00		0.00		200.00		0.00	0.00				0.00			0.00		0.00%
3			0.00		0.00		0.00	0.00		0.00				0.00			0.00		0.00%
4			0.00		0.00		0.00	0.00		0.00				0.00			0.00		0.00%
5			0.00		0.00		0.00	0.00		0.00				0.00			0.00		0.00%
6			0.00		0.00		0.00	0.00		0.00				0.00			0.00		0.00%
7			0.00		0.00		0.00	0.00		0.00				0.00			0.00		0.00%
8			0.00		0.00		0.00	0.00		0.00				0.00			0.00		0.00%

(V) INDIRECT COSTS DETAIL																			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
	TOTAL FUNDING	%	TITLE V	%	SIDS	TBD	%	Agency Funds*	%	%	Combined %	%	%	Combined %	%	%	Combined %	%	%
TOTAL INDIRECT COSTS	17,368.98		8,884.23		0.00		0.00	0.00		0.00	8,484.75			8,484.75			0.00		48.13%
10.87% of Total Wages + Fringe Benefits	17,368.98	51.15%	8,884.23		0.00		0.00	0.00		0.00	8,484.75			8,484.75			0.00		48.13%

Budget:	ORIGINAL
Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	201914 Inyo
SubK:	0

Version 5.0 - 150 Quarterly 04.18.19
 Use the following link to access the current AFA webpage and the current base MCF% for your agency: **51.90%**

(I) PERSONNEL DETAIL

		BASE MEDICAL FACTOR %							
		FRINGE BENEFIT RATE %	FRINGE BENEFITS	PROGRAM	MCF %	MCF Type	Requirements (Click link to view)	MCF % Justification	
								Maximum characters = 1024	
TOTALS			51,728.10						
		1.65	\$ 682,352.00	\$ 108,116.00					
		TOTAL FTE	ANNUAL SALARY	TOTAL WAGES					
1	Dr. James Richardson	MCAH Director-Health Officer	\$ 132,725	\$ 6,636	47.85%	3,174.99	MCAH	51.9%	Base
2	Anna Scott	MCAH Administrator-Deputy Director	\$ 107,237	\$ 5,362	47.85%	2,565.45	MCAH	51.9%	Base
3	Marissa Whitney	MCAH Coordinator-Registered Nurse	\$ 80,870	\$ 34,774	47.85%	16,637.62	MCAH	51.9%	Base
4	Marissa Whitney	SIDS Coordinator-Registered Nurse	\$ 80,870	\$ 1,617	47.85%	773.65	MCAH	51.9%	Base
5	Marissa Whitney	PSC Coordinator-Registered Nurse	\$ 80,870	\$ 4,044	47.85%	1,934.85	MCAH	51.9%	Base
6	Eryn Clark	Prevention Specialist	\$ 56,664	\$ 33,998	47.85%	16,266.34	MCAH	51.9%	Base
7	Micaela Muro	Prevention Specialist	\$ 48,430	\$ 16,951	47.85%	8,110.21	MCAH	51.9%	Base
8	Cherish Hegji	Office Tech	\$ 50,705	\$ 2,535	47.85%	1,212.87	MCAH	51.9%	Base
9	Evelyn Nunez	Office Tech	\$ 43,981	\$ 2,199	47.85%	1,052.11	MCAH	51.9%	Base

Budget:	ORIGINAL
Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	201914 Inyo
SubK:	0

Version 5.0 - 150 Quarterly 04.18.19

(II) OPERATING EXPENSES JUSTIFICATION

TOTAL OPERATING EXPENSES		TITLE V & TITLE XIX TOTAL	
	TRAVEL	4,806.00	Travel related expenses (per diem and lodging) for required trainings and conferences.
	TRAINING	0.00	MCAH Statewide Directors Meeting, CPSP statewide meeting, SIDS annual trainings or other required trainings (no registration costs anticipated)
1	General Operating	2,572.00	Office supplies (pens, paper, etc.)
2	Local Travel (motorpool)	4,220.00	Motorpool costs for travel to support MCAH Scope of Work activities
3	Facility (rent & internal)	2,326.00	Work location rent costs (.95 FTE x 200 sq ft x .95 per sq ft. x 12 months), internal county charges for janitor, duplication, postage and building and maintenance charges
4	Advertising	1,000.00	Newspaper advertising on MCAH specific topics and SIDS prevention
5	Utilities	1,500.00	Electricity, phone, propane and water expenses
6	0	0.00	
7	0	0.00	
8	0	0.00	
9	0	0.00	
10	0	0.00	
11	0	0.00	
12	0	0.00	
13	0	0.00	
14	0	0.00	
15	0	0.00	

(III) CAPITAL EXPENDITURE JUSTIFICATION

TOTAL CAPITAL EXPENDITURES	0.00	
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(IV) OTHER COSTS JUSTIFICATION

TOTAL OTHER COSTS	6,450.00	
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SUBCONTRACTS

1	0	0.00	
2	0	0.00	
3	0	0.00	
4	0	0.00	
5	0	0.00	

OTHER CHARGES

1	Client Support Materials	6,250.00	Motivational redirectives for dental, perinatal and nutrition education
2	Toll Free Phone Line	200.00	Toll free phone line expenses
3	0	0.00	
4	0	0.00	
5	0	0.00	
6	0	0.00	
7	0	0.00	
8	0	0.00	

(V) INDIRECT COSTS JUSTIFICATION

TOTAL INDIRECT COSTS	17,368.98	Per CDPH approved ICR
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BUDGET SUMMARY

FISCAL YEAR
2020-21

BUDGET
ORIGINAL

BUDGET STATUS
ACTIVE

BUDGET BALANCE
0.00

Program: Agency: State:	Maternal, Child and Adolescent Health (MCAH) 201914 H390	UNMATCHED FUNDING										NON-ENHANCED MATCHING (50/50)					ENHANCED MATCHING (75/25)				
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)					
		TOTAL FUNDING	%	TITLE V	%	SIDS	%	TBD	%	TBD	%	Agency Funds	%	0	0	0	0	0	0		
		77,010.00		77,010.00		3,000.00		0.00		0.00		0.00		0	0	0	0	0	0		
		ALLOCATION(S) →																			

EXPENSE CATEGORY	MCAH-TV		MCAH-SIDS		TBD		AGENCY FUNDS		NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)		
	(I)	(II)	(I)	(II)	(I)	(II)	(I)	(II)	(I)	(II)	(I)	(II)	
(I) PERSONNEL	159,644.10	56,933.35	2,390.65	609.35	0.00	0.00	19,434.23	2,359.49	0.00	0.00	43,209.31	0.00	
(II) OPERATING EXPENSES	15,424.00	6,200.54	609.35	0.00	0.00	0.00	2,359.49	0.00	0.00	6,423.16	0.00	631.44	
(III) CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
(IV) OTHER COSTS	6,450.00	1,991.98	0.00	0.00	0.00	0.00	1,450.00	0.00	0.00	3,000.13	0.00	0.00	
(V) INDIRECT COSTS	17,369.98	6,884.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,449.75	0.00	0.00	
BUDGET TOTALS*	200,087.08	77,010.00	3,000.00	609.35	0.00	0.00	23,243.72	2,359.49	0.00	0.00	61,124.37	0.00	35,709.00
BALANCE(S)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TITLE V	77,010.00	77,010.00	3,000.00	609.35	0.00	0.00	23,243.72	2,359.49	0.00	0.00	61,124.37	0.00	35,709.00
TOTAL SIDS	3,000.00	3,000.00	3,000.00	609.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TITLE XIX	57,243.95	57,243.95	57,243.95	609.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL AGENCY FUNDS	62,723.14	62,723.14	62,723.14	609.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

\$ 137,353.95 Maximum Amount Payable from State and Federal resources

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES

AGENCY FISCAL OFFICER'S SIGNATURE: *Walter Barber* DATE: **5/23/19**

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	MCAH-TV		MCAH-SIDS		TBD		AGENCY FUNDS		NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)		
	(I)	(II)	(I)	(II)	(I)	(II)	(I)	(II)	(I)	(II)	(I)	(II)	
(I) PERSONNEL	59,977.00	59,977.00	551.15	2,390.65	0.00	0.00	0.00	0.00	0.00	0.00	5,317.00	0.00	
(II) OPERATING EXPENSES	59,977.00	59,977.00	551.15	609.35	0.00	0.00	0.00	0.00	0.00	0.00	21,894.19	0.00	
(III) CAPITAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,211.59	0.00	
(IV) OTHER COSTS	1,991.98	1,991.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,549.07	0.00	
(V) INDIRECT COSTS	6,884.23	6,884.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,242.38	0.00	
Totals for PCA Codes	137,353.95	137,353.95	3,000.00	609.35	0.00	0.00	0.00	0.00	0.00	0.00	30,562.20	0.00	28,781.75

Program: **Maternal Child and Adolescent Health (MCAH)**
Agency: **201914 Inyo**

UNMATCHED FUNDING

NON-ENHANCED MATCHING (60/50)

ENHANCED MATCHING (75/25)

	MCAH-TV	MCAH-SIDS	MCAH-CHW-NE	MCAH-CHW-E	NON-ENHANCED MATCHING (60/50)		ENHANCED MATCHING (75/25)	
					%	Combined	%	Combined
TOTAL FUNDING	11	12	13	14	15	16	17	18
TOTAL OPERATING EXPENSES	16,424.00	6,200.54	609.25	0.00	2,359.49	0.00	6,423.18	0.00
TRAVEL	4,806.00	2,759.64	364.49	0.00	0.00	0.00	831.44	0.00
TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1 General Operating	2,572.00	783.80	0.00	0.00	550.29	0.00	1,237.90	0.00
2 Local Travel (Interprovincial)	4,220.00	1,344.91	0.00	0.00	644.00	0.00	2,031.69	0.00
3 Facility (rent & internal)	2,326.00	741.30	0.00	0.00	465.20	0.00	1,119.50	0.00
4 Advertising	1,000.00	93.69	224.87	0.00	200.00	0.00	481.30	0.00
5 Utilities	1,500.00	472.05	0.00	0.00	300.00	0.00	721.95	0.00
6	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Unmatched Operating Expenses are not eligible for Federal matching funds (Line XXX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.								
TOTAL CAPITAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

(III) CAPITAL EXPENDITURE DETAIL

TOTAL CAPITAL EXPENDITURES		TOTAL OTHER COSTS		TOTAL INDIRECT COSTS	
	0.00	1,991.86	0.00	8,894.23	17,368.98

(II) OTHER COSTS DETAIL

TOTAL OTHER COSTS		TOTAL INDIRECT COSTS		TOTAL OPERATING EXPENSES	
	1,991.86	0.00	17,368.98	16,424.00	6,200.54
SUBCONTRACTS					
1	0.00	0.00	0.00	0.00	0.00
2	0.00	0.00	0.00	0.00	0.00
3	0.00	0.00	0.00	0.00	0.00
4	0.00	0.00	0.00	0.00	0.00
5	0.00	0.00	0.00	0.00	0.00
OTHER CHARGES					
1 Client Support Materials	6,250.00	31.87%	1,991.86	0.00	0.00
2 Toll Free Phone Line	200.00	0.00%	0.00	0.00	0.00
3	0.00	0.00%	0.00	0.00	0.00
4	0.00	0.00%	0.00	0.00	0.00
5	0.00	0.00%	0.00	0.00	0.00
6	0.00	0.00%	0.00	0.00	0.00
7	0.00	0.00%	0.00	0.00	0.00
8	0.00	0.00%	0.00	0.00	0.00
TOTAL INDIRECT COSTS					
	17,368.98	51.15%	8,894.23	0.00	0.00

(I) INDIRECT COSTS DETAIL

TOTAL INDIRECT COSTS		TOTAL OPERATING EXPENSES	
	17,368.98	51.15%	6,200.54

Budget:	ORIGINAL
Program:	Maternal, Child and Adolescent Health (MCAH)
Agency:	201914 Inyo
Subk:	0

Version 5.0 - 150 Quarterly 04.18.19

(1) PERSONNEL DETAIL				BASE MEDICAL FACTOR %				51.90%			
TOTALS				51,728.10				Use the following link to access the current AFA webpage and the current base MCF% for your agency:			
FULL NAME	TITLE OR CLASS	TOTAL FTE	ANNUAL SALARY	TOTAL WAGES	FRINGE BENEFIT RATE %	FRINGE BENEFITS	PROGRAM	MCF %	MCF Type	Requirements (Click link to view)	MCF % Justification Maximum characters = 1024
1 Dr. James Richardson	MCAH Director-Health Officer	5.00%	\$ 132,725	\$ 6,636	47.85%	3,174.99	MCAH	51.9%	Base		
2 Anna Scott	MCAH Administrator-Deputy Director	5.00%	\$ 107,237	\$ 5,362	47.85%	2,565.45	MCAH	51.9%	Base		
3 Marissa Whitney	MCAH Coordinator-Registered Nurse	43.00%	\$ 80,870	\$ 34,774	47.85%	16,637.62	MCAH	51.9%	Base		
4 Marissa Whitney	SIDS Coordinator-Registered Nurse	2.00%	\$ 80,870	\$ 1,617	47.85%	773.65	MCAH	51.9%	Base		
5 Marissa Whitney	PSC Coordinator-Registered Nurse	60.00%	\$ 80,870	\$ 4,044	47.85%	1,934.85	MCAH	51.9%	Base		
6 Eryn Clark	Prevention Specialist	60.00%	\$ 56,664	\$ 33,998	47.85%	16,266.34	MCAH	51.9%	Base		
7 Micaela Muro	Prevention Specialist	35.00%	\$ 48,430	\$ 16,951	47.85%	8,110.21	MCAH	51.9%	Base		
8 Cherish Hegi	Office Tech	5.00%	\$ 50,705	\$ 2,535	47.85%	1,212.87	MCAH	51.9%	Base		
9 Evelyn Nunez	Office Tech	5.00%	\$ 43,981	\$ 2,199	47.85%	1,052.11	MCAH	51.9%	Base		

Title: MCAH Director
MD or Public Health Nurse

Assigned: Maternal Child and Adolescent Health Program

Definition: The main charge of the MCAH Director is to provide overall direction of the MCAH programs to promote the health and well being of women of reproductive age, infants, children and adolescents. To accomplish this, the MCAH Director works with the MCAH Coordinator and other MCAH staff to assess MCAH needs and implement the scope of work.

MCAH Director Duties:

- Direct the preparation of annual scope of work, and end of year report.
- Direct the development of the five year action plan based on the identified needs in Inyo County to establish MCAH goals and objectives
- Provide skilled technical expertise for the planning and prioritizing of identified needs in Inyo County
- Provide technical oversight to MCAH activity implementation using the scope of work as the way forward
- Attend State MCAH Director trainings as offered
- Work with community partners to provide outreach activities for pregnant women and children- including children and youth with special health care needs (CYSHCN)- to access early and continuous perinatal, infant, and child health care and health insurance, including Medi-Cal
- This position must meet the criteria for Skilled Professional Medical Personnel

Title: MCAH Administrator

Assigned: Maternal Child and Adolescent Health Program

Definition: The main charge of the MCAH Administrator is to ensure that administrative activities under the MCAH program are met under the direction of the MCAH Director.

MCAH Administrator Duties:

- Prepare annual scope of work, end of year report, including working with fiscal to prepare and monitor budgets
- Develop the five year action plan based on the identified needs in Inyo County to establish MCAH goals and objectives
- Collect, maintain, and analyze program data for monitoring and evaluation against the scope of work outcomes
- Develop strategies to increase system capacity and to close service gaps.

Title: MCAH Coordinator
Public Health Nurse or Registered Nurse

Assigned: Maternal Child and Adolescent Health Program

Definition: The main charge of the MCAH Coordinator is to implementing the MCAH program under the direction of the MCAH Director.

MCAH Coordinator Duties:

- Assist in preparation of annual scope of work, end of year report
- Assist in development of the five year action plan based on the identified needs in Inyo County to establish MCAH goals and objectives
- Provide clinical oversight to MCAH activity implementation using the scope of work as the way forward
- Participate in community task forces to promote and advocate for MCAH needs and services
- Work with community partners to provide outreach activities for pregnant women and children- including children and youth with special health care needs (CYSHCN)- to access early and continuous perinatal, infant, and child health care and health insurance, including Medi-Cal
- Attend State MCAH Director trainings as offered
- This position must meet the criteria for Skilled Professional Medical Personnel

Title: SIDS Coordinator
Public Health Nurse or Registered Nurse or Licensed Vocational Nurse

Assigned: Maternal Child and Adolescent Health Program

Definition: The main charge of the MCAH SIDS Coordinator is to coordinate provider and community education and outreach for SID prevention.

SIDS Coordinator Duties:

- Identify opportunities to advocate for SIDS prevention with service providers and media
- Participate in outreach events targeting pregnant and mothers with infants, promoting SIDS Safe Sleep education
- Assure public health staff readiness for the potential SIDS family case work
- Train Public Health staff on SIDS activities, prevention and response
- Attend annual SIDS conference
- Upon being notified by the coroner of a presumed SIDS death, consult with the infant's physician, when possible.
- Immediately contact the persons having custody and control of the infant (e.g., family, caregivers, and/or foster parent) to provide information, support, referral, and follow-up services.
- Keep Inyo County Health Officer advised of the most current knowledge relating to the nature and cause of SIDS.
- This position must be a Skilled Professional Medical Personnel (SPMP)

Title: Perinatal Services Coordinator
Public Health Nurse or Registered Nurse

Assigned: Maternal Child and Adolescent Health Program

Perinatal Services Coordinator (PSC) Duties:

Assigned: Comprehensive Perinatal Services Program (CPSP)

Definition: The PSC functions to assess, plan and implement local CPSP activities.

- Identify and recruit potential CPSP providers
- Assist potential providers in the application process
- Offer technical assistance to providers regarding CPSP program
- Work with the MCAH Director to identify unmet needs/problems of the Perinatal population and develop activities to address them.
- Collaborate with NEST Program at Northern Inyo Hospital to access referrals of Hispanic women who are postpartum and entered prenatal care late
- Develop an interview format to assess Knowledge, Attitudes, and Beliefs (KAB) about importance and timeliness of prenatal care
- Work with community partners to provide outreach activities for pregnant women and children to access early and continuous perinatal, infant, and child health care and health insurance, including Medi-Cal.
- Conduct interviews, providing bilingual translation as needed
- Provide consultation and technical assistance to prenatal care providers in the implementation of Title 22, CCR Sections 51170 et seq. relating to comprehensive perinatal services.
- This position must meet the criteria for Skilled Professional Medical Personnel (SPMP)

Title: Prevention Specialist

Assigned: Maternal Child and Adolescent Health Program

Definition: Under the direction of the MCAH Coordinator, assists clients with access to dental services, and also participates in obesity prevention activities under MCAH

Duties (access to dental services goal):

- Informs and assists the Medi-Cal eligible population to obtain Medi-Cal
- Receives referrals from various sources, contacts each referred client for assessment of unmet dental needs
- Assists the family in the identification of barriers to dental care.
- Develops with the family individual plans to address dental needs, including identifying dental providers who accept Medi-Cal
- Coordinates and provides transportation services to care and accompanies clients to dental services
- Ensures translation services for clients and outreach materials
- Conducts educational outreaches on oral health care at schools and other community events, including distributing dental kits to children and pregnant women
- Collect data and evaluate to monitor Scope of Work outcomes
- Advocacy to local dental providers on the importance of providing dental care to pregnant women

Duties (child obesity prevention goal)

- Receives referrals from various sources, contacts parent, and connects children to services, as indicated
- Coordinates activities for MCAH population that incorporate nutrition education and/or physical activity
- Facilitates Triple P Lifestyles course for eligible families
- Ensures translation services for clients and outreach materials
- Collect data and evaluate to monitor Scope of Work outcomes
- Participates in childhood obesity prevention collaborative, Team Inyo for Healthy Kids

Title: Office Technician III

Assigned: Maternal Child and Adolescent Health Program

Definition: With direction from the MCAH Director, prepares the claims for reimbursement, assists with the completion of the state and county budgets and provides fiscal support for the MCAH programs.

Duties:

- Prepares program and county budget.
- Monitors program and county budget.
- Supervises program claiming, purchasing and payroll.
- Prepares financial reports.
- Processes all personnel documents.

Title: Office Technician I/II

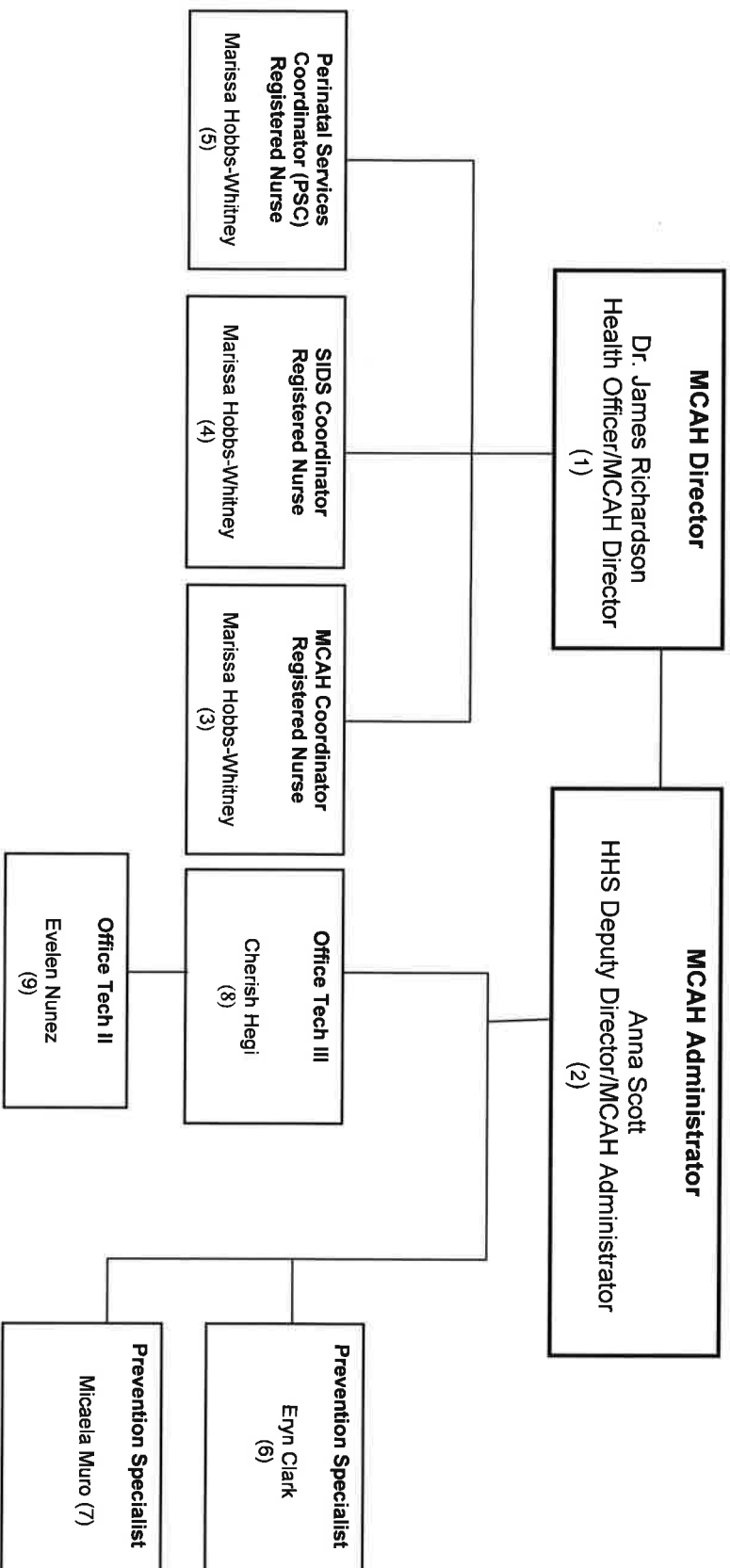
Assigned: Maternal Child and Adolescent Health Program

Definition: Under the supervision of the Fiscal Supervisor, assists in preparation of quarterly claims.

Duties:

- Collects the documentation necessary for claims reimbursement.
- Purchases supplies.
- Maintains inventory of supplies.
- Prepares the claims for reimbursement.

Maternal, Child and Adolescent Health (MCAH) Organizational Chart



COUNTY OF INYO
HEALTH & HUMAN SERVICES (HHS)
PUBLIC HEALTH & PREVENTION

**HEALTH AND HUMAN SERVICES
 DEPARTMENT DIRECTOR**
 Marilyn Mann

HEALTH OFFICER/MCAH
 Director
 James Richardson, MD (1)

**HHS DEPUTY DIRECTOR
 PUBLIC HEALTH & PREVENTION/
 MCAH Administrator**
 Anna Scott (2)

**Senior Management
 Analyst**
 Melissa Best-Baker

**WIC DIRECTOR/
 PV PROGRAM MANAGER**
 April Eagan

**REGISTERED NURSE
 (MCAH/CCS/CHDP)**
 Marissa Whitney (3, 4, 5)

OFFICE TECH III
 Sharon Wilson

Office Technician
 Cherish Hegl (8)

**Registered Dietician
 (WIC/ESAAA/CHDP/IMHSA)**
 Vacant

Tobacco HS Supervisor
 Vacant

**PUBLIC HEALTH
 NURSE**
 Tim Whitney

HHS SPECIALIST II
 Nora Rudder

Office Technician
 Evelen Nunez (9)

**PREVENTION SPECIALIST
 (MCAH/WIC)**
 Eryn Clark (6)

PREVENTION SPECIALIST
 Vacant

HHS SPECIALIST II
 Marta Jimenez

**PREVENTION SPECIALIST
 (Part Time .75FTE)**
 Tim Villanueva

**PREVENTION SPECIALIST
 (MCAH/CHDP/WIC)**
 Micaela Muro (7)

**FIRST 5 – INYO COUNTY
 (CHILDREN & FAMILIES COMMISSION)**
SEVEN (7) COMMISSIONERS

**FIRST 5 INYO COUNTY
 DIRECTOR**
 Serena Johnson

**WNA/PREVENTION
 SPECIALIST
 (First 5/WIC)**
 Melissa Ruiz

**PREVENTION SPECIALIST
 (First 5/SUD Pv)**
 Barbara Keller



KAREN L. SMITH, MD, MPH
Director and State Public Health Officer

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



EDMUND G. BROWN JR.
Governor

March 20, 2018

Anna Scott, Deputy Director
Inyo County Health and Human Services Department
207 A West South Street
Bishop, CA 93514

Dear Ms. Scott:

**MCAH ALLOCATION #2017-14
APPROVAL FOR THE MCAH COORDINATOR IN INYO COUNTY**

The request dated February 26, 2018, for approval to allow Marissa Hobbs, RN, to work for the Maternal, Child and Adolescent Health (MCAH) program at 0.45 Full-Time Equivalent (FTE), with 0.38 FTE designated for her duties as the MCAH Coordinator; 0.02 FTE as Sudden Infant Death Syndrome (SIDS) Coordinator; and 0.05 FTE as the Perinatal Services Coordinator (PSC), meets the requirements of 0.25 FTE MCAH leadership, per the MCAH Policies and Procedures (P&P) manual. This approval is effective November 30, 2017.

This approval is based on Inyo County Health Officer Dr. James Richardson continuing to serve as the MCAH Director at 0.05 FTE, in accordance with the FTE waiver granted on October 3, 2017.

This approval is valid as long as Dr. Richardson and Ms. Hobbs occupy the positions of MCAH Director and MCAH Coordinator, respectively. If Dr. Richardson or Ms. Hobbs change positions or leave employment with Inyo County, the requirements revert to those stated in the MCAH P&P manual.

This approval may be revoked at any time if the needs of the population and the program are not met.

Please keep a copy of this letter in your MCAH files for audit purposes. A copy of the approval letter must accompany each MCAH Agreement Funding Application (AFA) submitted while the approval is in effect.



Anna Scott
Page 2
March 20, 2018

If you have any questions regarding this letter contact your Program Consultant,
Angela Fields, at (916) 650-0383, or Angela.Fields@cdph.ca.gov.

Sincerely,



Mari Taylan-Arcoleo, Chief
Perinatal Programs and LHJ Support Section
Maternal, Child and Adolescent Health Division

cc: Clarissa Tsang, Contract Manager
Allocations and Matched Funding Unit
Program Allocations, Integrity and Support Branch
Maternal, Child and Adolescent Health Division

Angela Fields
Program Consultant
Perinatal Programs and LHJ Support
Maternal, Child and Adolescent Health Division

MCAH Central File

Agency: Click or tap here to enter text.

Fiscal Year: 2019-20

Agreement Number: Click or tap here to enter text.

California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Program
Scope of Work (SOW)

IMPORTANT: By clicking this box, I agree to allow the state MCAH Program to post my Scope of Work on the CDPH/MCAH website.

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals and objectives in this MCAH SOW incorporate local problems identified by LHJs in the 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local 5-Year Needs Assessment identified problems that LHJs may address in their 5-Year Action Plans. The LHJ 5-Year Action Plans inform the development of the annual MCAH SOW.

All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures.

In addition, each LHJ is required to develop at least two local objectives in Goal 1, one to address the health of reproductive age women and one to address the needs of pregnant women and two local objectives for Goal 3, a SIDS/SUID objective and an objective to improve infant health. LHJs that receive FIMR funding will perform the activities in the shaded area in Goal 3.5, including one local objective addressing fetal, neonatal, post-neonatal and infant deaths. In the second shaded column of 3.5a, Intervention Activities to Meet Objectives, insert the number and percent of cases that will be reviewed for the fiscal year. Lastly, if resources allow, LHJs should develop additional objectives, which can be placed under any of the Goals 1-5. All activities in this SOW must take place within the fiscal year. Please see the [MCAH Policies and Procedures](#) for further instructions on completing the SOW.

The development of this SOW was guided by several public health frameworks including the ones listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- [The Ten Essential Services of Public Health](#)
- [The Spectrum of Prevention](#)
- [Life Course Perspective](#)
- [The Social-Ecological Model](#)
- [Social Determinants of Health](#)
- [Strengthening Families](#)

All Title V programs must comply with the MCAH Fiscal Policies and Procedures Manual, which is found on the CDPH/MCAH website

CDPH/MCAH Division expects each LHJ to make progress towards Title V State Performance Measures and Healthy People 2020 goals. These goals involve complex issues and are difficult to achieve, particularly in the short term. As such, in addition to the required activities to address Title V State Priorities and requirements, the MCAH SOW provides LHJs the opportunity to develop locally determined objectives and activities that can be realistically achieved given the scope and resources of local MCAH programs.

LHJs are required to comply with requirements as stated in the MCAH Program Policies and Procedures Manual, such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications, and completing Annual Progress Reports.

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

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Fiscal Year: 2019-20

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Goal 1: Women/Maternal Domain: Improve access to and utilization of comprehensive, quality health and social services

The shaded and/or highlighted areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Objective 1.1</p> <p>All women of reproductive age, pregnant women, infants, children, adolescents and children and youth with special health care needs (CYSHCN) will have access to needed and preventive, medical, dental, and social services by:</p> <ul style="list-style-type: none"> Targeting outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits² Decreasing Medi-Cal eligible women, children, post-partum women without insurance¹ 	<p>Assessment</p> <p>1.1a</p> <p>i. Identify and monitor the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CYSHCN, including the social determinants of health and access/barriers to the provision of:</p> <ul style="list-style-type: none"> Preventive, medical, dental, and social services <p>ii. Review data books and monitor trends over time, geographic areas and population group disparities</p> <p>iii. Annually, share your data with key local health department leadership</p>	<p>1.1a</p> <p>i. This deliverable will be fulfilled by completing and submitting your Community Profile with your Agreement Funding Application each year</p> <p>ii. Briefly describe process for monitoring and interpreting data</p> <p>iii. Report the date data shared with the key health department leadership. Briefly describe their response, if significant.</p>	<p>1.1a</p> <p>Nothing is entered here.</p>

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Goal 1: Women/Maternal Domain: Improve access to and utilization of comprehensive, quality health and social services

The shaded and/or highlighted areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>1.1b Participate in collaboratives, coalitions, community organizations, etc., to review data and develop policies and products to address social determinants of health and disparities.</p>	<p>1.1b Report the total number of collaboratives with MCAH staff participation.</p> <p>Submit online Collaborative Surveys that document participation, objectives, activities and accomplishments of MCAH – related collaboratives.</p>	<p>1.1b List policies or products developed to improve infrastructure that address MCAH priorities.</p>
	<p>Policy Development 1.1c i. Review, revise and enact protocols or policies that facilitate access to Medi-Cal, California Children's Services (CCS), Covered CA, and Women, Infants, and Children (WIC)</p>	<p>1.1c i. List types of protocols or policies developed or revised to facilitate access to health care services.</p>	<p>1.1c i. List formal and informal agreements in place including Memoranda of Understanding with Medi-Cal Managed Care Plans (MCP) or other organizations that address the needs of mothers and infants</p>

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Goal 1: Women/Maternal Domain: Improve access to and utilization of comprehensive, quality health and social services

The shaded and/or highlighted areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	ii. Develop and implement protocols to ensure all clients in MCAH programs are enrolled in a health insurance plan, linked to a provider, and complete an annual visit. Protocols include the following key components: <ul style="list-style-type: none"> • Assist clients to enroll in health insurance • Link clients to a health care provider for a preventive and/or medical visit • Develop a tracking mechanism to verify that the client enrolled in health insurance, completed a preventive or well medical visit 	ii. Briefly describe the key components of the protocols developed to ensure all clients in MCAH programs are enrolled in insurance or a health plan, linked to a provider and complete an annual preventative and/or medical visit.	ii. Describe and summarize the impact of protocols or policy and systems changes that facilitate access to Medi-Cal, CCS, Covered CA, and WIC.
	Assurance 1.1d Develop staff knowledge and public health competencies for MCAH related issues	1.1d Summarize staff knowledge and competencies gained	1.1d Nothing is entered here

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Goal 1: Women/Maternal Domain: Improve access to and utilization of comprehensive, quality health and social services

The shaded and/or highlighted areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>1.1e Conduct activities to facilitate referrals to Medi-Cal, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage²</p>	<p>1.1e Describe activities to ensure referrals to health insurance, programs and preventive visits</p>	<p>1.1e Report the number of referrals to Medi-Cal, Covered CA, CCS, or other low/no-cost health insurance or programs.</p>
	<p>1.1f Provide a toll-free or “no-cost to the calling party” telephone information service and other appropriate methods of communication, e.g., local MCAH Program web page to the local community² to facilitate linkage of MCAH population to services</p>	<p>1.1f Describe the methods of communication, including the, cultural and linguistic challenges and solutions to linking the MCAH population to services</p>	<p>1.1f Report the following:</p> <ul style="list-style-type: none"> • Number of calls to the toll-free or “no-cost to the calling party” telephone information service • The number of web hits to the appropriate local MCAH Program webpage

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Goal 1.2: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for reproductive age women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.2, 1.2a, 1.2b, 1.2c, 1.2d, etc.</i></p>			
<p>Objective 1.2</p> <p>Insert a local objective to address increasing access to and utilization of preventive health services¹ for reproductive age women</p> <p>Examples of focus areas can include but are not limited to:</p> <ul style="list-style-type: none"> Well-women visit Mental health Substance use Chronic disease Preconception/ Interconception care Birth Intervals-Spacing Unintended/mistimed pregnancy Family planning Intimate partner/domestic violence <p>By June 30, 2020, all women of reproductive age who contact Public Health for Well Women's exam, family planning services, and</p>	<p>1.2a</p> <p>List evidence-based or informed activities to meet the Objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance</p> <ul style="list-style-type: none"> Develop quick reference guide for front office staff Establish tracking system to track referrals, and follow-up 	<p>1.2a</p> <p>Develop process measures for applicable intervention activities here</p> <ul style="list-style-type: none"> Describe activities to ensure referrals to preventive visits 	<p>1.2a</p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here</p> <ul style="list-style-type: none"> % women who complete appointment with provider (# complete/#referred)

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Goal 1.2: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for reproductive age women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.2, 1.2a, 1.2b, 1.2c, 1.2d, etc.</i></p>			
<p>other preventative health services are provided with information, free condoms, and warm handoff to appropriate medical provider (RHC, OV Women's health)</p>			

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Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Objective 1.3</p> <p>All women will have access to quality maternal and early perinatal care, including CPSP services for Medi-Cal eligible women by:</p> <ul style="list-style-type: none"> • Increasing first trimester prenatal care initiation¹ • Increasing postpartum visit¹ • Increasing access to providers that can provide the appropriate services and level of care for reproductive age women¹ 	<p>Assurance</p> <p>1.3a</p> <ul style="list-style-type: none"> i. Develop MCAH staff knowledge of the system of maternal and perinatal care ii. Develop a comprehensive resource and referral guide of available health and social services iii. Attend the yearly CPSP statewide meeting iv. Conduct local activities to facilitate increased access to early and quality perinatal care 	<p>1.3a</p> <p>Report the following:</p> <ul style="list-style-type: none"> i. List of trainings received by staff on perinatal care, such as roundtables, regional meetings, collaborative work ii. Submit resource and referral guide iii. Date and attendance at the CPSP yearly meeting iv. List activities implemented to increase access of women to early and quality perinatal care. Identify barriers and opportunities to improve access to early and quality perinatal care 	<p>1.3a</p> <p>Provide the number and describe the outcomes of:</p> <ul style="list-style-type: none"> • Roundtable meetings • Regional meetings • Other maternal and perinatal meetings

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Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.3b Outreach to perinatal providers, including Medi-Cal Managed Care <ul style="list-style-type: none"> i. Enroll in CPSP (Fee-for-Service and FQHC/RHC/IHC providers) ii. Identify and work with MCP liaisons to provide CPSP comparable services iii. Assist MCP providers to provide CPSP comparable services 	1.3b <ul style="list-style-type: none"> i. Enroll FFS and FQHC/RHC/IHC providers Identify the MCP liaison(s). ii. Work with MCP(s) to provide CPSP comparable services iii. Work with MCP providers to provide CPSP comparable services 	1.3b Nothing is entered here
	1.3c Coordinate perinatal activities between MCAH and the Regional Perinatal Programs of California (RPPC) to improve maternal and perinatal systems of care, including coordinated post-partum referral systems for high-risk mothers and infants upon hospital discharge	1.3c List number of meetings attended to facilitate coordination of activities between RPPC and MCAH and briefly describe outcomes	1.3c Nothing is entered here.
	1.3d Conduct technical assistance and face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers or managed care	1.3d Report the number of CPSP provider technical assistance activities conducted by phone or email	1.3d Describe the results of technical assistance provided by phone or email Describe the results of QA/QI

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Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	providers in collaboration with MCP(s) liaison to ensure that CPSP services are implemented and protocols are in place	<p>Report the number of QA/QI face-to-face site visits conducted with:</p> <ul style="list-style-type: none"> • Enrolled CPSP providers • MCPs providers (with MCP liaison(s)) • Number of chart reviews <p>List common problems or barriers and successful interventions</p>	<p>activities that were conducted with:</p> <ul style="list-style-type: none"> • Enrolled CPSP providers • MCPs providers (with MCP liaison(s)) • Summary of findings from the chart reviews

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Goal 1.4: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for pregnant women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
REQUIRED LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. Number each locally developed objective as follows: 1.4, 1.4a, 1.4b, 1.4c, 1.4d, etc.			
Objective 1.4 Insert a local objective to address increasing access to and utilization of health services¹ for pregnant women Examples of focus areas can include but are not limited to: <ul style="list-style-type: none"> • Immunization (Tdap) • Zika virus in pregnancy • Maternal mental health • Substance use including Opioid, Marijuana use Chronic disease • Partner/family violence • Interconception care/ Birth Intervals-Spacing • Family Planning 1.4 By June 30, 2020 increase Tdap immunization rates within LHJ by 25%	1.4 List evidence-based or informed activities to meet the Objective(s) here. Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance 1.4 Develop broad community outreach campaign to increase general knowledge of pertussis and encourage cocooning among adults who have contact with infants, including: <ul style="list-style-type: none"> • Media campaign • Informational brochures distributed by partners (WIC, First 5, Owens Valley Women's Clinic, NIH NEST 	1.4 Develop process measures for applicable intervention activities here 1.4 Develop system to track how many outreach materials were distributed Track # of adults who present to local health department for Tdap vaccine Briefly describe barriers identified by family members/adults who are reluctant to get Tdap immunization	1.4 Develop short and/or intermediate outcome related performance measures for the objectives and activities here. 1.4 # Tdap immunizations provided by Public Health in FY 19/20/# provided in FY 18/19

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Goal 1.4: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for pregnant women.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
REQUIRED LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.4, 1.4a, 1.4b, 1.4c, 1.4d, etc.</i>			
	program, Social Services) <ul style="list-style-type: none"> • Outreach at a minimum of one community event 		

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Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Objective 2.1</p> <p>Provide developmental screening for all children¹ in MCAH programs</p> <ul style="list-style-type: none"> All children, including CYSHCN, receive a yearly preventive medical visit Increase the rate of developmental screening for children ages 0-5 years according to AAP guidelines – 9 months, 18 months and 30 months 	<p>Child Objective</p> <p>2.1a Promote the <u>American Academy of Pediatrics</u> (AAP) developmental screening guidelines.</p> <p><u>The following bolded activities, i, ii, are required:</u></p> <p>i. Promote regular preventive medical visits for all children, including CYSHCN, in MCAH Home Visiting and Case Management programs, per Bright Futures/AAP,</p> <p>ii. Adopt protocols/policies, including a QA/QI process, to screen, refer, and link all children in MCAH Home Visiting or Case Management Programs</p>	<p>2.1a</p> <p><u>Required</u></p> <p>Describe or report the following for MCAH programs:</p> <p>i. Activities to promote the yearly preventive medical visit</p> <p>ii. Describe protocols/policies including QA/QI process to screen, refer and link all children in MCAH programs</p>	<p>2.1a</p> <p><u>Required</u></p> <p>Describe or report the following for children in MCAH programs</p> <p>i. Number of children, including CYSHCN, receiving a yearly preventive medical visit</p> <p>ii. Number of children in MCAH programs receiving developmental screening</p> <ul style="list-style-type: none"> Number of children with positive screens that complete a follow-up visit with their primary care provider Number of children with positive screens linked to services Number of calls received for referrals and linkages to services

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Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<u>CYSHCN Objective(s)</u> <u>At least one activity is required.</u> <u>Choose from activities 2.1.b-2.1.</u> <u>(highlight your choices in yellow):</u>	<u>Report the following based on the activities you chose to implement in the second column (highlight your choices in yellow):</u>	<u>Describe the following based on the activities you chose to implement in the second column (highlight your choices in yellow):</u>
	2.1b Promote the use of Birth to 5: Watch Me Thrive , Learn the Signs, Act Early or other screening materials consistent with AAP guidelines	2.1b Number of providers or provider systems receiving information about Birth to 5, Learn the Signs, Act Early or other screening materials	2.1b Nothing is entered here
	2.1c Participate in Help Me Grow (HMG) or programs that promote the core components of HMG	2.1c Describe participation in HMG or HMG like programs	2.1c Outcomes of participation in HMG or HMG like programs. Describe results of work to implement HMG core components
	2.1d Increase understanding of the specific barriers to referral and evaluation by early intervention or pediatric specialists (including mental/behavioral health)	2.1d Describe barriers to referral and evaluation by early intervention or pediatric specialists	2.1d Nothing is entered here
	2.1e Plan and implement a family engagement project to improve local efforts to serve children and youth with special health care	2.1e Describe project activities, goals, and outcomes such as number of family members engaged, number of community meetings, and other	2.1e Nothing is entered here

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Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	needs (e.g., convene a family advisory group to assess how CYSHCN are served in local home visiting or case management programs)	process measures specific to the planned project	
	2.1f Work with health plans (HPs), including MCPs, to identify and address barriers to screening, referral, linkage and to assist the HPs in increasing developmental screenings for their members, per AAP guidelines, through education, provider feedback, incentives, quality improvement, or other methods	2.1f Describe barriers and strategies to increase screening, referral and linkage <ul style="list-style-type: none"> Number of HPs requiring screenings per AAP guidelines 	2.1f Nothing is entered here
	2.1g Identify methods to measure and monitor rates of developmental and other types of childhood screening, referrals, and successful linkages to care in your jurisdiction	2.1g If applicable, provide data on developmental and other screening rates, referrals, and successful linkages to care for the target population	2.1g Nothing is entered here
	2.1h Based on local needs, develop strategies to promote awareness of and address childhood adversity and trauma, including Adverse Childhood Experiences	2.1h Provide a description, and data if applicable, on process measures and outcomes relevant to the planned activities	2.1h Nothing is entered here

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Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	(ACEs), and build family and community resilience		
	2.1i Outreach and education to providers to promote developmental screening, referral and linkages	2.1i Describe type of outreach/education performed and results of outreach to providers	2.1i Nothing is entered here
	2.1j Provide care coordination for CYSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS	2.1j Describe activities for care coordination provided	2.1j List the number of children receiving care coordination

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Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 2.2, 2.2a, 2.2b, 2.2c, etc.</i></p>			
<p>Objective 2.2</p> <p>Provide a local objective that improves the, cognitive, physical, and emotional development of all children, including children and youth with special health care needs.</p> <p>Examples of focus areas can include but are not limited to:</p> <ul style="list-style-type: none"> • Reducing unintentional injuries¹ • Reducing child abuse and neglect¹ <p>By June 30, 2020, publish at least 4 seasonal safety articles (e.g. water safety, child abuse Pv, zika/WNV Pv, snow/cold weather safety)</p>	<p>2.2</p> <p>List evidence-based or informed activities to meet the objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance</p> <p>Information/outreach articles posted on Team Inyo for Healthy Kids website/Facebook page, local media outlets (Inyo Register, etc.), via constant contact</p>	<p>2.2</p> <p>Develop process measures for applicable intervention activities here</p> <p>Describe type of outreach/education performed</p>	<p>2.2</p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here</p> <p># articles, # likes/shares on FB</p>

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

Agency: Click or tap here to enter text.

Fiscal Year: 2019-20

Agreement Number: Click or tap here to enter text.

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID deaths

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Objective 3.1 All parents/caregivers experiencing a sudden and unexpected death will be offered grief and bereavement support services	Assurance 3.1a Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services ³ Provide grief and support materials to parents	3.1a (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	3.1a Nothing is entered here
	3.1b Contact local coroner office to ensure timely reporting and referral of parents of all babies who die suddenly and unexpectedly regardless of circumstances of death	3.1b Report the coroner's notifications received Briefly describe barriers and opportunities for success	3.1b Nothing is entered here
Objective 3.2. All professionals, para-professionals, staff, and community members will receive information and education on SIDS risk reduction practices and infant safe sleep	3.2a Disseminate AAP guidelines on infant safe sleep and SIDS risk reduction to providers, pediatricians, CPSP providers, parents, community members and other caregivers of infants	3.2a Numbers receiving AAP guidelines on infant safe sleep: <ul style="list-style-type: none"> • Providers • Pediatricians • CPSP providers • Child care providers • Other – list 	3.2a Nothing is entered here

¹ 2016-2020 Title V State Priorities

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³ State Requirements

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Fiscal Year: 2019-20

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID deaths

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	3.2b Attend the SIDS Annual Conference/SIDS training(s), SIDS Coordinators' meeting and other conferences/trainings related to infant health ³ .	3.2b Provide staff member name and date of attendance at SIDS Annual Conference/SIDS training(s) and other conference/trainings related to infant health.	3.2b Describe results of staff trainings related to infant health.

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

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Fiscal Year: 2019-20

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID deaths

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE: Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address SIDS/SUID. Number each locally developed objective as follows: 3.3, 3.3a, 3.3b, 3.3c., etc.</p>			
<p>Objective 3.3</p> <p>Provide objective(s) that reduce the risk of SIDS/SUIDS.</p> <p>Examples of focus areas can include but are not limited to:</p> <ul style="list-style-type: none"> • Child care providers, i.e. babysitters, grandparents, formal day care • Hospitals • Clinics, FQHC, RCH, IHC <p>By June 30, 2020 all parents of babies born at Northern Inyo Hospital will participate in safe sleep education</p>	<p>3.3</p> <p>List evidence-based or informed activities to meet outcome objectives here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance</p> <p>Through Perinatal taskforce, collaborate with NEST and other providers to offer safe sleep education.</p>	<p>3.3</p> <p>Develop process measures for applicable intervention activities here</p> <p>Advertise NEST classes through Team Inyo for Healthy Kids, MCAH nurse participate in perinatal taskforce and provide information/education to parents via partner providers</p>	<p>3.3</p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here</p> <p>#families who receive safe sleep education/#deliveries</p>

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² MCH Title V Block Grant Requirements

³ State Requirements

Agency: Click or tap here to enter text.
 Agreement Number: Click or tap here to enter text.

Fiscal Year: 2019-20

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE: Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health. <i>Number each locally developed objective as follows: 3.4, 3.4a, 3.4b, 3.4c., etc.</i></p>			
<p>Objective 3.4</p> <p>Insert a local objective that improves infant health by:</p> <ul style="list-style-type: none"> Reducing pre-term births and infant mortality¹ Increase infant safe sleep practices¹ Increase breastfeeding initiation and duration¹ <p>Examples of focus areas can include but not limited to:</p> <ul style="list-style-type: none"> Breastfeeding initiation and duration Prematurity/Low birth weight Perinatal substance use Access to enhanced perinatal (neonatal) services Birth intervals/Birth Spacing <p>3.4 By June 30, 2020 refer 100% of women with a positive pregnancy test to WIC and NIH NEST program for nutrition and breastfeeding education/support.</p>	<p>3.4</p> <p>List activities to improve perinatal/infant health here</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance</p> <ul style="list-style-type: none"> Develop quick reference guide for front office staff Establish tracking system to track referrals, and follow-up 	<p>3.4</p> <p>Develop process measures for applicable intervention activities here</p> <ul style="list-style-type: none"> Describe activities to ensure referrals to WIC and NEST 	<p>3.4</p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <ul style="list-style-type: none"> % women who complete appointment with WIC (# complete/#referred) % women who complete appointment with NEST (# complete/#referred)

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² MCH Title V Block Grant Requirements

³ State Requirements

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 Agreement Number: Click or tap here to enter text.

Fiscal Year: 2019-20

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
For FIMR LHJs only complete Objective 3.5 Reduce preventable fetal, neonatal and post-neonatal and infant deaths.	For FIMR LHJs only complete Assessment 3.5a Complete the review of at least ___ cases, which is approximately ___% of all fetal, neonatal, and post-neonatal deaths.	For FIMR LHJs only complete Assessment 3.5a Develop a process for sample. Submit number of cases reviewed as specified in the Annual Report table.	For FIMR LHJs only complete Assessment 3.5a Submit annual local summary report of findings and recommendations (periodicity to be determined by consulting with MCAH).
	Assurance 3.5b Establish, facilitate, and maintain a Case Review Team (CRT) to review selected cases, identify contributing factors to fetal, neonatal, and post-neonatal deaths, and make recommendations to address these factors.	3.5b Submit FIMR Tracking Log and FIMR Committee Membership forms for CRT and CAT with the Annual Report.	3.5b and c Nothing is entered here
	3.5c Establish, facilitate, and maintain a Community Action Team (CAT) to recommend and implement community, policy, and/or systems changes that address review findings.		

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³ State Requirements

Agency: Click or tap here to enter text.

Fiscal Year: 2019-20

Agreement Number: Click or tap here to enter text.

Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>REQUIRED LOCAL OBJECTIVE for FIMR LHJs Only: Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health. Number each locally developed objective as follows: 3.6, 3.6a, 3.6b, 3.6c, etc.</p>			
<p>Objective 3.6</p> <p>Insert a local objective that addresses reducing the number of preventable, fetal, neonatal, post-neonatal, and infant deaths.</p> <p>Examples of focus areas can include but are not limited to:</p> <ul style="list-style-type: none"> • Prematurity/Low birth weight • Perinatal substance use • Access to enhanced perinatal (neonatal) services • Birth intervals/Birth Spacing 	<p>3.6</p> <p>Based on CRT recommendations, identify and implement at least one evidence based or informed intervention involving policy, systems, or community norm changes here</p>	<p>3.6</p> <p>Develop process measures for applicable intervention activities here</p>	<p>3.6</p> <p>Develop short and/or intermediate outcome-related performance measures for the objectives and activities here</p>

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³ State Requirements

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Fiscal Year: 2019-20

Goal 4: CROSSCUTTING DOMAIN: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 4.1, 4.1a, 4.1b, 4.1c, etc.</i></p>			
<p>Objective 4.1</p> <p>Insert a local objective that addresses the proportions of children, adolescents and women of reproductive age who maintain a healthy weigh by:</p> <ul style="list-style-type: none"> Increasing consumption of a healthy diet¹ Increasing physical activity¹ <p>Examples of focus areas can include but are not limited to:</p> <ul style="list-style-type: none"> Overweight/obesity in children Physical activity Recommended weight gain during pregnancy Recommended intake of folic acid Food security Access to WIC services <p>4.1a By June 30, 2020, LHJ will provide education to 75 community members, including MCAH populations, about healthy nutrition, oral health, and physical activity (NUPA).</p> <p>4.1b By June 30, 2020, at least 80%</p>	<p>4.1</p> <p>List evidence-based or informed activities to meet the objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance</p> <p>4.1 Interventions and activities will include:</p> <ul style="list-style-type: none"> LHJ will contribute at least one blog post on nutrition and/or physical activity to Team Inyo for Healthy Kids website As part of the Team Inyo for Health Kids Collaborative, participate 	<p>4.1</p> <p>Develop process measures for applicable intervention activities here</p> <p>4.1 Briefly describe educational interventions performed for each of:</p> <ul style="list-style-type: none"> Breastfeeding Nutrition Physical Activity <p>4.1b Briefly describe knowledge gained from each educational</p>	<p>4.1</p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here</p> <p>4.1a # individuals provided education/target # individuals for NUPA education (n=75)</p> <p>4.1b Number of people who received education that demonstrated an increase in knowledge /total number of people who received education</p>

¹ 2016-2020 Title V State Priorities

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³ State Requirements

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Fiscal Year: 2019-20

Goal 4: CROSSCUTTING DOMAIN: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
of people receiving education will demonstrate increased knowledge about breastfeeding, nutrition, oral health, and/or physical activity (NUPA).	<p>in planning and conducting at least one community outreach/activity that focuses on nutrition and/or physical activity (e.g. Team Inyo Week, Rethink Your Drink, Live Outside the Box, Bike Month, etc.)</p> <ul style="list-style-type: none"> • Provide care coordination and transportation assistance to increase access to prophylactic dental treatment • LHJ will provide at least 3 evidence based nutrition courses (e.g. Triple P Lifestyles; Eating Healthy, Being Active; or PreventT2 Lifestyle program) to women of reproductive age, including at least one class in Spanish. • LHJ MCAH staff will promote, refer, and otherwise support outdoor activity programming in coordination with Mentor Program, Juvenile Probation, and Behavioral Health. • LHJ will coordinate with local pediatric providers and schools to promote healthy weight and nutrition education to students at a minimum of 1 high school. 	intervention.	

¹ 2016-2020 Title V State Priorities
² MCH Title V Block Grant Requirements
³ State Requirements

Agency: Click or tap here to enter text.

Fiscal Year: 2019-20

Agreement Number: Click or tap here to enter text.

Goal 5: ADOLESCENT DOMAIN: Promote and enhance adolescent strengths, skills, and supports to improve adolescent health.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>OPTIONAL LOCAL OBJECTIVE: Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 5.1, 5.1a, 5.1b, 5.1c, etc.</i></p>			
<p>Objective 5.1</p> <p>Insert a local objective that promotes and enhances adolescents strengths, skills and supports improve health by:</p> <ul style="list-style-type: none"> Decreasing teen pregnancies¹ Reducing teen dating violence, bullying and harassment¹ <p>Examples of focus areas can include but not limited to:</p> <ul style="list-style-type: none"> Adolescent sexual health, including contraception, preconception health, STIs Racial ethnic disparities in adolescent birth rates Adolescent injuries Adolescent violence Adolescent mental health Development of a Positive Youth Development framework Reducing suicides <p>5.1 By June 30, 2020, reduce STI rates among teens by 2%</p>	<p>5.1</p> <p>List evidence-based or informed activities to meet the objective(s) here</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development, and Assurance</p> <p>5.1</p> <ul style="list-style-type: none"> Develop public education campaign focused on STI prevention 	<p>5.1</p> <p>Develop process measures for applicable intervention activities here</p> <p>5.1</p> <p>Briefly describe education campaign activities</p>	<p>5.1</p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here</p> <p>5.1</p> <p>Number of people who received education and demonstrated an increase in knowledge /total number of people who received education</p>

¹ 2016-2020 Title V State Priorities

² MCH Title V Block Grant Requirements

³ State Requirements

Agency: Click or tap here to enter text.
 Agreement Number: Click or tap here to enter text.

Fiscal Year: 2019-20

Goal 5: ADOLESCENT DOMAIN: Promote and enhance adolescent strengths, skills, and supports to improve adolescent health.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<ul style="list-style-type: none"> ○ Place at least one STI Pv ad in local media ○ Distribute STI Pv educational materials to students by partnering with High School health classes and school-based clinics ○ Provide at least 1 on-campus presentation on STI Pv 		

¹ 2016-2020 Title V State Priorities
² MCH Title V Block Grant Requirements
³ State Requirements

Certification Statement for the Use of Certified Public Funds

Pursuant to Code of Federal Regulations Title 42, Section 433.51, Community Based Organizations (CBOs) may utilize public funds that can be certified by a public agency as funds eligible for the draw down of Federal Financial Participation. Examples would include a First 5 Grant from the county Prop 10 commission or other funds received from a public agency not earmarked for another project.

Title 42, Section 433.51 of the Code of Federal Regulations provides that the amount expended must be *"..certified by the contributing public agency as representing expenditures eligible for Federal Financial Participation (FFP) under this section."*

Public Agency: County of Inyo

Address: 207 A. South St.

City: Bishop State: CA Zip: 93514

Period From: 7/1/19 To: 6/30/20 Fiscal Year: 2019-20

Grant Amount: _____ Recipient: _____

I HEREBY CERTIFY under penalty of perjury that:

1. I am the official responsible for the information contained in this certification statement and I am authorized to make this certification on behalf of the Public Agency.
2. The information provided in this certification statement is true and correct and in accordance with state and federal law:
 - a. This certification is based on actual, total expenditures made by the Public Agency of public funds that meet the requirements for claiming FFP.
 - b. The funds from units of government are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.
3. The costs contained in this certification statement have not previously been, nor will subsequently be used for federal match in this or any other program.
4. I understand that the making of false statements is punishable and constitutes violation of the Federal False Claims Act.

Signature: _____ Date: _____

Print Name: James A. Richardson, MD

Title: Inyo County Health Officer/MCAH Director

Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name

County of Inyo

Remit-To Address (Street or PO Box)

PO Drawer H

City:

Independence

State: CA

Zip Code+4: 93526

Government Type:

- City
 County
 Special District
 Federal
 Other (Specify)

Federal Employer Identification Number (FEIN)

95-600445

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person

Anna Scott

Title

HHS Deputy Director- Public Health and Prevention

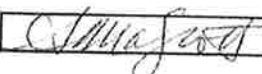
Phone number

760-873-7868

E-mail address

ascott@inyocounty.us

Signature



Date

5/9/19



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 3, 2019

FROM: Lucy Vincent

SUBJECT: Ratification of Contract with Kings View Corporation

RECOMMENDED ACTION:

Request Board ratify and approve the contract between the County of Inyo and the Kings View Corporation for electronic health record management information services and support in a total amount not to exceed \$602,420 for the period of July 1, 2019 to June 30, 2022 (estimated to be \$157,011 in 19/20, \$149,437 in 20/21, and \$295,972 in 20/22), contingent upon the Board's adoption of future years' budgets, and authorize the HHS Director to sign the contract and the HHS Assistant Director as the Privacy Officer to sign the HIPAA Business Association Agreement.

SUMMARY/JUSTIFICATION:

This contract comes to you late due to the extended time needed for the negotiation of this three year contract with the Kings View Corporation. We have been part of this management system since 2016. Kings View is a not-for-profit corporation that provides a computerized management information support for our electronic health record, Cerner Anasazi. Kings View provides this service for approximately 22 California counties, most of them small and rural. They act as the "host" for the product and work to negotiate rates. In the past months, we have learned that Cerner is migrating to a new product, Millennium. We have taken additional time to investigate the product and the associated costs in order to make the best decision around the timing to make this change. This contract represents a three year plan for implementation. Of note is the fact that there are continued improvements to the system that include moving toward patient portals for increased access to records. In the second year, the contract includes the capacity to create needed dashboards around network adequacy and other performance measures. The third year represents the bulk of the costs needed to implement Millennium. We have chosen to implement on this timeline to ensure that we are adequately prepared for successful implementation and would respectfully request your Board's support by approving the contract and authorizing the signatures as requested.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny approval of this contract. This would result in an inability to produce a claim to draw down Medi-Cal funds. The Division would need to identify a viable alternative and implement.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services: Medi-Cal and Medicare programs.

FINANCING:

MHSA funds, Medi-Cal Administrative funds and Behavioral Health Realignment. This expense will be budgeted in Mental Health (045200) in Professional Services (5265). This contract came in higher than was originally projected. We will either reduce other costs in this object code throughout the year or make changes at mid-year. No County General Funds.

ATTACHMENTS:

1. Contract Kings View Corp for EHRS FY19.20
2. Business Associate Agreement

APPROVALS:

Lucy Vincent	Created/Initiated - 8/23/2019
Darcy Ellis	Approved - 8/26/2019
Marilyn Mann	Approved - 8/27/2019
Meaghan McCamman	Approved - 8/27/2019
Melissa Best-Baker	Approved - 8/29/2019
Lucy Vincent	Approved - 8/29/2019
Marshall Rudolph	Approved - 8/29/2019
Amy Shepherd	Approved - 8/29/2019
Scott Armstrong	Final Approval - 8/29/2019

Agreement between Inyo County and Kings View Corporation for Electronic Health Record Information System and All Pay Sources Billing Services

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW CORPORATION, a California not-for-profit corporation, hereinafter referred to as "CONTRACTOR", and the COUNTY OF INYO, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

- A. CONTRACTOR is a California not-for-profit corporation and provides computerized management information support and services for COUNTY'S Cerner Community Behavioral Health Electronic Health Record System – EHRS and Cerner Integrated - EHRS, other management consulting services and assistance with billing of all Pay Sources.
- B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE.**

COUNTY desires to procure electronic health record system services ("EHRS") and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit "A" – Scope of Services, attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit "A" – Scope of Services for the compensation and on the terms and conditions set forth herein.

2. **TERM.**

- a. This Agreement shall become effective upon the date of signature and shall continue in full force and effect for one (1) year from this Effective Date, unless sooner terminated in accordance with the Section entitled "TERMINATION", as set forth elsewhere in this Agreement. The term of this

Agreement shall automatically renew two (2) times for successive one-year terms commencing from the expiration date of the first (1) year term and commencing on each anniversary thereof unless written notice of non-renewal or request for contract re-negotiation is given by either party to the other at least ninety (90) days prior to the commencement date of the new (1) year term. The compounded term of the Agreement including all automatic renewals shall not exceed three (3) years. Automatic renewal costs for CONTRACTOR and Cerner Software support will be based on initial costs as outlined in Section 3 titled COMPENSATION.

- b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this contract and Contractor shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this contract with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

3. **COMPENSATION.** COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit B, Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract. The amount of compensation for each subsequent year under this Agreement is outlined in Exhibit B.

Onsite implementation and training services will be provided by CONTRACTOR at COUNTY facility or CONTRACTOR'S Fresno location. Onsite implementation and training services provided at COUNTY'S location will be invoiced to COUNTY for all lodging, travel and per diem expenses associated with onsite implementation services not to exceed \$8,000 annually.

CONTRACTOR will provide COUNTY with documentation from Cerner Software supporting annual Version Rights, Support, Hosting, and one-time costs as shown in Exhibit C. Payment for a percentage of the total for Cerner Support Agreement plus applicable sales tax will be due and payable on the first day of each month commencing with the Effective Date of the contract. Monthly amount will be based

on supported documentation provided by Cerner Software invoice. It is understood by COUNTY and CONTRACTOR Cerner Software's Version Rights, Support, and Hosting is a passthrough which CONTRACTOR pays to Cerner Software with no markup. Cerner Software Version Rights, Support, and Hosting can increase each year. CONTRACTOR will submit to COUNTY the annual software rights costs for review as provided by Cerner Software.

4. **INSURANCE.**

- a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as may be required by the COUNTY. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:
- i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.
 - ii. **General Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.
 - iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.
 - iv. **Cyber Liability** – CONTRACTOR during the term of the agreement agrees to furnish COUNTY certificate of Cyber Liability Insurance annually based on the start date of the agreement. COUNTY will be named as a covered entity.
 - v. CONTRACTOR'S insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII.

- b. COUNTY agrees to furnish CONTRACTOR with a copy of an Endorsement to COUNTY'S liability insurance policy naming CONTRACTOR as an additional insured, in the amount at least \$1,000,000 combined single limit coverage containing a prior written notice feature to provide thirty (30) days notice to CONTRACTOR.

5. **RESPONSIBILITIES OF COUNTY.** During the term of this Agreement, COUNTY shall have the obligation to:

- a. Cooperate with CONTRACTOR. COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required by CONTRACTOR for the delivery of the MIS and billing of all Pay Sources Services pursuant to this Agreement.
- b. COUNTY, at its sole cost and expense, shall provide all equipment necessary for the installation, operation and maintenance of on-site information management and control, including communications equipment compatible with CONTRACTOR'S equipment. Included in the equipment to be provided by COUNTY shall be cabling, personal computers, server, a router, and a dedicated line for connection with CONTRACTOR'S information system.

6. **WARRANTIES.**

- a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.
 - i. The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of CONTRACTOR, any patent right or other Intellectual Property right of any third party.
 - ii. The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.
 - iii. The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third party

technologies required to operate Enhancements or New Versions of the Software Products may change over time.

iv. CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the agreement; (vi) failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

v. CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. LIMITATION OF LIABILITY.

In no event will contractor be liable for any loss of revenue, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with the use of the software products or the delivery of the services to be provided under this agreement or its exhibits. It is understood that such software products will be used in the delivery of clinical services and administration of human service programs, and it is agreed that responsibility for all decisions relating to the provision of treatment, payment of benefits and allocation of resources are the responsibility of COUNTY and not the responsibility of CONTRACTOR. CONTRACTOR'S liability and county's sole remedies under this agreement for damages are limited to the repair or replacement of defective software products and defects, and, in the event of a final decision rendered in accordance with the dispute resolution procedures of section 21, finding a material breach by CONTRACTOR, refund of no more than then amount of compensation hereunder paid by COUNTY to CONTRACTOR for the six month period preceding such material breach. These disclaimers and limitations of liability will apply regardless of any other contrary provisions of this agreement and regardless of the form of action, whether in contract, tort, or otherwise.

8. **INDEMNIFICATION**

- a. **General Indemnification for COUNTY.** CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- b. **General Indemnification for CONTRACTOR.** COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.
- c. **Indemnification of Intellectual Property** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the

same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use. This paragraph shall survive any expiration or termination of this Agreement.

- i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:
 1. obtain for the COUNTY the right to use such materials;
 2. replace or modify the materials so they become non-infringing;
or
 3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.

- ii. CONTRACTOR has no obligation to the extent any claim results from:
 1. modification of the materials other than at the direction of CONTRACTOR, or
 2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

9. **NON DISCRIMINATION BY CONTRACTOR.** In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. **TERMINATION.**

- a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

- b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. CONTRACTOR may terminate the Agreement upon One Hundred Twenty (120) days written notice to CONTRACTOR without cause.

11. **INTELLECTUAL PROPERTY RIGHTS.**

- a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. Cerner retains sole and exclusive ownership of all right, title and interest in and to the Software Products and all Intellectual Property rights relating thereto.
- b. It is expressly understood by COUNTY and CONTRACTOR that Cerner will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by Cerner for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within the meaning of copyright law, even if COUNTY or CONTRACTOR pays Cerner to develop the enhancement or software product
- c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with Cerner's prior written consent.

12. **CONFIDENTIAL INFORMATION; TRADE SECRETS.**

- a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value,

actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

- b. **Obligations.** COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.
- c. **Exclusions.** Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed

to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.

- d. Report of Unauthorized Use or Disclosure of Company Information.
- i. Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.
 - ii. COUNTY will not allow any person other than an Authorized User or Cerner or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with Cerner holding that person to the same requirements as this part 9 and COUNTY has been notified by Cerner that this Agreement has been executed and that the Person has permission to access and use the Cerner Company Information to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of Cerner Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than Contractor who perform services that would otherwise be performed by Cerner or Contractor, unless the contractor has signed an agreement with Cerner for the protection of Cerner's Intellectual Property rights.
 - iii. COUNTY understands that Cerner's Proprietary Rights and Non-Disclosure Agreements prohibit any person other than Contractor, Cerner staff and Authorized Users from retaining possession of Cerner Company Information. COUNTY will immediately notify Contractor and Cerner if it becomes aware that any person other than an Authorized User or Cerner or Contractor staff has or appears to have in their possession Cerner Company Information, or makes unsubstantiated claims that Cerner has granted permission to that person to use Cerner customer Information to support COUNTY.

- e. **Period of Limitation.** The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.

 - f. **Third Party Vendors.** It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business rules of the Software Products and the documentation are the Intellectual Property of Cerner and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of Cerner. Cerner will give that permission if the third party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with Cerner.
13. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on-hand to provide access to the facility and accompany CONTRACTOR personnel.
14. **MEDICAL RECORDS.**
- a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly cooperate with COUNTY and make available working copies of client records in the

event of such a claim or challenge. There is hereby made a part hereof of the provisions of Exhibit "D" - Business Associates, which is incorporated by reference herein.

- b. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. COUNTY shall defend, indemnify and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

15. **COMPLIANCE.**

- a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.
- b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as of the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.

- c. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:
- i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment;
 - ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment;
 - iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or
 - iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration
 1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or
 2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.
- d. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform

and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

16. **BOOKS AND RECORDS.** For the purpose of section 1861(v)(l)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:
- a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
 - b. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and
 - c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.
 - d. If COUNTY is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

- e. If CONTRACTOR is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.
17. **DRUG-FREE WORK PLACE.** CONTRACTOR shall provide a drug-free work place and shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code section 8350 et seq.).
18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.
19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.
20. **INTEREST OF PUBLIC OFFICIALS.** No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
21. **DISPUTE RESOLUTION.**

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement of dispute.

If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions, they shall first engage in mediation using the services of the American Health Lawyers Alternative Dispute Resolution Service or another dispute resolution service that is mutually acceptable to the parties. The parties shall share the costs of mediation equally.

If the parties are unable to resolve their dispute through mediation, they shall submit the dispute to binding arbitration in accordance with the Commercial

Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties or in Hollister, CA if they are unable to agree to a location. In no event will the arbitrator have the power to exceed the scope of this Agreement with regard to limitations on warranties or damages. Judgment on an arbitration award that is consistent with this Agreement may be entered in any state of federal court of competent jurisdiction. The parties shall share the costs of arbitration equally.

Except for mediation and arbitration fees, which shall be shared by the parties, each party shall bear its own attorney's fees and other expenses associated resolution of any dispute.

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.
24. **CONTROLLING LAW.**
 - a. **Laws of California Control** The terms and conditions of this Agreement and all its Exhibits and rights and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.
 - b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision and this Agreement shall be construed as if jointly prepared by the parties.
25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the Inyo County Superior Court.
26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.
29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Corporation
Attn: Amanda Nugent Divine, CEO
7170 N. Financial Drive, Suite 110
Fresno, CA 93720
(559) 256-0100 ext. 3011

COUNTY: Inyo County Behavioral Health
Attn: Gail Zwier, PHD
Behavioral Health Director
162 J Grove Street
Bishop, CA 93514

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party, and any ambiguities shall not be strictly construed for or against either party.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

"COUNTY"
COUNTY OF Inyo

By _____

Date: _____

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

By _____

Date: 08/21/2015

.....
"CONTRACTOR"
KINGS VIEW CORPORATION

By _____
Amanda Nugent Divine, CEO Kings View

Date: _____

EXHIBIT A

INYO COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current Cerner Community Behavioral Health and migration to Cerner Integrated – Community Behavioral Health in FY 2021-2022. It is not intended to address issues relative to office application documents, files and network support.

CONTRACTOR shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

CONTRACTOR shall provide the following services:

A. KV-Cerner Support

1. CONTRACTOR supports (as defined in this scope of work) the following Cerner Software products currently in use or planned by COUNTY:
 - Client Data System
 - Scheduling System
 - Assessment & Treatment Planning System
 - Doctor's Home Page & E-Prescribing System
 - Cost Accounting System
 - Patient Portal
 - Cerner Integrated
2. CONTRACTOR will provide consultative services to COUNTY concerning current and new Millennium EHRS design for Client Data,

Scheduler and ATP – Assessments, Treatment Plans and Progress Notes when requested by COUNTY as needed.

3. CONTRACTOR will maintain a LIVE, TRAIN and TEST version of Cerner on CONTRACTOR'S servers.
4. CONTRACTOR will advise on and load Cerner promotions:
 - a. Write and provide COUNTY to the best of CONTRACTOR'S abilities a thorough risk-benefit analysis for all Cerner promotions based on supplied documentation from Cerner Software to include:
 - Summary of the purpose(s)
 - List of known and potential risks
 - List of known and potential benefits
 - Reporting implications
 - Identify any additional report functionality
 - b. Test Cerner promotions and work out known bugs.
 - c. Load promotions only with COUNTY authorization and in accordance to Cerner Software policy and procedures. COUNTY will provide CONTRACTOR with list of COUNTY staff allowed to authorize installation of promotions.
 - d. COUNTY is aware failure to load all Cerner promotions in sequence and as supplied by Cerner could impact CONTRACTOR'S ability to meet scope of services as discussed in Exhibit A and Cerner support.
5. CONTRACTOR will provide assistance with EHRS customization including workflow redesign, keying guides, management forms, WYSIWYG design and development, training materials and other assistance as it relates to Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes as needed and requested by COUNTY.
6. CONTRACTOR will provide the following forms of documentation:
 - a. Develop manuals for AR and State Reporting delineating CONTRACTOR and COUNTY tasks and responsibilities.
 - b. Provide Risk/Benefit Analysis of Cerner Promotions (see A.4 above).

- c. Provide COUNTY with Kings View Status Report overall operations of COUNTY's Cerner Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.
- d. Document COUNTY'S system schema as it relates to Kings View provision of services and at the discretion of COUNTY'S Information Technology management.
- e. Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by COUNTY including the following:
- f. Data/Reports
- g. Participate in Meetings/Calls

7. Status Reporting

- a. Meet quarterly at mutually agreed time with COUNTY to identify problems/issues and agree to solutions.
- b. Complete Kings View Status Report (see 6.c above)

B. General KV-Cerner Support Responsibilities

1. CONTRACTOR will monitor and maintain network connections between CONTRACTOR'S Fresno Data Center and the COUNTY site.
2. CONTRACTOR shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
3. CONTRACTOR will use all reasonable efforts to work with Cerner software and COUNTY to adhere to California compliance requirements set forth by California Department of Health Care Services.
4. CONTRACTOR will work jointly with COUNTY to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
5. CONTRACTOR will maintain management forms and related data

tables for State reporting, billing and security.

6. CONTRACTOR will provide specialized reporting as required by COUNTY/State as a result of mandatory audit/reporting requirements. CONTRACTOR will provide customized reporting formats, forms, and update data tables as required for COUNTY'S operation, and CONTRACTOR will generate reports for COUNTY as requested.
7. CONTRACTOR will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
8. CONTRACTOR and COUNTY will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.
9. CONTRACTOR will provide support as Lead for COUNTY'S continued implementation strategies of various modules of the Cerner Electronic Health Record System.
10. Develop a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
 - 1) Power outage beyond 1 workday and
 - 2) Corruption of data.

C. Monthly Medi-Cal Billing and Accounts Receivable (A/R) Cycle Support for CMHC and Cerner software:

1. CONTRACTOR will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at CONTRACTOR'S EHRS office, and provide support and assistance to COUNTY staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.
2. CONTRACTOR will provide training and support to program staff for program processes required in the month-end process.
3. CONTRACTOR will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files.

COUNTY will be the SOLE party responsible for ensuring timeliness, accuracy and the complete entry of data by COUNTY staff necessary for CONTRACTOR to submit electronic claims or files.

4. CONTRACTOR will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third-party payer in preparation for CONTRACTOR electronic data submission. COUNTY will upload after CONTRACTOR review. CONTRACTOR will provide support to address issues when COUNTY posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third-party payer in accordance with Cerner Software policy and procedures.
5. CONTRACTOR will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. CONTRACTOR will provide COUNTY upon request a copy of COUNTY's support requests.
6. CONTRACTOR will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to COUNTY management monthly with status updates.
7. When CONTRACTOR makes changes to existing information systems software that results in a need for consultation or training of county employees, the associated costs will be paid by the CONTRACTOR.
8. COUNTY had opted to submit 837P files and download 835 files. COUNTY and CONTRACTOR will develop procedures and policies to ensure both parties know when files are created or posted to COUNTY's Cerner application.

D. COUNTY Staff Support

1. CONTRACTOR will maintain a help desk as support to COUNTY staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to COUNTY staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding COUNTY holidays. COUNTY will designate staff members who will be

authorized to access help desk support on behalf of COUNTY staff.

2. COUNTY staff will be provided with access to CONTRACTOR'S MIS seven days a week, 24 hours a day.
3. CONTRACTOR will provide remote support as needed via Cell Messaging and Email after normal business hours, including all holidays.
4. CONTRACTOR will provide COUNTY staff with 48 hours advance notice when planned system maintenance time is required. COUNTY is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

E. Ongoing Support of Application Service Provider (ASP) Storage Facility and Network Connectivity

1. CONTRACTOR will provide access for COUNTY'S concurrent users on Kings View's Domain hosted by Cerner in Kansas City.
2. CONTRACTOR will notify COUNTY in advance of all upgrades or modification which may impact access to the Data Center servers and software which affect the EHR, billing or operations, except in cases where immediate action is required to protect data, hardware or personnel.
3. CONTRACTOR will work with Cerner Data Center support to resolve connectivity issues.
4. Contractor will provide Customer staff with at least 24 hours' notice when planned system maintenance time is required.

F. Health Information Analytics / Dashboards Basic Dashboards Included in FY 2020-2021:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:

- Productivity
- Case Assignments
- PHQ9/GAD7 or similar outcome measure
- Timeliness of Service – First Contact
- CANS50
- Claims – Pay Source
- Client Demographics
- Appointment Type
- Geo-Mapping for NACT (analytic tool)
- 180 Day Report

COUNTY may request additional analytic dashboards which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Section F.1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of dashboard.

2. Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
3. Contractor will provide consultative services to customer developing custom dashboards which may not be part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.

4. Contractor will monitor and maintain dashboards utilized by customer.
5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
7. Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
8. Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for customer.
10. Contractor will develop and provide above listed dashboards in phases over the 3-year term of the contract, taking into account Cerner Integrated migration which will impact delivery schedule. No dashboards will be delivered during Cerner Integrated migration in order to maintain integrity of overall EHRS.

G. State Reporting

1. CONTRACTOR will perform data review to ensure data from COUNTY'S software meets requirements for electronic submission to State.
2. CONTRACTOR will edit, create, and submit following electronic files on behalf of COUNTY:
 - a. California Outcomes Measurement System (CalOMS)

- b. Client and Service Information (CSI)
 - c. Child and Adolescent Needs and Strengths (CANS)
 - d. Pediatric Symptom Checklist (PSC 35)
 - e. Adult Outcome Report – TBD
3. In the event new electronic reporting requirements are requested by State, during term of agreement, CONTRACTOR will review feasibility of submission and develop process to upload to appropriate agency. COUNTY agrees any additional fees will be included as an addendum to current agreement.

EXHIBIT B
INYO COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHR)

Scope of Service Item	FY2019-2020	FY 2020-2021	FY2021-2022
A. Cerner Support	\$16,900	\$18,633	\$19,192
B. General Support Responsibilities	\$12,905	\$14,228	\$14,655
C. Monthly Medi-Cal Billing and Accounts Receivable (A/R) Cycle Support for Cerner Anasazi software:	\$12,110	\$13,352	\$13,753
D. COUNTY Staff Support	\$11,401	\$12,571	\$12,948
E. Ongoing Support of Application Service Provider (ASP) Storage, Cerner-Kings View Domain	\$29,500	\$3,484	\$3,589
F. Health Information Analytics / Dashboards		\$37,500	\$43,400
G. State Report	\$10,000	\$13,560	\$13,967
Total	\$92,816	\$113,328	\$121,503

EXHIBIT C

INYO COUNTY

KINGS VIEW - CERNER
SUPPORT AGREEMENT

Scope of Service Item	FY2019-2020	FY 2020-2021	FY2021-2022
ANNUAL RECURRING COSTS	\$33,770	\$35,459	\$37,323
a. Support Agreement			
b. DSM-V Licenses	\$650	\$650	\$650
c. Cerner Eligibility and Benefits Verificaitons			\$4,320
d. Cerner Automated Messasging			\$2,802
ONE TIME COSTS:			
Kings View Domain - Cerner Hosting Setup	\$29,775		
Setup Cerner Eligibility and Benefits Verifications			\$650
Setup Cerner Automated Messaging			\$550
CERNER INTEGRATED SERVICES			\$128,174
Total	\$64,195	\$36,109	\$174,469

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 3, 2019

FROM: Clint Quilter

SUBJECT: County Response to 18-19 Grand Jury First Interim Report

RECOMMENDED ACTION:

Request Board approve the report to the Honorable Brian Lamb, Presiding Judge, Inyo County Superior Court, responding to the findings and recommendations in the 2018-2019 Grand Jury First Interim Report and authorize the County Administrator to sign the transmittal letter.

SUMMARY/JUSTIFICATION:

The Inyo County Grand Jury issued a 2018-2019 Grand Jury "First Interim" Report (attached) which was served on the County on June 12, 2019. The Board's response is due within 90 days, no later than September 10, 2019. As in the past, the County's response is organized in a manner that ensures all findings and recommendations requiring a response by the County, through the Board of Supervisors, have been addressed in the manner required by law.

Section 933.05 of the Penal Code identifies how the County responds to the Grand Jury reports. The Board of Supervisors, as the governing body, responds to all items under its control. Every elected County officer also has a responsibility under the Code to provide comment, if requested by the Grand Jury, to the Presiding Judge of the Superior Court, with an information copy being sent to the Board of Supervisors. The Sheriff has responded and forwarded a copy of his response to the Board of Supervisors (also attached).

As in years past, the 2018-2019 County response is limited to only those items to which the Board of Supervisors is required to respond by State Statute.

The Grand Jury has also released its 2019-2020 Final Report and served it on the County on June 26, 2019; however, no responses were required from the Board of Supervisors.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Penal Code Section 933 (c) specifies: "No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer

or agency head supervises or controls."

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board of Supervisors is responsible for providing Inyo County's response to the Grand Jury Report and as such your Board can direct staff to change any one or all of the responses.

OTHER AGENCY INVOLVEMENT:

The draft County responses to the 2018-2019 Grand Jury First Interim Report were prepared based on input from County departments with responsibility for topics covered in the report.

FINANCING:

There is no financial impact associated with approving the County's response to the 2018-2019 Grand Jury First Interim Report.

ATTACHMENTS:

1. California Penal Code Section 933.05
2. Sheriff Response to 18-19 Interim Report
3. 2019 Transmittal Letter
4. County of Inyo 18-19 Grand Jury First Interim Report Response
5. 2018-2019 First Interim Grand Jury Report

APPROVALS:

Darcy Ellis
Marshall Rudolph
Sue Dishion
Clint Quilter

Created/Initiated - 8/27/2019
Approved - 8/27/2019
Approved - 8/28/2019
Final Approval - 8/28/2019

California Penal Code

Section 933.05 (a), (b) and (c)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

OFFICE OF THE
SHERIFF
INYO COUNTY, CA



JEFF R. HOLLOWELL
SHERIFF

ERIC PRITCHARD
UNDERSHERIFF

"A Professional Service Agency"

August 27, 2019

Inyo County Grand Jury

Post Office Box 401

Independence, CA 93526

RE: Interim Report

Dear Foreman,

Thank you for taking time to review the high turnover at the Sheriff's Office. I have received and reviewed your recommendations. Below you will find the responses you have requested.

- R1 – No response
- R2 – The Inyo County Sheriff has no control over the salaries of Deputies. The Inyo County Personnel Director and the County Administrative Officer worked with the Deputy Sheriff's Association and the Board of Supervisors during the negotiation process. This has allowed them to settle on a new Memorandum of Understanding.
- R3 – I will explore this option with the Personnel Director and County Counsel.

Once again, I appreciate your hard work and dedication. I look forward to working with you this coming year. As always, if you have questions, please contact me.

Sincerely,

Jeff Hollowell
Sheriff



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

email: dellis@inyocounty.us



September 3, 2019

The Honorable Brian Lamb
Presiding Judge, Inyo County Superior Court
Inyo County Courthouse
Independence, CA 93526

SUBJECT: 2018-2019 Grand Jury Interim Report

Dear Judge Lamb:

On behalf of the Board of Supervisors, all County departments and the County as a whole, I would like to take this opportunity to thank the members of the 2018-2019 Grand Jury for their work in preparing both the 2018-2019 Grand Jury First Interim Report and 2018-2019 Grand Jury Final Report. As always, the County appreciates these dedicated citizens' commitment to trying to affect positive change by making constructive suggestions for improving the way our local governments function.

Enclosed is the Board of Supervisors' response to the 2018-2019 First Interim Report (the Board of Supervisors was not required to respond to the Final Report). This response was approved by the Board and developed, as always, with input from staff.

As with the County's responses to Final Grand Jury Reports in years' past, this response follows Penal Code Sections 933.05(a), 933.05(b), 933.05(c) (copy included). The Board's response is limited to only those items required by State Statute and in the format prescribed by law, which, as you know, provides the Board with very little literary license – limiting the Board to certain phrased responses to select from when responding to sometimes complex and nuanced findings and recommendations.

Also, under the County's reading of those Penal Code Sections, responses to grand jury reports are only required from the governing bodies of public agencies (e.g., the Board of Supervisors) and from elected County officers or department heads (e.g., the Sheriff). County officers and department heads such as myself work under the control and direction of the Board of Supervisors and within the parameters of the policies it sets. So while I appreciate the invitation to personally and independently respond to the 2018-2019 Interim Report, I will not be providing a separate response – but rest assured that my input has been considered by and is reflected in the Board of Supervisors' response.

Again, on behalf of the Board of Supervisors, I want to express the County's appreciation for the Grand Jury's efforts to identify ways in which the County may improve its operations in support of our efforts to provide quality services to our community.

Sincerely,

Clint G. Quilter
County Administrator

cc: Inyo County Board of Supervisors

County of Inyo

Response to 2018-2019 Grand Jury First Interim Report

September 3, 2019



Inyo County Board of Supervisors

District 1

District 2

District 3

District 4

District 5

District 1

District 2

District 3

District 4

District 5

County Auditor/County Clerk
A. C. B. D. E.

The Board of Supervisors meets on Tuesday, at 8:30 a.m. in the Board of Supervisors Room, County Auditor's Office, 224 N. East Street, Inyo County, CA. Contact information for the Board of Supervisors, P.O. Box 1, Inyo County, CA 93526, or call the Auditor/County Clerk at [760-865-1111](tel://(760)865-1111).

Agenda items are listed on the www.inyocounty.ca.gov/BoardofSupervisors/.

... ..

FINDING 7: "P... .. Sheriff's Department."

COUNTY RESPONSE: Agree.

RECOMMENDATIONS

RECOMMENDATION 1 "P... .. agencies."

COUNTY RESPONSE: The recommendation will not be implemented because it is not warranted or not reasonable. T... ..

RECOMMENDATION 2: "T... .. enforcement departments."

COUNTY RESPONSE: The recommendation will not be implemented because it is not warranted or not reasonable. A... ..

RECOMMENDATION 3 "T... .. hiring the deputy."

COUNTY RESPONSE: The recommendation requires additional analysis. S... ..

CONFIDENTIAL

CONFIDENTIAL

**NOTICE TO OFFICERS,
AGENCIES,
DEPARTMENTS AND
GOVERNING BODIES OF
PUBLIC AGENCIES**

- 1. You have been provided a copy of the Grand Jury's First Interim Report two working days prior to its public release and after its approval by the presiding judge. You are prohibited from disclosing any contents of the report prior to the public release of the report. (Penal Code Section 933.05(f)).**
- 2. If you are required to respond to the findings and recommendations of this report, you are urged to review the provisions of Penal Code Section 933.05 subsections (a), (b) and (c), before submitting your response.**
- 3. For 45 days after the end of our term, the foreman and designee shall, upon reasonable notice, be available to officers, agencies, departments of governing in this report, for clarification of the recommendations directed to them. (See Penal Code Section 933 (a)).**



Inyo County

Inyo County Grand Jury
Post Office Box 401
Independence, CA 93526

Inyo County Grand Jury Report

"For the Money, for the glory and for the fun. Mostly for the money"
~Smokey and the Bandit~



Inyo County

Inyo County Grand Jury
Post Office Box 401
Independence, CA 93526

2018-2019 Inyo County Grand Jury

John Shepherd
Mustang Mesa

Robert Hoyle
Bishop

John Harris
Bishop

Vasie Tex
Bishop

Frank Loder
Independence

Ann Jewett
Independence

David Mazel
Bishop

Charles Tello
Lone Pine

Amy Weurdig
Mustang Mesa

Dylan Knadler
Lone Pine



High Turnover at Inyo County Sheriff's Department to other Local Law Enforcement Agencies

SUMMARY

The salaries of the Inyo County Sheriff's department are out of line with neighboring departments and result in the loss of experienced deputies at great monetary expense and valuable experience to Inyo County.

Inyo County Deputy Sheriff deputies have frequently resigned from the Inyo Sheriff's Department to take higher paying jobs at the Bishop Police Department, Mammoth Lakes Police Department and Mono County Sheriff's Department (hereafter referred to as the 3 competing local law enforcement departments).

The expense of sending a recruit to police training academy and providing basic field training costs Inyo County a minimum of \$133,000.00 per person.

The Inyo County Sheriff's Department has put 15 deputies through recruit training in the last 3 years, while none of the 3 competing local law enforcement departments have put a recruit through the police academy in at least the last 6 years; None of the competing agencies have incurred the expense of training a new officer, that is required by California law.

Experience is a valuable asset in a law officer. The Inyo Sheriff's Department is losing experienced deputies to the three neighboring law enforcement agencies largely because its deputies are substantially underpaid in comparison to their neighboring competition.

BACKGROUND

It came to the attention of the Grand Jury that experienced deputies, trained at over \$133,000.00 each, were leaving the Inyo County Sheriff's Department to go to the three neighboring departments none left to go to departments out of the area.

Your Grand Jury wanted to know why, and to see if this was a problem, and if there was a solution to the problem.

METHODOLOGY

We interviewed former Inyo County deputy sheriffs to see why they left Inyo County to go to competing local law enforcement agencies.

We interviewed deputies who are still working at the Inyo County Sheriff's Department to get their insight on salaries in comparison to other departments and why they believed their former fellow deputies had taken jobs with other local law enforcement departments.



Inyo County

Inyo County Grand Jury
Post Office Box 401
Independence, CA 93526

We interviewed high ranking officials from multiple departments.

We obtained and reviewed County and City records from all four local law enforcement agencies to see the salaries of similarly positioned officers and deputies at each department.

We sought and obtained legal advice the legality of reimbursement contracts for law enforcement personnel who accept expensive training at one department and leave to go to another law enforcement agency.

We interviewed City and County Officials to get their input as to the turnover of Inyo Sheriff Deputies and ways to avoid it.

DISCUSSION

It costs Inyo County an average of \$133,729.25 to train a new deputy sheriff. See exhibit A for a breakdown of this expense.

The Inyo County Sheriff's department has trained 15 new deputies at this expense in the last 3 ½ years.

In the last 3 ½ years, 16 sheriffs have left the Inyo Sheriff's Department. Five retired. One resigned. Two were terminated. Two left law enforcement.

The largest loss of deputy sheriffs was the 6 deputies who went to neighboring law enforcement agencies. They all accepted positions with neighboring departments. This resulted in a loss of experienced deputies, that Inyo County had paid to train at great expense

In our interviews of former Inyo County Sheriff deputies who now work for the Bishop Police Department and for the Mammoth Lakes Police Department and for the Mono County Sheriff's Department, every deputy and officer cited the increase in salary as the primary factor or as a major factor in the decision to resign from Inyo County and take similar positions with the neighboring law enforcement departments.

Similarly, the deputies and officials still with the Inyo Sheriff's Department all thought that salary was either the main or a substantial factor in the decision of their former fellow deputies to leave for other local departments. All wished that their fellow deputies could be paid as well.

All law enforcement personnel interviewed said that years of experience, particularly local experience, is very valuable for numerous reasons. Experience is necessary to know the people, to learn how to deal with the people, to know the roads and buildings, particularly in a county of ten thousand square miles, to learn how to avoid dangerous confrontations, to know when to seek backup or advice from the more experienced deputies and superiors and to avoid situations creating liability.



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Two of the Inyo deputies who left Inyo were hired by the Bishop Police Department. The starting salary for an Inyo deputy is \$4,317.00 per month or \$51,804.00 per year. The starting salary for a Bishop police officer is \$5,247.00 per month or \$62,964.00 per year. Hence, the starting salary at the Bishop Police Department for a police officer is \$930.00 more per month or \$11,160.00 more per year than the starting salary of an Inyo Sheriff deputy.

The difference in salaries is even more substantial when compared with the Mono Sheriff's Department or the Mammoth Lakes Police Department.

The starting salary for a Mono County Sheriff deputy is \$5,355.00 per month. That is \$1,038.00 per month or \$12,546.00 per year more than an Inyo County Sheriff Deputy of the same rank, experience and education. One of the 6 deputies who left Inyo County went to the Mono County Sheriff's Department.

Three of the Inyo deputies who left went to the Mammoth Lakes Police Department. The starting salary for a Mammoth Lakes Police officer is \$6,153.00 per month or \$1,836.00 more per month or \$22,032 more per year than an Inyo County deputy sheriff is paid.

These salary discrepancies continue across the board as the officers and deputies increase in experience and salary stages. The numbers cited above are basic salary only and do not include overtime pay.

Lateral hiring by Inyo County is not the solution. Lateral hiring is an obvious solution for Bishop PD and Mammoth Lakes PD and Mono Sheriff, due to getting already trained and experienced deputies that are known to the neighboring departments and know the area and many of the people, fellow officers and deputies.

On the other hand, it is unlikely that any experienced deputy or officer will want to transfer to the Inyo County Sheriff's Department at a salary cut of between \$11,160.00 and \$22,032 per year. Most deputies who left have growing families where the increased salary means a great deal.

Our many interviews with deputies who left Inyo County and with those who remained, indicates that some deputies had other motivation to leave than just salary. Some wanted to move to Mammoth or even Nevada. Some felt that the other departments offered more promotional opportunity. Some wanted the opportunity to learn from more experienced officers with whom they would be working. Some, but not all, cited morale problems at the Inyo Sheriff's Department.

However, every interviewee cited salary as either the primary or a major reason for leaving Inyo County for jobs with neighboring agencies.

The loss of the experienced deputies creates the need for yet more expensive training of unproven recruits. It is not just the money. The loss of experience is a significant issue universally cited by our interviewees. Law enforcement experience in general and especially local knowledge improves the officers' ability to exercise good judgement, make decisions quickly, enables better resolution of confrontational situations, reduces potential liability to Inyo County and contributes to officer safety and the general public.



Inyo County

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The present experience level of Inyo County Sheriff patrol deputies is as follows. There are 20 patrol deputies. Three are sergeants. Including the sergeants, the average length of patrol experience is 4.75 years. If you subtract the sergeants, the experience level averages 3.47 years. Even that figure is somewhat misleading. Six people have 10 or more years of experience. If you take out those, the deputies average only 2.4 years of experience.

Senior law enforcement people we interviewed said they consider about 5 years patrol experience desirable for deputies to reach a satisfactory level of competence.

One partial solution to the problem of incurring expensive academy and training experience which ends up too often, in our judgment, in saving the expense and providing the local experience for other departments, is to have a recruit sign a whole or partial reimbursement agreement before Inyo County spends the \$133,000.00 plus, to train them.

Such training reimbursement agreements are used by other police departments in other counties and have been legally tested and approved in the appellate courts of California. Such agreements must be limited in time and scope. For instance, an agreement (contract) to reimburse Inyo County a pro rata portion of the training expense if they take jobs with one of the neighboring law enforcement departments within 5 years would be a valid contract.

At least one Inyo County department uses pro rata reimbursement contracts before that department pays for the college or advanced education of its employees.

However, this grand jury believes that such reimbursement contracts should only be required if and when the Inyo County Sheriff Department salaries have been put in parity with the neighboring law enforcement departments.

In summary, the salaries of the Inyo County Sheriff's department are disproportionate with neighboring departments and result in the loss of experienced deputies at the expense and valuable experience to Inyo County.

What would it cost the County of Inyo or the Inyo County Sheriff's Department to raise the salaries of our deputies to a level of parity with the competing law enforcement agencies with whom our Sheriff's department must compete? We do not purport to know all the answers to determine the true cost.

We do believe that the Board of Supervisors and the Sheriff's office need to do a thorough cost benefit analysis of bringing deputies up to a parity with local competing agencies.

Here are some calculations to take into consideration as a part of such an analysis.

Start with the fact that Inyo has spent an average of \$133, 729.25 to train 15 recruits in the last 3 ½ years. That is \$2,005, 939 in 3 ½ years or an average of \$573,125 per year to train new deputies.

As mentioned above, there are 20 patrol deputies. If they were each increased by \$1038.00 per month that would be \$12,456.00 per year per deputy.



Inyo County

Inyo County Grand Jury
Post Office Box 401
Independence, CA 93526

Multiplied by 20 deputies that is \$249,120.00 per year of increased salaries. That raise for 20 deputies is only 43% of what Inyo spends annually training recruits.

If we assume that by raising Inyo County Deputy Sheriff deputies up to the level of at least 2 of the 3 competing law enforcement agencies, it would cut the attrition rate by 50%, Inyo County and the Sheriff's Department would still be money ahead.

The Board of Supervisors and the Sheriff will, we are sure, keep in mind that there is more to be considered than pure dollars. Raising salaries to be on a parity with competing agencies will almost undoubtedly raise morale, reduce motivation to resign and result in keeping deputies for additional years giving the deputies and the citizens the inestimable value of increased experience.

FINDINGS

F1. Inyo County Sheriff Deputies work for \$11,160.00 to \$22,032.00 per year less than the officers and deputies in the neighboring law enforcement departments of Bishop, Mono County and Mammoth Lakes.

F2. Inyo spends an average of \$133,729.25 per recruit to train a new deputy sheriff.

F3. In the last 3 ½ years, 6 Inyo deputy sheriffs have left Inyo to work for the 3 neighboring law enforcement departments.

F4. Salary was the primary or at least a major factor in the decision of each and all of the 6 deputies to leave Inyo to go to the other departments.

F5. Experience of law enforcement officers is valuable to the officers and the citizens they serve. Inyo is losing experienced deputies to neighboring departments.

F6. By our preliminary computations, raising the salaries of all 20 patrol deputies by \$1,038.00 per month would cost less than half of what is now being spent in an average year for training new recruits.

F7. Pro rata reimbursement contracts would be legally valid if signed by recruits before they accept expensive training at the expense of the Inyo County Sheriff's Department.



Inyo County

Inyo County Grand Jury
Post Office Box 401
Independence, CA 93526

RECOMMENDATIONS

R1. Prepare a comprehensive analysis of the total compensation package currently offered to starting Inyo County deputies without a Police Officers Standards and Training (POST) certificate as compared to the package offered to officers/deputies being hired with a POST certificate by local law enforcement agencies.

R2. The Inyo County Sheriff's Department should give salary raises to all of its deputies to bring their salary at least on a parity with neighboring law enforcement departments.

R3. If an Inyo County Deputy, for whom the county has funded a POST certificate, is hired by Mammoth Lakes Police Department, Bishop Police Department, or Mono County Sheriff's department within the first 4 years of service, there should be a requirement of a pro rata reimbursement to Inyo County by either the deputy or the agency hiring the deputy.



Inyo County

Inyo County Grand Jury
Post Office Box 401
Independence, CA 93526

REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows:

From the following elected county officials within 60 days:

- Inyo County Sheriff
- Inyo County Board of Supervisors.

INVITED RESPONSES

- Inyo County Administrative Officer
- Inyo County: Deputy Sheriff's Association

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

ATTACHMENTS:

- 1.) EXHIBIT A: SALARY MATRIX FROM COMPETING AGENCIES

EXHIBIT A

New Hire Deputy/Academy Costs

Academy Salary (6 months)	\$58,153.00
Clothing Allowance	\$500.00
Background Investigation	\$1,200.00
Physical	\$835.00
Psychiatric Exam	\$400.00
Academy Overtime	\$11,806.00
Academy Per Diem	\$7,775.00
Gear Bag	\$399.00
Academy Tuition	\$1,794.00
Academy Housing	\$3,910.00
Academy Ammo	\$1,155.00
FTO (trainee salary 3.5 months)	\$32,808.00
FTO (5% of yearly salary)	<u>\$7,569.00</u>
Hire/Academy Costs	\$128,304.00
Gear Costs	<u>\$5,425.25</u>
Total Costs	<u>\$133,729.25</u>



County of Inyo



County Administrator - Budget TIMED ITEMS - ACTION REQUIRED

MEETING: September 3, 2019

FROM: Clint Quilter

SUBJECT: 2019-2020 CAO Recommended Budget

RECOMMENDED ACTION:

BUDGET HEARINGS - 10:30 A.M. - Request Board conduct a public hearing to: A) collect public comment; and B) review and adopt the Fiscal Year 2019-2020 County Budget according to the schedule provided (see attached).

(If necessary, the Board of Supervisors will recess the Budget Hearing, to reconvene on a date or dates specific and noticed as required, prior to September 17, 2019, the 14-day deadline to complete the Budget Hearings.)

SUMMARY/JUSTIFICATION:

The CAO Recommended Budget can be viewed online at <https://www.inyocounty.us/Budget/2019-2020/Budget.html> and hard copies are available for public review in the Clerk of the Board of Supervisors' office.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Auditor-Controller

FINANCING:

N/A

ATTACHMENTS:

1. FY 19-20 Budget Hearing Schedule

APPROVALS:

Darcy Ellis

Created/Initiated - 8/26/2019

Amy Shepherd
Clint Quilter

Approved - 8/28/2019
Final Approval - 8/28/2019

INYO COUNTY 2019-2020 BUDGET HEARINGS SCHEDULE

A 10:00 AM COMMUNITY COUNCIL, ILLINOIS COUNTY
 STARTS 3, 2019, COMMENCING AT 10:30 A.M. IN COMMUNITY ROOM

I. Budget Message: Introduction and Summary of Fiscal Year 2019-2020 CAO Recommended Budget

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C L	449
D S	454
DWR - S ER G	458
E D	461
E P	465
G	469
G R	472
G S	475
S G 17-18	478
S G 18-19	481
I S	484
L L	490
M M T	493
M P-O	496
M P-R	500
M --G	503
N R D	508
P R	511
P	517
P S R	521
P D	524
P R	527
R W M	530
R M	536
T L P	540
W C	543

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



August 20, 2019

File No.: 825.12965.16631


RECEIVED
2019 AUG 29 PM 12:36
INYO COUNTY
ADMINISTRATOR
CLERK OF SUPERVISORS

Inyo County Board of Supervisors
P O Drawer N
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,


J. DOMINGUEZ, Captain
Commander
Bishop Area

Enclosure



HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER 19-5345	COLLISION REPORT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--------------------------------------	---

HAZMAT CASUALTIES	NO. EXPOSED/DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY <input type="checkbox"/> NONE
AGENCY PERSONNEL	0	0	0	Unincorporated	Bishop	G. Miller - Caltrans
OTHERS	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED
				Inyo	9825	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

INCIDENT DATE (MM/DD/YYYY) 08/20/2019	INCIDENT TIME 0531 HOURS	TIME CALTRANS/COUNTY ROADS NOTIFIED 0552 HOURS	TIME O.E.S. NOTIFIED 0707 HOURS	STATE HIGHWAY RELATED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	-----------------------------	---	------------------------------------	--

INCIDENT OCCURRED ON US-395 S/B	<input type="checkbox"/> AT INTERSECTION WITH <input checked="" type="checkbox"/> OR South of Gorge Road
---	--

MILEPOST INFORMATION 765.00 feet North of 395-INY-R128.00	GPS COORDINATES LATITUDE 37.263800° LONGITUDE -118.342100°
---	---

NAME (FIRST, MIDDLE, LAST) Eric Ivan Thompson	DRIVER'S LICENSE NUMBER 27575525	STATE TX	VEH. YEAR 2008	MAKE Volvo	LICENSE NUMBER P966918	STATE IL
STREET ADDRESS 4203 Montie Street			VEH. YEAR 2013	MAKE Great Dane	LICENSE NUMBER 445591ST	STATE IL
CITY/STATE/ZIP CODE Dallas, TX 75210-0000			VEH. YEAR	MAKE	LICENSE NUMBER	STATE

HOME PHONE (469) 460-2767	BUSINESS PHONE (630) 442-7227	CARRIER NAME Zupa Global, Inc.
-------------------------------------	---	--

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)	REGISTERED OWNER <input type="checkbox"/> SAME AS DRIVER GS Extreme Freight, Inc.
<input type="checkbox"/> On-site fire services	<input type="checkbox"/> Chemtrec
<input type="checkbox"/> Private info source	<input type="checkbox"/> Poison Control Center
<input type="checkbox"/> Off-site fire services	<input type="checkbox"/> Safety Data Sheet
<input type="checkbox"/> On-site non-fire services	<input type="checkbox"/> Placards/Signs
<input type="checkbox"/> Off-site non-fire services	<input type="checkbox"/> Shipping papers
<input type="checkbox"/> Computer software	<input type="checkbox"/> Emergency Response Guidebook
<input type="checkbox"/> Chemist	<input type="checkbox"/> No reference material used
<input checked="" type="checkbox"/> Other Caltrans/container labels	OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER 1000 North Villa Avenue, Villa Park, IL, 60181
	VEHICLE IDENTIFICATION NUMBER 4V4NC9TG68N499593
	VEHICLE TYPE 25 40
	CA NUMBER
	DOT NUMBER 2118139

CHEMICAL/TRADE NAME Acrylic Latex Paint	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.) 150 Gallons	EXTENT OF RELEASE Outside vehicle	PHYSICAL STATE STORED Liquid	PHYSICAL STATE RELEASED Liquid
---	-----------	------------------	--	---	--	--

CONTAINER TYPE Can/Bottle	CONTAINER CAPACITY (LBS., GAL., ETC.) 5 Gallon	CONTAINER MATERIAL Plastic, flexible	LEVEL OF CONTAINER Above ground
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CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
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CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
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PROPERTY USE State Highway	SURROUNDING AREA Open land	PROPERTY MANAGEMENT State
--------------------------------------	--------------------------------------	-------------------------------------

RELEASE FACTORS Fire/Explosion	EQUIPMENT TYPE INVOLVED No equipment involved	HAZMAT CONFIRMED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---	---

CITATION ISSUED OR COMPLAINT TO BE FILED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	PRIMARY CAUSE OF INCIDENT <input checked="" type="checkbox"/> Violation 22407 VC	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---	---

<input type="checkbox"/> Other Code violation	DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER Clear
---	--

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

<input checked="" type="checkbox"/> Sequence of events	<input checked="" type="checkbox"/> Evacuation details	<input checked="" type="checkbox"/> Cleanup actions	<input checked="" type="checkbox"/> CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)
<input checked="" type="checkbox"/> Road closures	<input checked="" type="checkbox"/> Environmental impact	<input checked="" type="checkbox"/> Actions of other agencies	

COMPLETE THE FOLLOWING

<input checked="" type="checkbox"/> Incident Action Plan	<input checked="" type="checkbox"/> Site Safety Plan	<input checked="" type="checkbox"/> Proposition 65 Letters: County Health/County Board of Supervisors
--	--	---

DATE AND TIME SCENE DECLARED SAFE 08/21/2019 1800 HOURS	BY WHOM (NAME, TITLE AND AGENCY) Clint Weier, Maintenance Area Superintendent, Caltrans
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PREPARER'S NAME, RANK, AND ID NUMBER B. Gardea, SGT, 16631	DATE 08/22/2019	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
--	---------------------------	--------------------------------------	------

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

BAKERSFIELD DISTRICT OFFICE
4800 STOCKDALE HWY, STE 213
BAKERSFIELD, CA 93309
(661) 395-2731



August 21, 2019

Board of Supervisors
P.O. Box Drawer N
Independence, CA 93526

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

R&G FUEL, INC.
DBA: BIG PINE MOBIL
356 N MAIN ST, BIG PINE, CA 93513
File: 20-596787

Dear: City Council

This is to inform you that pursuant to an amendment to Section 23803 of the Business and Professions Code which became effective January 1, 1998, the Department is required to notify local governing bodies of any petition to remove or modify conditions on an alcoholic beverage license.

Please be advised that the above-referenced licensee, whose currently licensed premises is within your jurisdiction, has petitioned the Department to remove or modify certain conditions on their alcoholic beverage license. I have enclosed the following items for your information and consideration:

1. A copy of Section 23803 of the Business and Professions Code.
2. A copy of the existing Petition for Conditional License, which contains the license conditions, and the grounds for their original imposition.
3. A copy of the licensee's letter describing the conditions the licensee is seeking to remove or modify.

According to the provisions of Section 23803 Business and Professions Code, you have thirty (30) days to file a written objection to the modification/removal of these conditions. If you have any questions or need any additional assistance in this matter, please do not hesitate to contact Adelina Moran, Licensing Representative at (661) 395-2733.

Sincerely,

A handwritten signature in blue ink that reads "Victoria Wood".

Victoria Wood
Supervising Agent

Enclosure

Section 23803 - Business and Professions Code

Effective January 1, 1998

Section 23803: Statutes of 1997, Chapter 454: SB 609 (Karnette)

Section 23803 has been amended to require the department to notify the local governing body of any petition to remove or modify conditions. The local governing body has 30 days in which to object to the modification or removal. A hearing shall be held on the objection if the department recommends approval of the petition. Section 23803 will read as follows:

23803. The department, upon its own motion or upon the petition of a licensee or a transferee who has filed an application for the transfer of the license, if it is satisfied that the grounds which caused the imposition of the conditions no longer exist, shall order their removal or modification, provided written notice is given to the local governing body of the area in which the premises are located. The local governing body has 30 days to file written objections to the removal or modification of any condition. The department may not remove or modify any condition to which an objection has been filed without holding a hearing as provided in Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

Any petition for the removal or modification of a condition pursuant to this section shall be accompanied by a fee of one hundred dollars (\$100).

**BEFORE THE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
OF THE STATE OF CALIFORNIA**

IN THE MATTER OF THE APPLICATION OF

R&G FUEL, INC.
BIG PINE MOBIL
356 N MAIN ST
BIG PINE, CA 93513

} FILE 20-596787

}

} REG.

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**PETITION FOR CONDITIONAL
LICENSE**

For Issuance of an Off-Sale Beer And Wine - License

Under the Alcoholic Beverage Control Act

WHEREAS, petitioner(s) has/have filed an application for the issuance of the above-referred-to license(s) for the above-mentioned premises; and,

WHEREAS, the proposed premises and/or parking lot, operated in conjunction therewith, are located within 100 feet of residences(s); and,

WHEREAS, issuance of the applied-for license without the below-described conditions would interfere with the quiet enjoyment of the property by nearby residents and constitute grounds for the denial of the application under the provisions of Rule 61.4, of Chapter 1, Title 4, of the California Code of Regulations; and,

WHEREAS, the issuance of an unrestricted license would be contrary to public welfare and morals;

NOW, THEREFORE, the undersigned petitioner(s) do/does hereby petition for a conditional license as follows, to-wit:

- 1 Sales and service of alcoholic beverages shall be permitted only between the hours of 06:00 a.m. and 10:00 p.m., each day of the week.
- 2 The petitioner(s) shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control, as depicted on the ABC-257 dated 08/07/2018 and ABC-253 dated 08/07/2018.



Initials

3 No alcoholic beverages shall be consumed on any property adjacent to the licensed premises under the control of the licensee(s) as depicted on the ABC-257 dated 08/07/2018 and ABC-253 dated 08/07/2018.


4 Loitering is prohibited on or around these premises or this area under the control of the licensee(s) as depicted on the ABC-257 dated 08/07/2018 and ABC-253 dated 08/07/2018.

This petition for conditional license is made pursuant to the provisions of Sections 23800 through 23805 of the Business and Professions Code and will be carried forward in any transfer at the applicant-premises.

Petitioner(s) agree(s) to retain a copy of this petition on the premises at all times and will be prepared to produce it immediately upon the request of any peace officer.

The petitioner(s) understand(s) that any violation of the foregoing condition(s) shall be grounds for the suspension or revocation of the license(s).

DATED THIS 12th DAY OF Sep, 2018.



Applicant/Petitioner

TO: Department of Alcoholic Beverage Control of the State of California

My name is Ranjit Singh and I am the President of R&G Fuel, Inc. I am requesting that the Off-Sale Beer and Wine License, granted to the Big Pine Mobil located at 356 N Main St., Big Pine, CA 93513, be amended so that the sale of alcoholic beverages permitted until 2 a.m. This request is being made because this location has changed its operating hours to 24 hours a day and demand has increased significantly since we began operations.

Thank you for your consideration. If you have any questions, please feel free to contact me at (760) 455-0367 or via email at sjausa@gmail.com.

Kindest Regards,

Ranjit Singh
President, R&G Fuel, Inc.

R&G Fuel Inc.
BIG PINE MOBIL
365 N Main St.
Big Pine, CA 93513

TO: CA Department of Alcoholic Beverage Control

Petition For Renewal of an Off-Sale Beer and Wine – License
Ref: File 20-596787

This petition is being made by R&G Fuel Inc. and is in reference to File 20-596787, in the matter of the application of R&G Fuel Inc. BIG PINE MOBIL.

WHEREAS the CA Department of Alcoholic Beverage Control granted R&G Fuel Inc. BIG PINE MOBIL an Off- Sale Beer and Wine – License valid from September 21, 2018

WHEREAS R&G BIG PINE MOBIL has remained with in good standing and compliant to the restrictions of the aforementioned license

WHEREAS the aforementioned license will expire on August 31, 2019

WHEREAS the R&G BIG PINE MOBIL has since issuance of license become a convenient store with business hours of 12:00 a.m. to 12:00 a.m. (24 hours)

NOW, THEREFORE, the undersigned petitioner does hereby petition for a renewal of a conditional license as follows, to-wit

1. Sales and service of alcoholic beverages shall be permitted only between the hours 06:00 a.m. and 02:00 a.m., each day of the week
2. The petitioner shall be responsible for maintaining free of litter the area adjacent to the premises over which they have control, as depicted on the ABC-257 dated 08/07/2018 and ABC-253 dated 08/07/2018


Initials

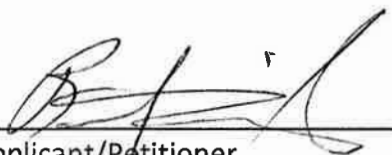
3. No alcoholic beverages shall be consumed on any property adjacent to the licensed premises under the control of the licensee(s) as depicted on the ABC-257 dated 08/07/2018 and ABC-253 dated 08/07/2018
4. Loitering is prohibited on or around these premises or this under the control of the licensee(s) as depicted on the ABC-257 dated 08/07/2018 and ABC 253 dated 08/07/2018

This petition for conditional license is made pursuant to the provision of sections 23800 through 23805 of the Business and Professions Code and will be carried forward in any transfer at the applicant-premises.

Petitioner(s) agree(s) to retain a copy of this petition of the premises at all times and will be prepared to produce it immediately upon the request of any peace officer.

The petitioner(s) understand(s) that any violation of the foregoing condition shall be grounds or revocation of the license(s).

Dated this 8 Day of AUG 2019



Applicant/Petitioner