

Agenda



County of Inyo Board of Supervisors

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

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

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

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

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

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

October 4, 2022 - 8:30 A.M.

AMENDED

1. ***PUBLIC COMMENT ON CLOSED SESSION ITEM(S)*** (*Comments may be time-limited.*)

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9*** – Name of case: *Hollowell v. County of Inyo et al.* (ICSI-CVCV-2021-66822).
3. ***CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6*** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –**
Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case. Facts and circumstances: CalRecycle Threatened Compliance Order for Mandatory Commercial Recycling Program Implementation Gap(s).
5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957 –** Title: County Administrator.

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

- 10 A.M.**
6. **PLEDGE OF ALLEGIANCE**
 7. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
 8. **PUBLIC COMMENT** (Comments may be time-limited)
 9. **COUNTY DEPARTMENT REPORTS**
 10. **PROCLAMATION** - Request Board approve a proclamation declaring October 10, 2022 as Indigenous People's Day in Inyo County.

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

11. **Clerk-Recorder** - Request Board approve Resolution No. 2022-37, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, authorizing the Inyo County Clerk-Recorder to establish an Electronic Recording Delivery System," and authorize the Chairperson to sign.
12. **Clerk-Recorder** - Request Board, pursuant to Elections Code section 10515, appoint in-lieu of election nominees who filed Declarations of Candidacy during the filing period for the November 8, 2022 General Election and/or interested, qualified candidates who did not submit Declarations of Candidacy as indicated on the attached Clerk's Certificates.
13. **Health & Human Services - Behavioral Health** - Request Board ratify and approve Modification No. 1 to the Subcontract Agreement and HIPAA Privacy Compliance Agreement between the County of Inyo and Advocates for Human Potential of Sudbury, MA, effective July 21, 2022, and authorize the HHS Director to sign the modification and Business Associate Agreement.

ADDENDUM 1 13a. **County Counsel** - Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

ADDENDUM 2 13b. **Public Works – Recycling & Waste Management** - Request Board approve Resolution No. 2022-39, titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees for the Disposal of Items Associated with the Fairview Fire Clean Up," and authorize the Chairperson to sign.

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

14. **County Administrator - Economic Development** - Request Board receive presentation/update from Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County.
15. **Treasurer-Tax Collector** - Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors, State of California, Rescinding Section 3.20.035 of the Inyo County Code," and schedule enactment for October 11, 2022, in the Board of Supervisors Chambers, County Administrative Center, Independence.
16. **Health & Human Services - Health/Prevention** - Request Board amend the Fiscal Year 2022-2023 Tobacco Budget (Budget 640322) as follows: increase revenue in Operating Transfer In (4998) by \$43,463 and increase appropriation in Prior Year Refund (5499) by \$43,463 (*4/5ths vote required*) and approve the return of funds to the California Department of Public Health (CDPH) in the amount of \$43,463.00 for unspent grant funds from the Inyo Tobacco Prevention and Education Program.
17. **Health & Human Services - Social Services** - Request Board change the Authorized Strength in the Health and Human Services Department by modifying one (1) FIRST Supervisor at Range 78 (\$6,210 - \$7,545) to a FIRST Supervisor at Range 76 (\$5,923 - \$7,202).
18. **Water Department** - Request Board: A) approve revised job description for the Research Assistant position to include saltcedar control duties and training requirements; and B) change the Authorized Strength in the Water Department by modifying one Research Assistant, Range 62 (\$4,257-\$5,176), to a Research Assistant, Range 64 (\$4,461-\$5,419).
19. **Public Administrator-Public Guardian** - Request Board receive a presentation on the Office of the Public Guardian.
20. **Clerk of the Board** - Request Board approve the minutes of the regular meeting of September 20, 2022 and the budget hearings of September 20, 2022.

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

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

BOARD MEMBERS AND STAFF REPORTS



**PROCLAMATION
OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA DECLARING OCTOBER 10, 2022 AS
INDIGENOUS PEOPLES' DAY IN INYO COUNTY**



WHEREAS, California is home to one of the largest and most diverse populations of Indigenous peoples anywhere in the United States; and

WHEREAS, since the first contact with Europeans in the mid-1700s, peoples indigenous to California have lived their lives in defiance of forces of oppression, violence, and discrimination, including the genocidal “war of extermination” directed by California’s first governor in 1851; and

WHEREAS, for centuries prior, the Native peoples of California, including Inyo County, thrived in their homelands, serving as dedicated stewards of the land as they engaged in agriculture, irrigation, hunting, fishing, promoting ecological diversity, and protecting and preserving their resources; and

WHEREAS, present-day Inyo County has been the home for thousands of years of the Mono tribe, Coso people, Timbisha, Kawaiisu, and Paiute Native Americans; and

WHEREAS, thousands of their descendants, including the Paiute (Nuumu), Timbisha, and Shoshone (Newe) tribes, continue to live in their traditional homelands in the Owens Valley and Death Valley National Park; and

WHEREAS, the injustices carried out on the Native peoples’ homelands and against their ancestors is a trauma that impacts our Native American communities to this day, even as they still face long-existing disadvantages and ongoing discrimination; and

WHEREAS, in recognition of this dark history and lasting cultural trauma, the Inyo County Board of Supervisors supports steps taken by the State toward reconciliation and greater equity for California’s Indigenous peoples, including a formal apology to all California Native Americans and establishment of a California Truth and Healing Council; and

WHEREAS, the Inyo County Board of Supervisors especially encourages and supports localized efforts to promote healing among Indigenous communities, shine a light on historical injustices against Native Americans, correct inaccurate historical accounts, and educate non-Native populations about ancestral homelands; and

WHEREAS, State and National observances of Indigenous Peoples’ Day – held the second Monday in October – give us all an opportunity to reflect on our nation’s past and learn more about local tribes and their cultures.

NOW, THEREFOR BE IT PROCLAIMED, in recognition of the State and National observances, the Inyo County Board of Supervisors hereby declares October 10, 2022 as Indigenous Peoples’ Day in Inyo County, and by doing so pays tribute and respect to the culture, diversity, land stewardship, and resiliency of all of our Native American peoples.

APPROVED AND ADOPTED this 4th day of October 2022, by the Inyo County Board of Supervisors.

Jennifer Roeser,
Vice Chairperson, County of Inyo Board of Supervisors

Attest: **NATHAN GREENBERG**
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



Clerk-Recorder

CONSENT - ACTION REQUIRED

MEETING: October 4, 2022

FROM: Danielle Sexton

SUBJECT: Authorization to Establish an Electronic Recording Delivery System

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-37, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, authorizing the Inyo County Clerk-Recorder to establish an Electronic Recording Delivery System," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Under Government Code § 27391, the Board of Supervisors may authorize by resolution the County Clerk-Recorder to establish an Electronic Recording Delivery System (ERDS) and obtain system certification from the ERDS Program as established by the Attorney General.

The Electronic Recording Delivery Act (ERDA) of 2004 requires the Attorney General to certify and provide oversight for any electronic recording delivery system being developed by a county. The Attorney General has established the ERDS Program within the Department of Justice, which is responsible for implementing the requirements of the law.

The Resolution provides approval to the County Clerk-Recorder to sign the ERDS Memorandum of Understanding between Inyo County and the Department of Justice (DOJ) to establish participation and cost-sharing in a statewide Electronic Recording Delivery System. The annual fee from the DOJ is for the direct cost of the regulation and oversight by the Attorney General. As provided on the attached MOU and supporting materials, the Fiscal Year 2022/2023 fee calculated for Inyo County is \$112.46 and is based on the County's total prior annual year recorded documents. As the fee is based on annual filings, the expense will vary by the volume of documents processed by our office. The initial County contribution and annual support charges will be offset by future revenue generated by the ERDS program. The annual cost and any other service-related costs will be paid by the statutory surcharge assessed on recorded Real Property instruments. If Inyo's direct expenses were to exceed the revenue generated by the ERDS program, the cost will be paid from the Recorder Modernization Trust Fund.

There are 43 California counties with an established ERDS program and the collection of the \$1 offset fee. Upon gathering of the required data to justify a local fee for this program, the Clerk-Recorder will bring forth a fee resolution for your Board to consider. Eventually, electronic recording will be mandated in all counties in California. It is recommended that the Board approve the Inyo County Clerk-Recorder's participation in this program at no cost to the County General fund and with potential revenue to maintain the system and pay any

annual contributions to the Attorney General in future years.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this Resolution authoring the Clerk-Recorder to establish an ERDS program for e-recording documents in Inyo County. This is not recommended as it would result in the continued practice of only accepting hard-copied original documents for recording real property transactions.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Fiscal Year 22/23 fee calculated by the DOJ for Inyo County is \$112.46 and is based on the County's total prior annual year recorded documents. As the fee is based on annual filings, the annual expense charged to Inyo County will vary by the volume of documents processed by the Inyo County Recorder's Office. Initial County contribution and annual support charges will be offset with future revenue generated by the ERDS program.

ATTACHMENTS:

1. Resolution 2022-37 - ERDS Program
2. Exhibit No. 1/MOU

APPROVALS:

| | |
|-----------------|-------------------------------|
| Danielle Sexton | Created/Initiated - 9/19/2022 |
| Darcy Ellis | Approved - 9/19/2022 |
| Danielle Sexton | Approved - 9/21/2022 |
| John Vallejo | Approved - 9/22/2022 |
| Amy Shepherd | Final Approval - 9/22/2022 |

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE INYO COUNTY CLERK-RECORDER TO ESTABLISH AN ELECTRONIC RECORDING DELIVERY SYSTEM

WHEREAS, Assembly Bill 578, Chapter 621, September 21, 2004 added to the Government Code, Chapter 6, sections 27390 through 27399, and established the Electronic Recording Delivery Act (ERDA) of 2004. Government Code section 27391(a) authorizes a County Recorder upon approval by a resolution of the Board of Supervisors to establish an electronic recording delivery system, for the delivery, and, when applicable, return of specified digitized electronic records and digital electronic records upon system certification by the Electronic Recording Delivery Systems (ERDS) Program.

WHEREAS, the California Attorney General has established regulations and has been delegated the authority for system certification, regulations and oversight of the ERDS Program and the County Recorder shall comply with all ERDS regulations; and

WHEREAS, Government Code section 27391 authorizes a County Recorder to enter into a contract with an allowed vendor as an Authorized Submitter seeking approval of software and other services as part of an electronic recording delivery system; and

WHEREAS, Government Code section 27397(c)(2) authorizes a County Recorder to impose a fee upon any vendor seeking approval of software and other services as part of an electronic recording delivery system and upon any entity seeking to contract as an Authorized Submitter; and

WHEREAS, Government Code section 27397(c)(1) authorizes the county to impose a fee in an amount up to and including one dollar (\$1) for each recorded Real Property instrument, paper, or notice that is recorded by the county.

NOW, THEREFORE, BE IT RESOLVED by the County of Inyo Board of Supervisors as follows:

1. The County Recorder may participate in Electronic Recording Delivery System as set forth in Government Code section 27390 et seq.
2. The County of Inyo Clerk-Recorder is hereby appointed as the County's agent to conduct all negotiations, execute and submit all documents necessary for the completion of an ERDS Program.

[CONTINUED ON NEXT PAGE]

3. The Inyo County Clerk-Recorder is hereby authorized to enter into the Memorandum of Understanding with the Department of Justice to establish an ERDS Program, before system certification, agreeing to the computer System Administration Fee and annually thereafter pursuant to the terms of the Memorandum of Understanding. The Memorandum of Understanding is attached hereto as Exhibit 1.
4. The County of Inyo Clerk-Recorder shall issue payments to the ERDS Program for the County's proportionate share of the System Administrative Fee pursuant to the terms of the Memorandum of Understanding.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST: Nathan Greenberg
Clerk of the Board of Supervisors

BY: _____
Darcy Ellis
Assistant Clerk of the Board

Exhibit 1

Electronic Recording Delivery System Memorandum of Understanding

Parties

This Memorandum of Understanding (MOU) is between the California Department of Justice, hereinafter referred to as the "DOJ," and the County of Inyo, hereinafter referred to as "County."

Purpose

The Legislature passed the Electronic Recording Delivery Act of 2004 (Gov. Code, §§ 27390-27399;¹ "ERDA") to enable counties to electronically accept, record, and return certain instruments affecting a right, title, or interest in real property. Subdivision (a) of section 27397 provides that a "county establishing an electronic recording delivery system [ERDS] . . . shall pay for the direct cost of regulation and oversight by the Attorney General." The purpose of this MOU is to memorialize the parties' understanding of how these costs are calculated and apportioned.

Acknowledgments

The parties acknowledge that under the ERDA, certain statutory duties must be performed before a county puts its electronic recording system into operation. For example, the Attorney General must evaluate and certify the ERDS selected by each county (§ 27391(a); § 27392(a)); "approve software and other services" (§ 27392(b)); establish a list of approved computer security auditors (§ 27394), conduct criminal background checks (§ 27395); certify that each county's submission method will be secure (§ 27397.5(d)); and may, from time to time, "adopt regulations for the review, approval, and oversight of electronic recording delivery systems" (§ 27393(a)). These duties entail costs which cannot be adequately recouped through the collection of recording fees authorized in section 27397. Each participating county is responsible for paying, among other things, its proportionate share of the costs of developing, operating, and monitoring its ERDS. (§ 27397(a).)

¹ All statutory references are to the Government Code.

Agreement

The DOJ and County hereby agree that County will pay the DOJ for the County's proportionate share of the DOJ's direct costs for regulation and oversight, as specified in the ERDA,

General Provisions

County agrees to pay the DOJ for the County's proportionate share of the direct costs of carrying out the DOJ's obligations under the ERDA, which costs may include all or part of the following: staff, consultant, and vendor costs for program development and implementation including hearings, meetings, travel, site visits, minutes, mailing, legal review of regulations, procedure and forms development, advertisement, and drafting, review, and approval of regulations. Extensions of this MOU beyond the first year will be made by addendum to the MOU. This will allow the DOJ to issue a new estimated cost figure, via the Letter of Intent process, for the next fiscal year that includes the cost of regulation and oversight without requiring the parties to sign a new MOU. The County's estimated cost calculations for succeeding fiscal years will be prepared by DOJ and will follow the annual Letter of Intent process.

Cost to County Formula

The direct cost of developing and adopting regulations, and the costs of regulation and oversight under the ERDA, are allocated to each county based upon the total number of documents recorded and filed the previous year, as reported to the Office of the Insurance Commissioner. (See § 27296.) The formula to determine a county's proportionate cost is set by the total documents recorded and filed per individual county, divided by the total documents recorded and filed by all participating counties. The percentage figure obtained for each county is applied to the estimated annual costs of the Attorney General to arrive at an individual county figure.

Cost of the Attorney General

The estimated costs of the Attorney General are those costs projected to be incurred in the next fiscal year, as well as the costs actually incurred to date. County agrees to pay the DOJ for actual expenditures incurred and in accordance with the final costs identified herein, which is attached hereto and made a part of this MOU. The County shall annually provide to the DOJ the total documents recorded and filed as reported to the Office of the Insurance Commissioner for the previous year. (§27296.) The DOJ shall issue an annual estimated cost to the County based on the Cost to County Formula. The final cost to the County will be incorporated herein by reference.

Payback and/or Carry Over

If the actual costs exceed the estimated costs, the following year's estimated direct costs will be adjusted to capture the additional costs; the following year's estimated costs along with the previous year's adjusted amount will then be used as the base for redistribution to each participating county. If the total actual costs are less than the estimated costs, the following year's estimated direct costs will be adjusted to capture the decreased costs; the following year's estimated costs along with the previous year's adjusted amount will then be used as the new base for redistribution to each participating county.

DOJ Reporting

The DOJ shall report to the County every ninety (90) days on the expenditures made by the DOJ to carry out its statutory obligations under the ERDA.

Payment

County shall pay to the DOJ a lump sum of the final proportionate cost owed by the County, as incorporated herein by reference, toward the direct cost to be incurred by the DOJ. Payments to the DOJ shall be deposited in the Electronic Recording Authorization Account, which is hereby created in the Special Deposit Fund.

Payment Method

Upon receipt of the signed MOU from each county, the DOJ representative will sign and return a copy of the MOU to the county representative as identified herein, for their records. A copy of the signed MOU will be forwarded to the DOJ accounting office, which will generate an invoice for payment due. Upon receipt of the invoice, the county will send the said lump sum payment along with the bottom portion of the invoice to the address as referenced in the MOU and on the Invoice.

Payment shall reference the invoice number and customer number and shall be made to:

California Department of Justice
Accounting Office, Cashiering Unit
PO Box 944255
Sacramento, CA 94244-2550

Term

The term of this MOU will be from the date this MOU is signed by the DOJ and County MOU representatives until the end of Fiscal Year 2022/23. An MOU will automatically renew unless one or both parties object or there are modifications to the MOU which would require mutual agreement and signatures by both parties.

A County Recorder reserves the right to terminate this MOU upon thirty (30) days written notice to the DOJ. Refunds of payment toward regulation and oversight will be prorated as incurred in the fiscal year at the time of termination. Upon termination of the MOU, without the mutual intent of the parties to renew, the County Recorder shall cease operation of its ERDS.

Memorandum of Understanding Representatives during the term of this MOU will be:

- Department of Justice
Name: John Navarrete, Field Representative
Phone: (916) 210-3144
Fax: (916) 227-0595
E-Mail: John.Navarrete@doj.ca.gov

- Inyo County-MOU representative (please complete):

Name/Title: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

Fax: _____

E-Mail: _____

Agreed and Accepted

Certification of MOU Representatives

I certify that I have read and understand the foregoing statements and agree to comply with the requirements of this MOU:

County: Inyo

Department of Justice

Name: _____

Name: _____

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Please return the completed MOU to:

California Department of Justice
Electronic Recording Delivery System (ERDS)
PO Box 160968
Sacramento, CA 95816-0968

Attachments: Final Proportionate Cost (Attachment A)
Expenditure Report (Attachment B)

**FINAL PROPORTIONATE COST
FOR COUNTY RECORDERS TO
FUND DOJ PROGRAM COSTS**

| County | Recordings* | % of Recordings (Based on Letter of Intent) | Final County Cost FY 2022/2023 |
|-----------------|-------------|---|-----------------------------------|
| Total | 10,481,004 | | 326,068 |
| Alameda | 409,856 | 3.91% | 12,750.78 |
| Alpine | 1,003 | 0.01% | 31.20 |
| Butte | 66,081 | 0.63% | 2,055.80 |
| Calaveras | 25,186 | 0.24% | 783.55 |
| Contra Costa | 415,119 | 3.96% | 12,914.51 |
| Del Norte | 6,153 | 0.06% | 191.42 |
| El Dorado | 149,541 | 1.43% | 4,652.28 |
| Fresno | 213,640 | 2.04% | 6,646.42 |
| Glenn | 7,698 | 0.07% | 239.49 |
| Humboldt | 36,451 | 0.35% | 1,134.00 |
| Imperial | 33,311 | 0.32% | 1,036.32 |
| Inyo | 3,615 | 0.03% | 112.46 |
| Kern | 243,160 | 2.32% | 7,564.80 |
| Kings | 34,213 | 0.33% | 1,064.38 |
| Lake | 21,801 | 0.21% | 678.24 |
| Los Angeles | 1,938,719 | 18.50% | 60,314.28 |
| Madera | 40,516 | 0.39% | 1,260.47 |
| Marin | 90,047 | 0.86% | 2,801.40 |
| Mendocino | 26,254 | 0.25% | 816.77 |
| Merced | 58,427 | 0.56% | 1,817.69 |
| Modoc | 3,713 | 0.04% | 115.51 |
| Mono | 9,023 | 0.09% | 280.71 |
| Monterey | 100,982 | 0.96% | 3,141.59 |
| Napa | 47,890 | 0.46% | 1,489.88 |
| Nevada | 40,231 | 0.38% | 1,251.60 |
| Orange | 778,718 | 7.43% | 24,226.21 |
| Placer | 186,240 | 1.78% | 5,794.00 |
| Plumas | 10,231 | 0.10% | 318.29 |
| Riverside | 766,358 | 7.31% | 23,841.69 |
| Sacramento | 494,090 | 4.71% | 15,371.33 |
| San Benito | 22,662 | 0.22% | 705.02 |
| San Bernardino | 686,869 | 6.55% | 21,368.75 |
| San Diego | 1,036,185 | 9.89% | 32,236.11 |
| San Francisco | 219,578 | 2.10% | 6,831.15 |
| San Joaquin | 217,441 | 2.07% | 6,764.67 |
| San Luis Obispo | 103,560 | 0.99% | 3,221.79 |
| San Mateo | 210,928 | 2.01% | 6,562.05 |
| Santa Barbara | 112,069 | 1.07% | 3,486.51 |
| Santa Clara | 520,431 | 4.97% | 16,190.81 |
| Santa Cruz | 47,342 | 0.45% | 1,472.83 |
| Shasta | 63,932 | 0.61% | 1,988.95 |
| Siskiyou | 13,480 | 0.13% | 419.37 |
| Solano | 156,938 | 1.50% | 4,882.40 |
| Sonoma | 140,990 | 1.35% | 4,386.25 |
| Stanislaus | 147,987 | 1.41% | 4,603.93 |
| Sutter | 28,940 | 0.28% | 900.33 |
| Tehama | 18,298 | 0.17% | 569.26 |
| Tulare | 113,423 | 1.08% | 3,528.63 |
| Tuolumne | 20,356 | 0.19% | 633.28 |
| Ventura | 248,663 | 2.37% | 7,736.00 |
| Yolo | 63,199 | 0.60% | 1,966.14 |
| Yuba | 29,466 | 0.28% | 916.70 |
| | 10,481,004 | | \$326,068.00 |

*Recordings are based on what the counties submitted to the Insurance Commissioner in 2021 per the LOI

PROJECTIONS
ERDS Expenditure/Collections Report

COLLECTIONS

| | |
|---|-----------|
| YTD Collections (November 2004 through June 2022) | 4,939,167 |
| Interest on Collections | 50,666 |
| Total Collections | 4,989,833 |

EXPENDITURES

| | |
|---|-----------|
| Summary of ERDS Program Expenditures (November 2004 through June 2022) | 4,881,714 |
| 2022-23 ERDS Projected Expenditures | 326,068 |
| 1/ Expenditure Credit Applied to (2022-23) for Subsequent Years (2021-22) | - |
| 2022-23 Projected MOUs | 326,068 |



County of Inyo



Clerk-Recorder

CONSENT - ACTION REQUIRED

MEETING: October 4, 2022

FROM: Danielle Sexton

SUBJECT: Appointing in-lieu of Election Candidates Who Filed for Special Districts for the November 8, 2022 Uniform District Election as per the Clerk's Certificates

RECOMMENDED ACTION:

Request Board, pursuant to Elections Code section 10515, appoint in-lieu of election nominees who filed Declarations of Candidacy during the filing period for the November 8, 2022 General Election and/or interested, qualified candidates who did not submit Declarations of Candidacy as indicated on the attached Clerk's Certificates.

SUMMARY/JUSTIFICATION:

Elections Code §10515 provides that, if 83 days prior to a general election, only one individual has submitted a declaration of candidacy (or in the case of multi-member boards, the number of vacancies equals or exceeds the number of individuals who have submitted declarations of candidacy), the Board of Supervisors shall appoint those individuals to fill the open positions in lieu of holding an election. Additionally, section 10515 provides that, if 83 days prior to a general election, nobody has submitted a declaration of candidacy for an open position, the Board of Supervisors shall appoint any interested, qualified individual.

As reflected in the attached Clerk's Certificate, there are numerous boards and districts within the County where section 10515 comes into play due to either a limited number of individuals submitting a declaration of candidacy or no individuals submitting a declaration of candidacy. These boards and districts include: the Southern Inyo Fire Protection District, the Northern Inyo Healthcare District, the Southern Inyo Healthcare District, the Inyo-Mono Resources Conservation Board, the Big Pine Community Services District, the Darwin Community Services District, the Eastern Sierra Community Services District, the Independence Community Services District, the Indian Creek Westridge Community Services District, the Keeler Community Services District, the Lone Pine Community Services District, the Mesa Community Services District, the Olancha Community Services District, the Sierra North Community Services District, the Starlite Community Services District, the Big Pine Fire Protection District, the Independence Fire Protection District, the Lone Pine Fire Protection District, and the East Independence Sanitary District.

Staff recommends that your Board appoint the individuals listed on the attached Clerk's Certificates for each of the above-listed boards or districts per Election Code 10515.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to issue an order declaring candidates appointed in lieu of election. This is not recommended as it would be contradictory to Elections Code §10515.

OTHER AGENCY INVOLVEMENT:

FINANCING:

No financial impact.

ATTACHMENTS:

1. Clerk's Certificates

APPROVALS:

Danielle Sexton

Darcy Ellis

Danielle Sexton

John Vallejo

Created/Initiated - 9/22/2022

Approved - 9/23/2022

Approved - 9/28/2022

Final Approval - 9/28/2022

★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Southern Inyo Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 2-year terms and two 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are: **None**
4. The number of vacancies remaining is: **4**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **4** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
Linda Lee- 4-year term
Robin Flinchum- 4-year term

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy



Caroline Nott

From: Southern Inyo Fire PD <sifpd@yahoo.com>
Sent: Monday, September 12, 2022 1:31 PM
To: Caroline Nott
Subject: SIFPD Election Candidate

Caroline,

Here is candidate #1, Linda Lee. Please see her email below for letter of intent.

Mike

Southern Inyo Fire Protection District
Working together to keep the heart of the Mojave safe!

PO Box 51 · Tecopa, CA · 92389
Phone/Fax: (760).852.4130
Email: sifpd@yahoo.com

----- Forwarded Message -----

From: Linda Lee <flinnlee0@gmail.com>
To: Southern Inyo Fire PD <sifpd@yahoo.com>
Sent: Thursday, September 8, 2022 at 10:45:06 PM PDT
Subject: Re: Election Letter from County

Dear Inyo County Board of Supervisors

It is my intent to continue to be on the Board for the Southern Inyo County Fire Dept in Tecopa, I recently started serving on the Board in July and would be honored to continue to do so.

Thank you
Linda Lee

RECEIVED SEP 12 2022

Inyo County Board of Supervisors

c/o Caroline Nott

Inyo County Clerk/Recorder Office

Drawer F

Independence, CA 93526

September 7, 2022

Dear Inyo County Board of Supervisors:

I am writing to express my interest in remaining a board member with the Southern Inyo Fire Protection District. I am a current board member, serving as the board chairperson, and have served as a board member or auxiliary volunteer for the past fifteen years. As a long term property owner in the area, I have a vested interest in the success of the SIFPD and as a long term volunteer, I have some knowledge and experience that I hope is useful to the District.

Sincerely,

Robin Flinchum

RECEIVED SEP 12 2022

★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Northern Inyo Healthcare District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:
Jean Turner- 4-year term
Melissa Best-Baker- 4-year term
4. The number of vacancies remaining is: 1

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Jean Turner – 4-year term
Melissa Best-Baker- 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is 1 remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: _____

Deputy

★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Southern Inyo Healthcare District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:

Bruce Branson – 4-year term
Jaqueline Hickman – 4-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Bruce Branson – 4-year term
Jaqueline Hickman – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no remaining** vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy

★ **CLERK'S CERTIFICATE** ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Inyo-Mono Resource Conservation Board** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 2-year terms and three 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:

None
4. The number of vacancies remaining is: **5**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **5** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT


None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy



★ **CLERK'S CERTIFICATE** ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:
Jeri Stout – 4-year term
Bryanna Vaughan – 4-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Jeri Stout – 4-year term
Bryanna Vaughan – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no remaining** vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy

★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Darwin Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one- 2-year term and three- 4-year terms.**
3. The names of the persons submitting Declarations of Candidacy are:
James Hunolt – 2-year term
Michael Laemmle – 4-year term
Ruth Tallent – 4-year term
Samuel Rosan – 4-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

James Hunolt – 2-year term term
Michael Laemmle – 4-year term term
Ruth Tallent – 4-year term term
Samuel Rosan – 4-year term term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no remaining** vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy

★ **CLERK'S CERTIFICATE** ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Eastern Sierra Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:

Robert Winzenread – 4-year term
Seth Carr – 4-year term
Walt Pachucki – 4-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Robert Winzenread – 4-year term
Seth Carr – 4-year term
Walt Pachucki – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no remaining** vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy

★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

- 1. Declarations of Candidacy for office on the Board of Directors of the **Independence Community Services District** are required to be filed with the County Clerk;
- 2. The number of offices to be filled for said District is **five 4-year terms**.
- 3. The names of the persons submitting Declarations of Candidacy are: **None**
- 4. The number of vacancies remaining is: **5**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **5** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy



★ **CLERK'S CERTIFICATE** ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Indian Creek Westridge Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:
Jeff Anderson – 4-year term
Ted Williams – 4-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Jeff Anderson – 4-year term
Ted Williams – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no remaining** vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy

★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Keeler Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two- 2-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:

Sherry Cosgrove – 2-year term
Tammy Hursell – 2-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Sherry Cosgrove – 2-year term
Tammy Hursell – 2-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no remaining** vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: _____

Deputy

★ **CLERK'S CERTIFICATE** ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are: **None**
4. The number of vacancies remaining is: **2**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **2** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:


NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy



★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Mesa Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are: **None**
4. The number of vacancies remaining is: **3**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **3** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:


NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy



★ CLERK'S CERTIFICATE ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Olancha Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two- 2-year terms and two- 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:
Norman Sahm – 2-year term
Dennis Smith – 2-year term
Robert Olin – 4-year term
Jennifer Gordon – 4-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Norman Sahm – 2-year term
Dennis Smith – 2-year term
Robert Olin – 4-year term
Jennifer Gordon – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No remaining** vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy

★ **CLERK'S CERTIFICATE** ★
STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Sierra North Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **three 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:

Sagette Gilbert – 4-year term
Ryan Naranjo – 4-year term
4. The number of vacancies remaining is: **1**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Sagette Gilbert – 4-year term
Ryan Naranjo – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **1** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS


DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
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I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Starlite Community Services District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:
ROBERT HARDIN – 4-year term
4. The number of vacancies remaining is: **1**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

ROBERT HARDIN – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **1** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

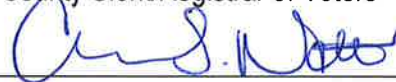
NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy



★ **CLERK'S CERTIFICATE** ★
STATEWIDE GENERAL ELECTION

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I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **one 2-year term and two 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:

Greg Bird – 4-year term
Peter Schlieker – 4-year term
4. The number of vacancies remaining is: **1**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Greg Bird – 4-year term
Peter Schlieker – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **1** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy

★ CLERK'S CERTIFICATE ★

STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

- 1. Declarations of Candidacy for office on the Board of Directors of the **Independence Fire Protection District** are required to be filed with the County Clerk;
- 2. The number of offices to be filled for said District is **two 4-year terms**.
- 3. The names of the persons submitting Declarations of Candidacy are:

James Connaughton – 4-year term
Edward Murdy – 4-year term
- 4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

James Connaughton – 4-year term
Edward Murdy – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no remaining** vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None


FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy

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STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Fire Protection District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are: **None**
4. The number of vacancies remaining is: **2**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

None

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **2** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT

None

FILED DECLARATION OF CANDIDACY WHICH WAS

DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy



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STATEWIDE GENERAL ELECTION

I, Danielle M. Sexton, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the 2022 General Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2022. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **East Independence Sanitary District** are required to be filed with the County Clerk;
2. The number of offices to be filled for said District is **two 4-year terms**.
3. The names of the persons submitting Declarations of Candidacy are:

David Wagner – 4-year term
Marjorie Drake – 4-year term
4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

David Wagner – 4-year term
Marjorie Drake – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **no remaining** vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling any vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS
DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.



Dated this 22nd Day of September 2022

Danielle M. Sexton
Inyo County Clerk/Registrar of Voters

By: 
Deputy



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: October 4, 2022

FROM: Lucy Vincent

SUBJECT: Modification No. 1 of Subcontract Agreement between County of Inyo and Advocates for Human Potential

RECOMMENDED ACTION:

Request Board ratify and approve Modification No. 1 to the Subcontract Agreement and HIPAA Privacy Compliance Agreement between the County of Inyo and Advocates for Human Potential of Sudbury, MA, effective July 21, 2022, and authorize the HHS Director to sign the modification and Business Associate Agreement.

SUMMARY/JUSTIFICATION:

The original Subcontract Agreement and HIPAA Privacy Compliance Agreement between the County of Inyo and Advocates for Human Potential came before your Board on March 1, 2022. This modification comes before you today because the HIPAA Privacy Compliance Agreement has been updated to meet current standards and certain provisions of the original agreement have been removed. The Department respectfully requests your Board ratify and approve this amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If we do not accept Modification No. 1 to the Subcontract Agreement, we will lose the opportunity to apply for additional funding to implement the strategies identified in our needs assessment and action plan.

OTHER AGENCY INVOLVEMENT:

Local hospitals, schools, law enforcement agencies and probation, the county's re-entry program, behavioral health programs, county prevention programs, and other non-profit organizations.

FINANCING:

State Funds. These funds will be recognized in the CMH Budget (045200) in the Revenue object Code State Other (4499).

ATTACHMENTS:

1. Agreement Modification No. 1
2. Advocates for Human Potential of Sudbury Agreement

APPROVALS:

| | |
|--------------------|-------------------------------|
| Lucy Vincent | Created/Initiated - 8/15/2022 |
| Darcy Ellis | Approved - 8/15/2022 |
| Lucy Vincent | Approved - 9/20/2022 |
| Anna Scott | Approved - 9/21/2022 |
| Melissa Best-Baker | Approved - 9/21/2022 |
| Marilyn Mann | Approved - 9/22/2022 |
| John Vallejo | Approved - 9/22/2022 |
| Amy Shepherd | Approved - 9/28/2022 |
| Marilyn Mann | Final Approval - 9/29/2022 |

Modification #1 to Subcontract Agreement

Subcontract ID: 7460-CA MOBILE CRISIS-INYO-01
Subcontract Effective Date: As of September 15, 2021
Extension/ Modification Date: Effective as of July 21, 2022
Subcontractor: **COUNTY OF INYO**
ATTN: Marilyn Mann, HHS Director
1360 North Main Street, Suite 124, Bishop, CA 93514
Phone: 760-873-3305
Email address: mmann@inyocounty.us;
mbestbaker@inyocounty.us; lbengochia@inyocounty.us
Contract ID: **Client: California Department of Health Care Services**
Agreement No.: 21-10349
Contract Title: "Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"
AHP Staff Contact(s): **AHP Project Director: Monica Reeves**
131 N. El Molino, Suite 380
Pasadena, CA 91101
Tel: 978-261-1483 (o)/ mreeves@ahpnet.com

Recitals:

WHEREAS, the parties wish to make certain written changes to the above Subcontract Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the Agreement is modified as follows:

1. The Business Associate Agreement ("BAA") attached hereto as Exhibit 1 and incorporated herein shall replace any previous BAA(s) executed between the parties.
2. The following provisions of Attachment B Special Subcontract Requirements are hereby stricken and shall no longer apply:
 - *Procurement Rules – Subsection titled Nonprofit organizations and commercial businesses in its entirety,*

- *Procurement Rules – Subsection (d) in its entirety,*
 - *Equipment/Property Ownership/Inventory/Disposition – Subsections specifically titled Motor Vehicles & Automobile Liability Insurance in their entirety,*
 - *Subcontract Requirements – Subsection (a) in its entirety,*
 - *Financial and Compliance Audit Requirements in its entirety,*
 - *Performance Evaluation in its entirety.*
3. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.
 4. All other terms and conditions of the Subcontract Agreement remain in effect.

THIS MODIFICATION CONSISTS OF **TWO (2)** TYPEWRITTEN PAGE(S), TOGETHER WITH THE FOLLOWING DOCUMENTS INCORPORATED HEREIN:

| | | |
|-------------------------------------|-----------|-----------------|
| <input checked="" type="checkbox"/> | EXHIBIT 1 | REPLACEMENT BAA |
|-------------------------------------|-----------|-----------------|

IN WITNESS THEREOF, the parties have executed this Modification as of the day and year last written below.

| | |
|--|-----------------------|
| ADVOCATES FOR HUMAN POTENTIAL, INC. | COUNTY OF INYO |
| <i>Signature:</i> | <i>Signature:</i> |
| <i>Name:</i> CHARLES GALLAND | <i>Printed Name:</i> |
| <i>Title:</i> CHIEF OPERATING OFFICER | <i>Title:</i> |
| <i>Date:</i> | <i>Date:</i> |

EXHIBIT 1

Business Associate Agreement (“BAA”) Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).
2. The term “Agreement” as used in this document refers to and includes both this BAA Addendum and the contract to which this BAA is attached as an addendum/exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, “AHP”)** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Business Associate is acting on DHCS’s behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the “parties.”
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as

a business associate of Business Associate.

8. Compliance with Other Applicable Law.

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, "more protective") privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18 of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate.

9.1 Nondisclosure. Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to:

9.2.2.1 NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP - Federal Risk and Authorization Management Program

9.2.2.3 PCI - PCI Security Standards Council

9.2.2.4 ISO/ESC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 - Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF - HITRUST Common Security Framework

9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up to date, on all systems on which PHI and other confidential information may be used.

9.3. Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Business Associate shall make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.

15. Access to Practices, Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.

16. Return or Destroy PHI on Termination; Survival. At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. Special Provision for SSA Data. If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is

subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to Covered Entity.

18.1.1 Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

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

18.1.3 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.4 Any action pertaining to such unauthorized disclosure required by applicable federal and state law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Business Associate shall provide a complete report of the investigation to Covered Entity contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether

the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications, and DHCS's review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19. Responsibility of Covered Entity. Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement.

20.1 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify Covered Entity unless it is legally prohibited from doing so.

21. Termination.

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions.

22.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2 Amendment.

22.2.1 Any provision of this Agreement that is in conflict with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

22.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 1st day of March 2022 an order was duly made and entered as follows:

*HHS –
Human Potential of
Sudbury
Agreements*

Moved by Supervisor Pucci and seconded by Supervisor Griffiths to ratify and approve the Subcontract Agreement and HIPAA Privacy Compliance Agreement between the County of Inyo and Advocates for Human Potential of Sudbury, MA in the amount of \$200,000 for the period of September 15, 2021 through February 14, 2023, contingent upon the Board's approval of future budgets, and authorize Marilyn Mann, HHS Director/Interim Behavioral Health Director, to sign the Subcontractor Agreement, Certificate Regarding Lobbying, Subcontractor Certification, and HIPAA Privacy Agreement. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 1st
Day of March, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

| <i>Routing</i> |
|--|
| |
| CC Purchasing Personnel Auditor CAO Other: HHS DATE: March 2, 2022 |



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: March 1, 2022

FROM: Melissa Best-Baker

SUBJECT: Subcontract Agreement and HIPAA Privacy Compliance Agreement between the County of Inyo and Advocates for Human Potential

RECOMMENDED ACTION:

Request Board ratify and approve the Subcontract Agreement and HIPAA Privacy Compliance Agreement between the County of Inyo and Advocates for Human Potential of Sudbury, MA in the amount of \$200,000 for the period of September 15, 2021 through February 14, 2023, contingent upon the Board's approval of future budgets, and authorize Marilyn Mann, HHS Director/Interim Behavioral Health Director, to sign the Subcontractor Agreement, Certificate Regarding Lobbying, Subcontractor Certification, and HIPAA Privacy Agreement.

SUMMARY/JUSTIFICATION:

In October 2021, the Department of Health Care Services released a request for application (RFA) for the Crisis Care Mobile Units Program and we were allocated funding for a planning grant. We received this agreement in February, 2022 and began the approval process. The goals of this project are to develop an action plan that would improve our current crisis response system and establish partnerships with community agencies to provide a more comprehensive approach to crises. We have drafted a Request for Proposals that will be released after this agreement has been approved.

The contractor will assess the County's current crisis response process, including thorough data collection and analysis of the County's electronic health record, on-call and 24/7 access line logs, including crisis response and wait times, hospitalization log, and follow-up appointments for clients in crisis. The contractor will work with community partners, including the local hospitals, schools, law enforcement agencies and probation, the county's re-entry program, behavioral health programs, county prevention programs, and other non-profit organizations to garner stakeholder engagement and input, and develop a comprehensive, community-wide approach to crisis response. The contractor will develop pre- and -post surveys regarding staff knowledge of the current crisis response process, as well as key informant interviews.

The contractor will also conduct a community needs assessment to inform program planning, specifically assessing the needs of youth under 25 years old and individuals at risk of justice system involvement. We will purchase tablets and internet hotspots, as well as Survey Monkey (with HIPAA-compliant features) and Tableau software, to provide the proper resources for the contractor to conduct surveys at local community events, including the schools and local jail, as well as for continued use in the crisis response system. The contractor will conduct a county capacity assessment, of both resource inventory and staff, to develop a sustainable action plan for the county.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If we do not accept this funding for planning, we will lose the opportunity to apply for additional funding to implement the strategies identified in our needs assessment and action plan.

OTHER AGENCY INVOLVEMENT:

Local hospitals, schools, law enforcement agencies and probation, the county's re-entry program, behavioral health programs, county prevention programs, and other non-profit organizations

FINANCING:

State Funds. These funds will be recognized in the CMH Budget (045200) in the Revenue Object Code State Other (4499).

ATTACHMENTS:

1. Subcontract Agreement
2. HIPAA Privacy Compliance Agreement

APPROVALS:

Melissa Best-Baker
Darcy Ellis
Marilyn Mann
John Vallejo
Amy Shepherd
Marilyn Mann

Created/Initiated - 2/15/2022
Approved - 2/16/2022
Approved - 2/22/2022
Approved - 2/23/2022
Approved - 2/23/2022
Final Approval - 2/24/2022

SUBCONTRACT AGREEMENT

SUMMARY COVER SHEET

Contract ID **7460-CA MOBILE CRISIS-INYO-01**

Contract Effective Date: **September 15, 2021**

Contractor: **ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)**
490-B Boston Post Road, Sudbury, MA 01776-3365
Tel: (978) 443-0055 ♦ Fax: (978) 261-1467

AHP Contracting Officer: Charles Galland, COO
cgalland@ahpnet.com/[978-261-1425](tel:978-261-1425)

AHP Project Director: Monica Reeves
131 N. El Molino, Suite 380
Pasadena, CA 91101
Tel: 978-261-1483 (o)/ mreeves@ahpnet.com

AHP Direct Staff Contact: Monica Reeves
Tel: 978-261-1483 (o)/ mreeves@ahpnet.com

Subcontractor: **COUNTY OF INYO ("INYO")**
ATTN: Marilyn Mann, HHS Director
1360 North Main Street, Suite 124, Bishop, CA 93514
Phone: 760-873-3305
Email address: mmann@inyocounty.us

Prime Contract Identification: **Client: California Department of Health Care Services**
Agreement No.: 21-10349
Contract Title: "Behavioral Health Mobile Crisis and Non-crisis Services (Mobile Crisis)"

Subcontract Type: Deliverable Base Type Contract

Period of Performance: September 15, 2021 through February 14, 2023

Consideration/Budget: Professional Services NTE **\$200,000.00**

Billing Terms: Quarterly Invoicing, see Attachment E-Payment Schedule

Payment Terms: Payment remitted ten (10) business days after receipt of undisputed invoice.

Subcontract Cover Sheet

(This Page is not part of the Subcontract Agreement and is for Summary/Reference Purposes Only)

SUBCONTRACT AGREEMENT
7460-CA MOBILE CRISIS-INYO-01

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("AHP" or the "Contractor"), and **COUNTY OF INYO** ("INYO") with offices at **1360 North Main Street, Suite 124, Bishop, CA 93514** ("INYO" or "Subcontractor" or "Grantee").

WITNESSETH:

WHEREAS, AHP desires to obtain the Subcontractor's services to support "*Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)*" Project No.: 21-10349. **7460-CA MOBILE CRISIS-INYO-01**, hereinafter the "Contract," and the Subcontractor desires to assist AHP in its business by performing such services;

NOW, THEREFORE, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

This Subcontract, and its Attachments, ("Agreement") constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

**ADVOCATES FOR HUMAN
POTENTIAL, INC.**

By: _____

**CHARLES GALLAND, CHIEF
OPERATING OFFICER**

Date: _____

COUNTY OF INYO

Print or Type Name of Subcontractor



*Signature of Authorized Entity
Representative*

Marilyn Mann

Print or Type Name of Person Signing

Interim Behavioral Health Director

Representative Title

Date: 3/1/2022

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SECTION 1. PRIVITY OF CONTRACT

This Agreement is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("DHCS" or "Client") which includes funding through DHCS's "*Behavioral Health Mobile Crisis and Non-Crisis Services (Mobile Crisis)*". Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the Prime Contract, or regarding matters within the scope of this Agreement. Authorization by AHP shall not be unreasonably withheld. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Base** type Agreement. Subcontractor's accounting system must be capable of allocating and segregating costs applicable to this Subcontract.

2.2 Funding

All amounts under this Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E**.

This Subcontract is entered into, and the obligation of funds is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Agreement or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

2.3 This Agreement hereby incorporates by reference the Application by Subcontractor as well as Notice of Funding Opportunity.

Total funds currently available for payment and allotted to this Agreement are **two hundred thousand dollars (\$200,000.00)**.

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **September 15, 2021 through February 14, 2023**, unless sooner terminated in accordance with the terms of this Agreement. Any extensions to the period of performance will be supported by a written modification to the Agreement, and any changes or additions to the Statement of Work/ deliverables/ days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall,

within five (5) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so by the Project Director or his/her designee.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Operating Officer, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com

3.4 Inspection and Acceptance

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the prime contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Agreement. AHP reserves the right to inspect or test any supplies or services tendered under this Agreement, to the extent practicable at all reasonable places and times. The Client also has the right to inspect and evaluate the work performed or being performed under this Agreement. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of non-conforming supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect Subcontractor's work. Should AHP and/or client find the material unsatisfactory, AHP shall notify Subcontractor of the defects within the 10 day period. Subcontractor shall have 10 business days to cure said defects associated with Subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier Subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties.

SECTION 4. STATEMENT OF WORK

(a) Independently, and not as an agent of the Contractor, the US Government, or the Client, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment D**.

(b) Subcontractor shall maintain an internal quality control program adequate to ensure

that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

SECTION 5. SUBCONTRACTOR TRAVEL

- (a) Travel is is not authorized under this Agreement.
(b) If travel is authorized above, refer to Travel Reimbursement Information in Attachment B-Special Subcontract Requirements.

SECTION 6: CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives

(a) The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, Chief Operating Officer, General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
cgalland@ahpnet.com / (978) 443-0055 x425

(b) The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

Monica Reeves, Project Director
Advocates for Human Potential, Inc.
131 N. El Molino, Suite 380
Pasadena, CA 91101
978-261-1483
mreeves@ahpnet.com

6.2 Subcontractor Representatives

(a) The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

(b) The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

6.3 Compensation, Billing Instructions, and Payment

(a) This is a Deliverable Based type Agreement. Subcontractor shall be reimbursed in

accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability and reasonableness and any restrictions contained in the Prime Contract, and/or under the Federal Acquisition Regulation ("FAR") if specified.

(b) Invoices may be submitted quarterly, as per payment schedule and shall provide sufficient detail, including at least the following information on each invoice:

- i. Subcontractor's name
- ii. Subcontractor's TIN/EIN
- iii. Subcontract Agreement ID: **7460-CA MOBILE CRISIS-INYO-01**
- iv. Invoice No.
- v. Invoice date
- vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work attached**
- vii. Amount Due on the Invoice.
- viii. Other substantiating documentation or information as may be requested by AHP
- ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the parties."
- x. Name/title/telephone number of the person to contact in case of questions about the invoice
- xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices is not allowed.

(d) Invoices shall be sent electronically to: AP2@AHPNET.COM . Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director has reviewed, accepted, and signed the Invoice***), payment shall be remitted via First Class Mail within 10 business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon the Project Director's review of the deliverables, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment D**. Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in three days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment D, "Statement of Work"**, the Subcontractor shall provide within the

period of performance of this Agreement, the deliverable(s) specified. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the fee may be reduced. In the event that the term of this Agreement expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Agreement to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement, and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

6.5 Key Personnel

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP's Project Director shall have right to disapprove all all personnel proposed by Subcontractor to perform under this Agreement. Other than personnel set forth below , prior to staffing any future Key positions, Subcontractor, if so directed by the Project Director, shall submit the names below, and provide any other requested data for the proposed Key personnel to the Project Director. Should Project Director deem any individuals who have been submitted as unacceptable, Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace him/her with an individual of acceptable qualifications, subject to the same submission requirement and right of disapproval above. Subcontractor shall bear all costs associated with such removal and replacement.

Key personnel essential to the work being performed is/are: Not applicable for this contract

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP's Project Director.

SECTION 7: CHANGES AND MODIFICATIONS

(a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, or quantity of services to be performed.

(b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon agreement of a revised price, a modification will be issued. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.

(c) Failure to agree to any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of the Clause of this Agreement entitled "Disputes." Notwithstanding

any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant orally, by fax, email or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause DHCS to deem a response nonresponsive and eliminate it from further consideration.

SECTION 8: CONFIDENTIAL INFORMATION

(a) *Non-Disclosure of Confidential (Proprietary) Information:* During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP, DHCS, including the identity of AHP and/or DHCS clients or grantees. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Agreement.

(b) *Non-Disclosure of Confidential Research and Statistical Data:* Subcontractor, and its employees, consultants and/or lower tiered subcontractors, shall be subject to all applicable Federal/state requirements concerning the protection of confidentiality of research and statistical information identifiable to a private person, and will comply with all established procedures to safeguard privacy and confidentiality.

(c) *Personally Identifiable Information.* Subcontractor shall, and shall ensure that each subcontractor, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health information), and

comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements as required in Business Associate Addendum in Attachment B-Special Subcontract Requirements.

Subcontractor shall not, and shall ensure that each subcontractor shall not, share personally identifiable information (including but not limited to personal health information) (excluding the personally identifiable information of Subcontractors or its subcontractors' directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

SECTION 9: INTELLECTUAL PROPERTY

(a) As between AHP and Subcontractor, AHP's ideas and requirements whether written formally or provided verbally to the Subcontractor are owned by AHP or DHCS.

(b) All writings or works of authorship, ideas, discoveries, inventions, patents, products, or other information, including without limitation, specifications, program codes, source code, framework, JAR files, ZIP files, Library's files, scripts, and all related documentation, data or technical information produced or authored by the Subcontractor or any of its employees in **the course of performing the work hereunder**, together with any copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment in the same ("Works"), are **works made for hire** and the property of DHCS. To the extent that any Works may not, by operation of law, be works made for hire, this Agreement will constitute an irrevocable assignment by the Subcontractor to DHCS of the ownership of, and all rights of copyright, trademarks (including goodwill), and any other rights in intellectual property and rights in the physical embodiment of the Works, and DHCS will have the right to obtain and hold in its name all registrations which may be available in the Works. Subcontractor agrees to give DHCS or its designees all assistance reasonably required to perfect such rights. The Subcontractor will turn over all Works to DHCS or its designee when the Subcontractor ceases to perform services for AHP or upon AHP's earlier request.

(c) In performing services under this Agreement, Subcontractor will not design or develop any items that infringe one or more patents or other intellectual property rights of any third party. If Subcontractor becomes aware of any possible infringement in the course of performing the Work, Subcontractor shall immediately so notify AHP in writing.

(d) This Section is subject to any contrary or additional provisions contained in the **SPECIAL SUBCONTRACT TERMS AND CONDITIONS**, or under FAR clause 52.227-14, Rights in Data, together with any Alternates, if specified.

(e) This Section shall survive the expiration or termination of this Agreement.

SECTION 10: TERMINATION FOR CAUSE

(a) AHP, or at the direction of the Prime Contractor, may terminate if Subcontractor fails to comply with any terms, conditions, requirements, failure of achievement in any or all deliverables, satisfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), the agreement may be terminated. Upon notification or any time during the Remedy Period, Subcontractor may request additional time in order to cure the default and so long as Subcontractor is

working in Good Faith and Prime Contractor approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Agreement is terminated for cause pursuant to Paragraph (a) above, then the Prime Contractor nor AHP shall not be liable for any work that is not performed in accordance with the Subcontract. The Prime Contractor through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract and the Subcontractor shall transfer to the Prime Contractor or AHP all work that has been completed and paid for under this Agreement.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

SECTION 11: POLICIES AND CODES

- 11.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement. These authorities include, but are not limited to, Title 42, United States Code (USC) Chapter 6A Part B and Title 45, Code of Federal Regulations (CFR) Parts 75 and 96.
- 11.2 AHP may perform inspections, review procedures, documents pertaining to the Statement of Work and other elements of this Agreement, perform onsite visits, desk reviews in order to ensure Contractor's comply with 11.1 and 11.2 as well as protect against fraud, waste and abuse.
- 11.3 In the event Contractor does not comply with 11.1 and 11.2 above, AHP shall hold Subcontractor in non-compliance under Section 9.
- 11.4 DHCS or AHP shall review Subcontractor's records to ensure funds were properly used.

SECTION 12: DATA COLLECTION AND PERFORMANCE

12.1 a. Planning Grants

Subcontractor must submit substantiating documentation of their efforts throughout the contract period, which may include implementation/action plan drafts and community needs assessments.

b. Implementation Grants

Subcontractors for Implementation Grants must include data on the performance measures identified in their contracts. Potential performance measures include:

- The number of individuals served/impacted by each CCMU
 - Percentage treated and released by CCMU
 - Percentage referred to services in the community
 - Percentage admitted to psychiatric hospital
 - Percentage involuntarily admitted to hospital
 - Percentage taken to the Emergency Department
- Average and median response time of each CCMU
- Primary diagnoses of clients served
- Primary reason for CCMU dispatch
 - e.g. Risk of self-harm, risk of violence to others, other erratic behavior
- Percentage with co-occurring mental health and substance use disorder diagnoses
- Health insurance statuses of clients served
- Number of CCMU dispatches
 - Percent of all crisis calls (911 or other) resulting in CCMU dispatch

- Number of initial mental health or substance use calls routed through police to CCMU
- Number of crisis calls when CCMU engages/requests police response
- Demographic data of clients served:
 - Number of clients served who are aged 5 and under/5-9/10-14/15-19/20- 25/26-34/35-44/45-54/55-64/65-74/75-84/85 and over/unknown
 - Number of clients served who are male/female/transgender/non-binary or gender queer/unknown
 - Number of clients served who are American Indian or Alaska Native/Asian American/ Black or African American/Native Hawaiian or Pacific Islander/More than one race/White/unknown
 - Number of clients served who are Latinx or Chicanx or Hispanic/Not Latinx or Chicanx or Hispanic/unknown
 - Number of clients served who speak a language other than English at home
- Percentage of individuals who receive crisis follow-up care within 48 hours
- Percentage of families engaged collaboratively in the crisis intervention process
- Percentage of crisis encounters resolved successfully within two hours
- Satisfaction with services (how likely are they to recommend)

12.2 Monitoring and Site Inspection

- a. The Subcontractor shall be subject by AHP for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's services, procedures, books, and records, as AHP deems appropriate. AHP may conduct monitoring activities at any time during the Subcontractor's normal business hours.
- b. AHP shall conduct a review of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of grant funds.
- c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, ("OCI") as defined in FAR Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

SECTION 14: INSURANCE

(a) Subcontractor shall continuously maintain for the duration of this Agreement, the following insurance at, or in excess of, the limits detailed below:

- Worker's compensation and employer's liability insurance as required by the state or province where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for

injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

- Subcontractor must furnish to AHP a certificate of Insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor. The commercial general liability insurance policy shall include cover for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.

- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client or other property under the Agreement that may be in the control of the Subcontractor.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP as an additional insured party under such policies. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. AHP may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

(e) AHP will not be responsible for any premiums, deductibles or assessments on the insurance policy.

SECTION 15: INDEMNIFICATION

(a) Subcontractor shall indemnify and hold harmless AHP and DHCS and its officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property, ("Claims"), (unless such Claims arise from the gross negligence or willful misconduct of AHP), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including

death), loss, or damage to any person or property;

- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- the failure to maintain the insurance policies required by this section or the work performed, inclusive of Intellectual property infringement, if applicable, under this Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation.
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, Work product, or other information owned by the Government, Client or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 16: DISPUTES/APPLICABLE LAWS

16.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association ("AAA"). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be Massachusetts at the election of AHP. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the parties are unable to agree.

16.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of Federal, State and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other Federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, Federal law shall govern the interpretation and application thereof. If Federal law is not applicable, the appropriate law of the Commonwealth of Massachusetts shall apply, exclusive of that body of laws known as conflicts of law. This Section shall survive the expiration or termination of the Agreement.

SECTION 17: CERTIFICATIONS

By signature to this Agreement, Subcontractor makes the following Representations and Certifications:

- (a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntary excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that they may enter into as a part of this Subcontract.
- (b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements Subcontractor has with any other federal, state and local government agency.
- (c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, section 2000d as amended and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- (d) Labor Laws - Subcontractor certifies that it is in compliance with all applicable labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- (e) Americans with Disabilities Act – Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended (29 U.S.C 794(d), regulations implementing the Rehabilitation Act of 1973 as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations, and the Americans with Disabilities Act of 1990(42 U.S.C. 12101 et seq. and 28 CFR Part 35). In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies section 508 of the Rehabilitation ACT of 1973 requiring accessibility of EIT.
- (f) Employee Compliance - Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
- (g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.
- (h) Age Discrimination Act of 1975 (45 CFR Part 90)
- (i) Section 1557 of the Affordable Care Act.
- (j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended and 2 CFR Part 175
- (k) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT

(33 USC 1251-1387), as amended.

(l) Byrd Anti-Lobbying Amendment (31 USC 1352). The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

(m) Confidentiality of Alcohol and Drug Abuse Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

(n) Certification and Attestation: As a requirement to be eligible for the PWI grant funding, the Subcontractor, attested to its eligibility to receive funding, Attestation Letter attached hereto as Attachment F. Any misrepresentation contained within the Attestation Letter shall be considered a material breach.

(o) Standard Funding Restrictions: Exceed Salary Limitation: The Consolidated Appropriations Act, 2016 (Pub. L. 113- 76) signed into law on January 10, 2016, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements. Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II. The Executive Level II salary can be found in SAMHSA's standard terms and conditions for all awards at <https://www.samhsa.gov/grants/grantsmanagement/notice-award-noa/standard-terms-conditions>. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement. The Federal Executive Level II Salary Cap is currently \$199,300.

- Pay for any lease beyond the project period.
- Pay for the purchase or construction of any building or structure to house any part of the program.
- Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services.
- No out-of-state travel is permitted with these funds.

*SAMHSA funds were granted to the State and all funding restrictions are applicable to this funding opportunity and all sub-contracts.

SECTION 18: RECORDS AND RECORD KEEPING

- a. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.
- b. AHP, SAMHSA, the Inspector General, the Controller General and DHCS, or any of its authorized representatives, have the right to access any documents, papers, or other records of the Subcontractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to

the requested documents.

- c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

- a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs.
- b. The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- c. If the allowability or appropriateness of an expense cannot be determined by AHP 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 AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- d. If Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Attachment B, "Travel Reimbursement Information".
- e. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 20 "Recovery of Overpayments" for more information.
- f. Country organizations may utilize their existing DHCS certified indirect cost rates for per Behavioral Health Information Notice 20-020.

SECTION 20: RECOVERY OF OVERPAYMENTS

- a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:
 - 1. Subcontractor's remittance to AHP of the full amount of the audit exception within 30 days following AHP request for payment;
 - 2. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b. AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP 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 Subcontractor, beginning 30 days after the Subcontractor's receipt of AHP's demand for repayment.
- d. If the Subcontractor 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 Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues

from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 21: BEST EFFORTS

21.1 Best Efforts During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the work to be performed under Section 4 and Attachment A of this Agreement.

THIS AGREEMENT CONSISTS OF **SEVENTEEN (17)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

LIST OF ATTACHMENTS

| <u>TITLE</u> | <u>No. of PAGES</u> |
|---|---------------------|
| Attachment A – Standard Subcontract Terms and Conditions | 1 |
| Attachment B – Special Subcontractor Requirements | 36 |
| Attachment C – Subcontractor's Certification | 5 |
| Attachment D - Subcontractor's Statement of Work | 2 |
| Attachment E – Payment Schedule | 1 |

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

Lower-Tier Consultants/Subcontractors: AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

No Assignment: This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initiated by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

Force Majeure: Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.

Warranty: Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach AHP may complete the work and seek all remedies available in law or equity.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

Publicity: Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not be restricted in the right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

Third Party Beneficiaries: This Agreement shall not be construed so as to give any person or entity, other than the parties, any legal or equitable claim or right.

Counterparts/Other Instruments: The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Binding Effect: This Agreement shall be binding upon the parties, their successors and assigns.

ATTACHMENT B

1. Federal Equal Opportunity Requirements

- a. The Subcontractor 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 Subcontractor 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 Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, 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 Subcontractor'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 Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, 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 Subcontractor 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 Subcontractor'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 Subcontractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Subcontractor 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 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 Subcontractor'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 Subcontractor 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 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 Subcontractor 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 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 Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, 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.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit in Attachment B-Special Subcontract Requirements. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation-

3. Procurement Rules

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

a. Equipment/Property definitions

Wherever the term equipment and/or 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 DHCS 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 DHCS 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 and/or subcontractor, 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 h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property 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/property and services related to such purchases for performance under this Agreement.

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

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

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property 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, 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/property 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 AHP, prior written authorization from the AHP Contract Office or Project Manager will be required before the Subcontractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Subcontractor must provide in its request for authorization all particulars necessary, as specified by AHP, 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 AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.
- f. The Subcontractor 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. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.
- g. For all purchases, the Subcontractor 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 Subcontractor for inspection or audit.
- h. AHP may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Subcontractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

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

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

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

- (2) **Annual Equipment/Property Inventory** - If the Subcontractor enters into an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:
- (a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.
 - (c) Contact AHP 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 AHP.
- 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, AHP or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Subcontractor 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, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP OR DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.
- g. **Motor Vehicles**
(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS under this Agreement.)
- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the

termination or end of this Agreement, the Subcontractor shall return such vehicles to AHP or DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to AHP or DHCS.

- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Subcontractor agrees that all operators of motor vehicles, if motor vehicles are purchased/reimbursed with agreement funds or furnished by AHP or DHCS 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 with agreement funds or furnished by AHP or DHCS under the terms of this Agreement, the Subcontractor, 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 Subcontractor's possession.

Automobile Liability Insurance

- (a) The Subcontractor, 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 AHP under the terms of this Agreement, to the Subcontractor.
- (b) The Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP Contract Office or Project Manager. The certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.
- (c) The Subcontractor 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 AHP.
- (d) The Subcontractor 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 Subcontractor, 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 AHP.
 - [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 the AHP, in writing, of the Subcontractor'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 Subcontractor 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 Subcontractor shall be notified by AHP, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

- a. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph b(3) herein, when securing subcontracts for services exceeding \$5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.
 - (1) The Subcontractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) AHP may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations.
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor 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 DHCS.

- c. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.
- d. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make copies available for approval, inspection, or audit.
- e. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The subcontractor agrees to maintain and preserve, until three years after termination of Agreement No. 21-10349 and final payment from AHP, to permit AHP or DHCS 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.
- i. Unless otherwise stipulated in writing by AHP, the Subcontractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7,8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

- a. The Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures 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 Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

- c. Subcontractor agrees that AHP, 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. Subcontractor 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 Subcontractor 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 1896.77)
- d. The Subcontractor 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 Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the 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.
- f. The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

AHP, DHCS and or SAMHSA 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 Subcontractor, the Subcontractor 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 work.

9. 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, the Agreement shall be amended to reflect any reduction in funds.
- d. AHP and DHCS 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.

10. Intellectual Property Rights

a. Ownership

- (1) Except where AHP has agreed in a signed writing to accept a license, AHP or DHCS 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 Subcontractor or AHP 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, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of AHP. **Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.
- (4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor

enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor 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 AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or AHP and which result directly or indirectly from this Agreement or any subcontract.

- (5) Subcontractor further agrees to assist and cooperate with AHP/DHCS 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 AHP'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 Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor 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. Subcontractor hereby grants to DHCS, 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 Subcontractor'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 Subcontractor 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 Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP 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) Subcontractor 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 Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP 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 AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], This material may not be reproduced or disseminated without prior written permission from AHP." This notice

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

d. Patent Rights

With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or DHCS 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 Subcontractor agrees to assign to AHP and/or DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor'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 AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

f. Warranties

(1) Subcontractor 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 Subcontractor'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 Subcontractor or DHCS or AHP 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 Subcontractor.
- (d) Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props

that may be used or shown.

- (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 AHP or DHCS 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 Subcontractor's performance of this Agreement.
- (2) AHP NOR DHCS MAKE 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) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS 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 Subcontractor 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 Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP'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 Subcontractor or DCHS or AHP 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. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.
- (2) Should any Intellectual Property licensed by the Subcontractor to AHP under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to AHP. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, AHP 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) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property Exhibit by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP 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. Federal Funding

Based upon this Agreement is funded by the federal government, AHP and DHCS may acquire and maintain the Intellectual Property rights, title, and ownership which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have the permit others to do so.

11. 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 by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- 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 Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Subcontractor shall obtain prior AHP 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 Subcontractor 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 Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Subcontractor and its employees, agents, or subcontractors shall 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 subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Subcontractor and its employees, agents shall not use such identifying information for any purpose other than carrying out the subcontractor's obligations under this Agreement.

- c. The Subcontractor and its employees, agents shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by AHP/DHCS, 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.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publication, 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 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.

15. Financial and Compliance Audit Requirements

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 Subcontractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards***, the Subcontractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". 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:

(a) The Subcontractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Subcontractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Subcontractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Subcontractor must also submit a certification indicating the Subcontractor 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 DHCS program funding this Agreement. The audit report must identify the Subcontractor'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 DHCS Program Contract Manager shall forward the audit report to DHCS' 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 Subcontractor's total revenue. The AHP 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 Subcontractor 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 Subcontractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Subcontractor shall include a clause in any agreement the Subcontractor 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".

16. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Subcontractor 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.

17. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Subcontractor 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) violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) 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.

(7) 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 Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

18. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, 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, Subcontractor or Grantee 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. Subcontractor or Grantee 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.

19. Covenant Against Contingent Fees

The Subcontractor 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 Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP 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 fully amount of such commission, percentage, and brokerage or contingent fee.

20. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities)
Unless waived or otherwise stipulated in this Agreement, AHP may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until AHP receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

21. Performance Evaluation

Not applicable to grant agreements
AHP may, at its discretion, evaluate the performance of the Subcontractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with AHP. Negative performance evaluation may be considered by AHP prior for making future contract awards.

22. 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.

23. Four-Digit Date Compliance

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)

Subcontractor warrants that it will provide only Four-Digit Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

24. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)
Subcontractor certifies that I 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 law.

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

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial 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). Subcontractors 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.
3. Consider in the contract process whether firms competing for larger contracts intended 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.

26. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Subcontractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

27. Union Organizing

(Applicable only to grant agreements.)

Subgrantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Subgrantee, by signing this Agreement hereby certifies that:

- d. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- e. Subgrantee shall account for state funds disbursed for a specific expenditure by this grant, to show how those funds were allocated to that expenditure.
- f. Subgrantee shall, where state funds are not designated as described in herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- g. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

28. Agreement 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, DHCS 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 Subcontractor 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. Directors and executive committee member's fees.
3. Incentive awards and/or bonus incentive pay.
4. Allowances for off-site pay.
5. Location allowances.
6. Hardship pay.
7. Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e. health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be determined in accordance with generally accepted accounting principles.
3. Be consistent with policies that apply uniformly to all activities of the Subcontract.

e. Subcontractor agrees that all fringe benefits shall be at actual cost.

29. Suspension or Stop Work Notification

- a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within 90 days of the issuance of a suspension or stop work notification, AHP shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of AHP.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. AHP shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

30. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

31. Compliance with Statutes and Regulations

- a. The Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under the Agreement.

- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

32. 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., are 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 Attachment2, 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 an agreement, or grant or any extension or amendment of that agreement, 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 from 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 individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to AHP Contract Office or Project 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.

33. Avoidance of Conflicts of Interest by Subcontractor

1. AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractors, or employees, officers and Directors of the subcontractors. This AHP 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 Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.
2. Conflicts of interest include, but are not limited to:
 - a. An instance where the subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - b. An instance where the 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.
3. If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

34. Subcontractor Conduct and Filing Requirements

- A. When a Subcontractor performs work on DHCS premises, the Subcontractor shall follow and adhere to all DHCS policies and procedures including, but not limited to, those governing health and safety, nondiscrimination, appropriate vehicle use, travel reimbursement, security and confidentiality of information, incompatible activities, acceptable employee conduct, information technology protocols and requirements, workplace violence prevention, and conflict of interest filing instructions (if applicable). Subcontractors may not access DHCS confidential, personal, or sensitive information until they have been trained on the DHCS policies and procedures for information privacy and security and sign a Confidentiality Statement. The training may be accomplished through ton-line Privacy/Security Training on the DHCS intranet.
- B. Certain Subcontractors designated by the DHCS' Conflict of Interest Code are required to complete and file a Statement of Economic Interests, Form 700. The Subcontractor agrees that if the Director of DHCS or his/her designee determines that a Statement of Economic Interests, Form 700, is required based upon the nature of the services that are to be performed, the Subcontractor shall be so notified by DHCS and the Subcontractor shall obtain a Form 700 and filing instructions from DHCS' Personnel Office or the Fair Practices Commission and fully complete the Form 700. The Subcontractor shall file the completed Form 700 in a timely manner with the DHCS Personnel Office and submit a copy to the DHCS Program Contract Manager. Failure to obtain, complete or file a Form 700 in a timely manner as instructed by DHCS, may result in immediate contract termination or Subcontract substitution/replacement.

35. Prohibited Follow-on Subcontracts

- A. No person, firm or subsidiary thereof who has been awarded a subcontract agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end production of this Subcontract agreement.
- B. Paragraph A does not apply at any person, firm or subsidiary thereof who is awarded a subcontract agreement which totals more than 10 percent of the total monetary value of the consulting services agreement.
- C. Paragraphs A and B do not apply to subcontract agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

State of California
Department of Health Care Services
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 subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

| | |
|------------------------------|---|
| Name of Subcontractor | Printed Name of Person Signing for Subcontractor |
| Contract/Grant Number | Signature of Person Signing for Subcontractor |
| Date | Title |

After execution by or on behalf of Subcontractor, please return to:
California Department of Health Care Services

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 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 followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date and 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 first 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); grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMN 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.

Travel Reimbursement Information

(Lodging and Per Diem Reimbursement - Effective for travel on/after January 1, 2021)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

- a. Reimbursement for travel and/or per diem shall be at the rates established for non-represented/excl used state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
- b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters, or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spend the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
- c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

1) Lodging (with receipts*):

| Travel Location/Area | Reimbursement Rate |
|---|--------------------|
| AH counties (except the counties identified below) | \$ 90.00 plus tax |
| Counties of Sacramento, Napa, Riverside | \$ 95.00 plus tax |
| Marin | \$110.00 plus tax |
| Counties of Los Angeles (except City of Santa Monica), Orange, Ventura, and Edwards AFB | \$120.00 plus tax |
| Counties of Monterey and San Diego | \$125.00 plus tax |
| Counties of Alameda, San Mateo, and Santa Clara | \$140.00 plus tax |
| City of Santa Monica | \$150.00 plus tax |
| San Francisco | \$250.00 plus tax |

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment

2.) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses. Incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

| Meals/Expense | Reimbursement Rate |
|----------------------|---------------------------|
| Breakfast | \$7.00 |
| Lunch | \$11.00 |
| Dinner | \$23.00 |
| Incidental expenses | \$5.00 |

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confined in writing (email or memo).
 - e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Deim Reimbursement Guide.
 - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the subcontractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
 3. For transportation expenses. The subcontractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipt pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
 4. Auto mileage reimbursement: If a subcontractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.56 cents maximum per mile. If a subcontractor uses his/her or a company car "in lieu or airfare, the air coach fare will be the maximum paid by the State. The subcontractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
 5. The subcontractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
 6. Subcontractors are to consult with program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

| Length of travel period: | And this condition exists: | Meal allowed with receipt: |
|---------------------------------|--|-----------------------------------|
| Less than 24 hours | <ul style="list-style-type: none"> • Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. • Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. <p><i>Lunch or Incidentals cannot be claimed on one-day trips.</i></p> | Breakfast Dinner |
| 24 hours or more | <ul style="list-style-type: none"> • Trip begins at or before 6:00 a.m • Trip begins at or before 11:00 a.m. | Breakfast Lunch |
| | <ul style="list-style-type: none"> • Trip begins at or before 5:00 p.m. | Dinner |
| More than 24 hours | <ul style="list-style-type: none"> • Trip ends at or after 8:00 a.m. | Breakfast |
| | <ul style="list-style-type: none"> • Trip ends at or after 2:00 p.m. | Lunch |
| | <ul style="list-style-type: none"> • Trip ends at or after 7:00 p.m | Dinner |

The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.

No meal expense may be claimed for reimbursement more than once in any given 24-hour period.

Business Associate Addendum

- 1 This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
- 2 The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
- 3 For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
- 4 AHP intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws..
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Sub contractor (however named elsewhere in this Agreement) is the Business Associate of AHP acting on AHP's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of AHP, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. AHP and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of AHP, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by AHP.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with other Applicable Law

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned: and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act. California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

- 9.1 Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 Safeguards and Security.**
- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at; updates will be available online through the [Computer Security Resource Center website](#).
- 9.2.3** Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the Cryptographic Module Validation Program Search, with information about the Cryptographic Module Validation Program under FIPS 740-2. In addition, Business Associate shall maintain, at a minimum, the most

current industry standards for transmission and storage of PHI and other confidential information.

- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to- date, on all systems on which PHI and other confidential information may be used.
 - 9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
 - 9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
 - 9.3** **Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.
- 10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
 - 11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.
 - 12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.
 - 13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
 - 14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of AHP under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to AHP in the performance of such obligation.
 - 15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of AHP available to AHP upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.
 - 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, AHP that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify AHP of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
 - 17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of AHP that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between AHP, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and

agents of its agents, to AHP.

18. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to OHCS.

18.1.1 Business Associate shall notify AHP Immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to AHP.

18.1.2 Business Associate shall notify AHP within 24 hours by email (or by telephone if Business Associate is unable to email AHP) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential Information affecting this Agreement.

18.1.3 Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 18.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the Initial notice of a security Incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the Incident is reported. The form is available online at

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

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

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other

applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 DHCS Contact Information. To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

| DHCS Program Contract Manager | DHCS Privacy Office | DHCS Information Security Office |
|--|---|---|
| See the Scope of Work exhibit for Program Contract Manager Information. If this Business Associate is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement | Privacy Office c/o Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Phone: 916-445-4646 | Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov |

19. Responsibility of DHCS. AHP agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, AHP or DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS

Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

- 20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify AHP unless it is legally prohibited from doing so.

21. Termination

- 21.1 Termination for Cause.** Upon AHP's knowledge of a violation of this Agreement by Business Associate, AHP may in its discretion:
- 21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or
- 21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.
- 21.2 Judicial or Administrative Proceedings.** AHP may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

- 22.1 Disclaimer.** AHP makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.
- 22.2. Amendment.**
- 22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.
- 22.3 Assistance In Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to AHP at no cost to AHP to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against AHP, DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**Attachment C
Subcontractor Certification**

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION

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

| | |
|--------------------------------|-------------------|
| Subcontractor/Bidder Firm Name | Federal ID Number |
|--------------------------------|-------------------|

By (Authorized Signature)

Printed Name and Title of Person Signing

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

SUBCONTRACTOR CERTIFICATION CLAUSES

PART I - STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

PART II - DRUG-FREE WORKPLACE REQUIREMENTS:

Subcontractor 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 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 Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement 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 Agreement period of less than a full year or 10% of its Agreement with the State.

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

- a. All Subcontractors 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 Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement 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 subcontractor 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 subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor'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 subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS

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

GENDER IDENTITY

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a. Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b. Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement 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 an Agreement 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 Agreement within the 12-month period prior to his or her leaving state service.

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

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

LABOR CODE/WORKERS COMPENSATION:

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

AMERICAN WITH DISABILITIES ACT:

Subcontractor 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.)

SUBCONTRACTORS NAME CHANGE:

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

CORPORATE QUALIFICATION 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 subcontractor 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 subcontractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

1.CALIFORNIA CIVIL RIGHTS LAWS: For Agreement executed or renewed after January 1, 2017, the subcontractor 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 DISCRIMINATION POLICIES For Agreements executed or renewed after January 1, 2017, if a con Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

ATTACHMENT D STATEMENT OF WORK

Crisis Care Mobile Units Program Planning Grant County of Inyo

| Item | Billing Code | Time Period | Description/Deliverable | Amount | Due Date |
|------|--------------|-------------------------------------|---|-------------|----------|
| 1. | 7460.01-001 | Quarter 2 1/1/22 – 3/31/22 | <p>Community Assessment</p> <ul style="list-style-type: none"> • The Grantee will contract with one consultant to work on the following: <ul style="list-style-type: none"> ○ A community mobile crisis needs assessment that shall describe the existence and availability of crisis services available to youth and adults in the Grantee's county ("Community Needs Assessment"). ○ An action plan, a written proposal that shall address the need of crisis and non-crisis mobile programs in the Grantee's county ("Action Plan"). The Action Plan must be submitted to AHP for approval by February 1, 2023 and approved by DHCS no later than close of business February 14, 2023. • The Grantee will begin conducting Community Needs Assessment activities that will include: collecting existing data and information; collecting existing literature; evaluating current services capacity and community resources; and conducting surveys and key informant interviews with County staff. <p>Coordination</p> <ul style="list-style-type: none"> • The Grantee will invite local and regional organizations to join the community planning partners group ("Partners Group") that will assist the Grantee in developing, revising and approving the Community Needs Assessment and Action Plan. • The Grantee shall convene one (1) virtual Partners Group meeting and will present the overall project management plan including the Community Needs Assessment and Action Plan. <p>Quarterly report</p> <ul style="list-style-type: none"> • The Grantee will submit a quarterly report by 3/31/22. <p>Equipment</p> <ul style="list-style-type: none"> • Survey Monkey software = \$5,400 • Tableau software = \$8,000 | \$39,000.00 | 3/31/22 |
| 2. | 7460.01-001 | Quarter 3 4/1/2022 – 6/30/22 | <p>Coordination</p> <ul style="list-style-type: none"> • The Grantee will convene one (1) Partners Group meeting. Agenda items will include: project planning, Community Needs Assessment, and Action Plan. <p>Community Assessment</p> <ul style="list-style-type: none"> • The Grantee will finalize the Community Needs | \$37,000.00 | 6/30/22 |

| | | | | | |
|----|-------------|--|---|-------------|----------|
| | | | <p>Assessment. Activities will include: analyzing data, information and literature collected; finalizing results on available resources for crisis care and gaps in services; and finalizing surveys and key informant interviews with County staff.</p> <p>Quarterly report</p> <ul style="list-style-type: none"> The Grantee will submit a quarterly report by 6/30/22. | | |
| 3. | 7460.01-001 | <p>Quarter 4</p> <p>7/1/22 – 9/30/22</p> | <p>Coordination</p> <ul style="list-style-type: none"> The Grantee will conduct one (1) virtual Partners Group meeting. Agenda items will include: project updates, Community Needs Assessment, and Action Plan. <p>Community Assessment</p> <ul style="list-style-type: none"> The Grantee will prepare a report of initial findings of the surveys, interviews, Community Needs Assessment, and data collection efforts, which will be used in drafting the Action Plan. <p>Action Plan</p> <ul style="list-style-type: none"> The Grantee will begin drafting the Action Plan. <p>Quarterly report</p> <ul style="list-style-type: none"> The Grantee will submit a quarterly report by 9/30/22. <p>Equipment</p> <ul style="list-style-type: none"> 6 months of data for tablets (\$50/month) = \$3,000 Hotspots for tablets (\$5/month x 6 months) = \$300 | \$36,500.00 | 9/30/22 |
| 4. | 7460.01-001 | <p>Quarter 5</p> <p>10/1/22 – 12/31/22</p> | <p>Coordination</p> <ul style="list-style-type: none"> The Grantee will convene one (1) virtual Partners Group meeting. Agenda items will include: project update, Community Needs Assessment, and Action Plan. The Grantee will present the draft Action Plan for review and feedback by Partners Group, which will be incorporated into the next phase of drafting the Action Plan. The Grantee will host a meeting with County staff to present the draft Action Plan for review and feedback, which will be incorporated into the next phase of drafting the Action Plan. <p>Action Plan</p> <ul style="list-style-type: none"> The Grantee will revise the Action Plan using feedback from the Partners Group and County staff. <p>Quarterly report</p> <ul style="list-style-type: none"> The Grantee will submit a quarterly report by 12/31/22. <p>Equipment</p> <ul style="list-style-type: none"> Survey Monkey software = \$5,400 Tableau software = \$8,000 | \$36,000.00 | 12/31/22 |

| | | | | | |
|------------------------|-------------|---|---|---------------------|---------|
| 5. | 7460.01-001 | Quarter 6 (partial) 1/1/23 – 2/14/23 | <p>Coordination</p> <ul style="list-style-type: none"> The Grantee will convene one (1) virtual Partners Group meeting. Agenda items will include: project updates; and Action Plan. The Grantee will share the finalized Action Plan with the Partners Group. <p>Action Plan</p> <ul style="list-style-type: none"> The Grantee will finalize the Action Plan and submit to Inyo County HHS Leadership by 1/10/23, and to AHP by 2/1/23 for review. The Grantee will submit the final Action Plan to DHCS by 2/14/2023. <p>Quarterly report</p> <ul style="list-style-type: none"> The Grantee will submit a quarterly report by 2/14/2023. | \$21,400.00 | 2/14/23 |
| CONTRACT TOTAL: | | | | \$200,000.00 | |

**ATTACHMENT E
PAYMENT SCHEDULE**

County of Inyo

| Description | Invoice Description | Amount Estimated |
|------------------------|--|--|
| Equipment | Upon Completion of purchase with receipt for goods/equipment | \$13,400.00 \$3,300.00 \$13,400.00 |
| Total Equipment | | \$30,100.00 |

| Quarter #/Date Range | Invoice Description | Amount of Invoice |
|---|---|--------------------------|
| Quarter 2: 1/01/22 – 3/31/22 | Progress Report detailing progress made towards Deliverable 1 | \$39,000.00 |
| Quarter 3: 04/01/22 – 6/30/22 | Progress Report detailing progress made towards Deliverable 2 | \$37,000.00 |
| Quarter 4: 07/01/22 – 9/30/22 | Progress Report detailing progress made towards Deliverable 3 | \$36,500.00 |
| Quarter 5: 10/01/22 – 12/31/22 | Progress Report detailing progress made towards Deliverable 4 | \$36,000.00 |
| Quarter 6: 1/1/23 – 2/14/23 | Progress Report detailing progress made towards Deliverable 5 | \$21,400.00 |
| Total Deliverables and Other Directs | | \$169,900.00 |
| Total Deliverables, Other Direct and Equipment | | \$200,000.00 |

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

THIS AGREEMENT is made this 15th day of September, 20 21, by and among **ADVOCATES FOR HUMAN POTENTIAL, INC.**, a Corporation organized under the laws of the Commonwealth of Massachusetts, with corporate offices located at **490-B Boston Post Road, Sudbury, MA 01776** (hereinafter known as "AHP"), and
COUNTY OF INYO

Insert Individual/Business Name

an/a

Individual residing at: _____
Print Residence Address

Non-Profit, having its place of business
Insert Business Entity type, e.g. Corporation/LLC/Partnership

at: 1360 North Main Street, Suite 124, Bishop, CA 93514

(hereinafter known as "BUSINESS ASSOCIATE"). AHP and Business Associate shall collectively be known herein as "the Parties."

WHEREAS, AHP has entered into a consulting agreement with
California Department of Health Care Services ("CA DHCS")
Insert Provider/AHP Client Name

"Covered Entity," whose business in the health care industry would constitute being defined as a Covered Entity;

WHEREAS, AHP wishes to continue an existing business relationship with Business Associate that has been memorialized in a separate subcontract/consulting agreement, which is still in effect;

WHEREAS, the nature of the existing contractual relationship between AHP, Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), including all pertinent regulations issued by the Department of Health and Human Services ("HHS");

The premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions.

1. Breach. "Breach" has the same meaning as this term has in §13400 of Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act").
2. Business Associate. "Business Associate" shall mean County of Inyo
Insert Business/Individual Name
3. Covered Entity. "Covered Entity" shall mean CA DHCS
Insert Provider/AHP Client Name
4. Designated Record Set. "Designated Record Set" has the same meaning as this term has in 45 CFR §164.501.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

5. Individual. "Individual" has the same meaning as this term has in 45 CFR §164.501.
6. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.
7. Protected Health Information. "Protected Health Information" (or "PHI") has the same meaning as this term has in 45 CFR §160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
8. Required by Law. "Required by Law" has the same meaning as this term has in 45 CFR §164.501.
9. Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designate.
10. Security Standards. "Security Standards" means the security standards for protection of PHI promulgated by the Secretary in Title 45 C.F.R.
11. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information (PHI) that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in the §13402(h) of the HITECH Act.
12. Any prospective amendment to the laws referenced in this definitional section prospectively amend this Agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.

B. Obligations and Activities of Business Associate.

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
2. Business Associate agrees to employ administrative, physical, and technical safeguards meeting required Security Standards for business associates as Required by Law to prevent disclosure or use of PHI other than as allow by this Agreement.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI held by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to AHP and Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
5. If a breach of unsecured protected health information occurs at or by Business Associate, the Business Associate must notify AHP and the Covered Entity following the discovery of the breach without unreasonable delay and, in all cases, no later than 60 days from the discovery of the breach. To the extent possible, the Business Associate should provide AHP and the Covered Entity with the identification of each individual affected by the breach as well as any information required to be provided by AHP and the Covered Entity in its notification to affected individuals. Business Associates shall comply with all regulations issued by HHS and applicable state agencies regarding breach notification to AHP and the Covered Entity.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

6. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI.
7. Business Associate agrees, at the request of AHP or the Covered Entity, to provide AHP or the Covered Entity (or a designate of Covered Entity) access to Protected Health Information in a Designated Record Set in prompt commercially reasonable manner in order to meet the requirements under 45 CFR §164.524.
8. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that AHP or the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of AHP or the Covered Entity or an Individual, in a prompt and commercially reasonable manner.
9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, AHP or Covered Entity available to AHP or the Covered Entity, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Covered Entity's compliance with the Privacy Rule.
10. Business Associate shall, upon request with reasonable notice, provide AHP or Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.
11. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
12. Business Associate agrees to provide to Covered Entity or an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
13. During the term of this Agreement, Business Associate shall maintain, at its sole cost and expense, comprehensive general liability insurance of not less than one million dollars and any insurance that may be mandated for Business Associate by law or regulation (including Worker's Compensation and State Disability Insurance if applicable). Business Associate shall provide AHP written evidence of such insurance upon request. Business Associate shall provide AHP with prompt written notice of any material change or cancellation in its coverage.
14. Business Associate shall indemnify AHP for any damages, costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Business Associate (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section or for breach of any of Business Associates obligations under this Agreement.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

C. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information as follows:

1. On behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

D. Obligations of Covered Entity

1. Covered Entity shall notify AHP, which will then notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall notify AHP, which will then notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
3. Covered Entity shall notify AHP, which will then notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
4. AHP or the Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI as set forth in paragraph C.2. herein.

E. Remedies in Event of Breach.

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, and could result in irreparable harm to AHP in the event of breach by Business Associate of any of the covenants and assurances contained in Paragraphs B or C of this Agreement. As such, in the event of breach of any of the covenants and assurances contained in paragraphs B or C above, Covered Entity and/or AHP shall be entitled to enjoin and restrain Business Associate from any continued violation of Paragraphs B or C. The remedies contained in this paragraph E shall be in addition to (and not supersede) any action for damages and/or any other remedy Principal may have for breach of any part of this Agreement.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

F. Term of Agreement and Termination.

1. Term of Agreement. The Term of this Agreement shall be effective as of the date given at the top of Page 1 herein, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
2. Termination for Cause. Upon AHP's or Covered Entity's knowledge of a material breach by Business Associate, AHP or Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by AHP or Covered Entity;
 - b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - c. If neither termination nor cures are feasible, AHP or Covered Entity shall report the violation to the Secretary.
3. Effect of Termination.
 - a. Except as provided in paragraph E.3(b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to AHP and Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification to AHP and Covered Entity that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

G. Miscellaneous Terms.

1. State Law. If state law applicable to the relationship between Business Associate and AHP and through the agreement between AHP and Covered Entity contains additional or more stringent requirements than federal law for Business Associates regarding any aspect of PHI privacy, then Business Associate agrees to comply with the higher standard contained in applicable state law.
2. Consideration. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by AHP or Covered Entity in choosing to continue or commence a business relationship with Business Associate.

**HIPAA PRIVACY
COMPLIANCE AGREEMENT
FOR BUSINESS ASSOCIATES**

3. Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
4. Notices. Any notice required under this Agreement shall be made in writing to:

| Item | AHP | Business Associate |
|------------------|--|--------------------|
| Name | Charles Galland | |
| Organization | Advocates for Human Potential, Inc. | |
| Address | 490 B Boston Post Road | |
| City, State, Zip | Sudbury, MA 01776 | |
| Phone | 978-261-1425 | |
| Email | cgalland@ahpnet.com | |
| Fax | 978-261-1467 | |

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

| Item | AHP | Business Associate |
|--------------|-------------------------|--------------------|
| Printed Name | Charles Galland | |
| Signature | | |
| Title | Chief Operating Officer | |
| Date | | |



County of Inyo

County Counsel

- ACTION REQUIRED

MEETING: October 4, 2022

FROM: County Counsel

SUBJECT: Findings Pursuant to AB 361 Authorizing Remote Board of Supervisors Meeting

RECOMMENDED ACTION:

ADDENDUM - 13A. Request Board adopt findings pursuant to AB 361 that: A) the Board reconsidered the circumstances of the existing State of Emergency issued on March 4, 2020, in response to the COVID-19 pandemic; and B) local officials continue to recommend measures to promote social distancing, and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

SUMMARY/JUSTIFICATION:

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; and/or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Inyo County Health Officer currently recommends that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. Adopting the recommended action would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing or the state of emergency continues to directly impact the ability of the members to meet safely in person. In order to continue to meet under those modified rules, the Board will again need to reconsider the circumstances of the state of emergency and again make at least one of the additional findings required by AB 361.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board chooses to not make the required findings, the Board must meet in person as required by the Brown Act, and any Board Member participating via teleconference must make their location open and available to the public during the meeting.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. AB 361 Public Meeting Recommendations

APPROVALS:

Darcy Ellis
John Vallejo

Created -



County of Inyo

HEALTH & HUMAN SERVICES DEPARTMENT

Public Health, Suite 203-C
1360 N. Main Street, Bishop CA 93514
TEL: (760) 873-7868 FAX: (760) 873-7800

Marilyn Mann, Director
mmann@inyocounty.us

Date: September 23, 2021

To: Inyo County Local Agency Governing Bodies

From: Dr. James Richardson, Inyo County Public Health Officer

Re: Continued Recommendation Re Social Distancing and Remote Meetings

In order to help minimize the spread of COVID-19, I recommend that physical/social distancing measures continue to be practiced throughout our Inyo County communities, including at public meetings of the Board of Supervisors and other public agencies. Individuals continue to contract COVID-19 and spread the infection throughout our communities. Social distancing, masking, and vaccination are crucial mitigation measures to prevent the disease's spread. Remote public agency meetings allow for the participation of the community, agency staff, presenters, and board members in a safe environment, with no risk of contagion. As such, and since this disease negatively and directly impacts the ability of public agencies to conduct public meetings safely in person, it is my recommendation that local public agencies conduct their public meetings remotely.

This recommendation will remain in place until further notice.

Dr. James A. Richardson
Inyo County Health Officer



County of Inyo



County Administrator - Economic Development

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: October 4, 2022

FROM: Nate Greenberg

SUBJECT: Presentation/Update from The Ferguson Group

RECOMMENDED ACTION:

Request Board receive presentation/update from Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County.

SUMMARY/JUSTIFICATION:

Inyo County employs the services of The Ferguson Group, which specializes in representing public and private entities in Washington, D.C. in a wide array of capacities, including federal funding, grants, as well as legislative and regulatory issues. Krisit More of The Ferguson Group will be providing the Board with a brief update on legislative issues relevant to Inyo County.

Ms. More has also scheduled meetings with department heads today and tomorrow to gauge County needs and legislative priorities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 9/29/2022
Final Approval - 9/29/2022



County of Inyo



Treasurer-Tax Collector

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 4, 2022

FROM: Alisha McMurtrie

SUBJECT: 1st Reading of TOT Operator Allowance Repeal

RECOMMENDED ACTION:

Request Board waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors, State of California, Rescinding Section 3.20.035 of the Inyo County Code," and schedule enactment for October 11, 2022, in the Board of Supervisors Chambers, County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

Ordinance 85-618 established the Allowances for Costs associated with the collection of Transient Occupancy Tax (TOT) by operators, also referred to as the Operator Allowance (OA). The Allowance authorized in Inyo County Code Section 3.20.0.5 has become a hindrance to collection operations assigned to the Treasurer-Tax Collector. To rescind the Operator Allowance requires an amendment of our existing code. Staff recommends you repeal Inyo County Code Section 3.20.035.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Your Board has heard several presentations from staff and a tremendous number of public comments over the past four months on this subject. Staff held seven community meetings throughout Inyo County.

As a recap: the OA rate is set at 4% of the TOT *remitted* to the County. These costs are deducted from the amount collected prior to remittance to the Tax Collector. The OA was intended to assist ***all*** operators who collect and remit the TOT with offsetting the operational costs associated with those processes. Fast forward to the year 2022, when we now have alternative transient housing options such as Short-Term Rentals (STR'S). The STR industry, in an attempt to streamline their hosts' business operations, has made available to Counties what is referred to as Collection Agreements. In these Agreements, the online booking platforms identify, collect, and remit the TOT to the County on behalf of the local host who is renting through the platform. This is where the past clashes with the present. The Tax Collector recommends entering into the types of Collection Agreements with any online platform making them available. Not only will these Agreements assist our local STR operators, they will also narrow the gap in the illegal rental operations occurring in our County. If the County has an Agreement, the operator must be registered with the County to list on the platform.

On July 19, 2022, your Board approved rescinding the Operator Allowance and gave direction to staff to prepare the documentation and return in September 2022. On September 27, your Board directed staff to move forward with this ordinance, and to bring back another workshop on a related policy in November.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Auditor, CAO, County Counsel

FINANCING:

Minor costs associated with publications are included in the 2022/2023 CAO Budget.

ATTACHMENTS:

1. TOT Operator Allowance Rescission Draft Ordinance

APPROVALS:

Alisha McMurtrie

Created/Initiated - 9/9/2022

Darcy Ellis

Approved - 9/13/2022

Leslie Chapman

Approved - 9/20/2022

John Vallejo

Approved - 9/27/2022

Alisha McMurtrie

Final Approval - 9/27/2022



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 4, 2022

FROM: stephanie rubio

SUBJECT: Approval of Payment to Return Unspent Funds to CDPH

RECOMMENDED ACTION:

Request Board amend the Fiscal Year 2022-2023 Tobacco Budget (Budget 640322) as follows: increase revenue in Operating Transfer In (4998) by \$43,463 and increase appropriation in Prior Year Refund (5499) by \$43,463 (*4/5ths vote required*) and approve the return of funds to the California Department of Public Health (CDPH) in the amount of \$43,463.00 for unspent grant funds from the Inyo Tobacco Prevention and Education Program.

SUMMARY/JUSTIFICATION:

The Department originally received this allocation in July of 2017. The Scope of Work objectives under this contract include activities to support adult and youth coalitions, a retail objective that focuses on limiting tobacco-promoting influences and includes a required legislated policy (for example, establishing a minimum package or volume size for tobacco products), and a second policy objective focused on reducing exposure to secondhand smoke (for example, a policy that restricts smoking in entryways). The Scope of Work for Inyo also includes an optional cessation objective that will allow us to promote cessation materials and provide training and coordination with partner agencies. However, due to COVID-19 restrictions and staffing challenges, we were unable to meet all the grant objectives and fully expend the contracted amount received.

This allocation cycle has come to an end and the Department is required to return unspent funds, which were advanced to the County. The Health & Human Services Department - Public Health & Prevention Division respectfully requests approval to amend the Tobacco budget and to return the unspent funds to the California Department of Public Health (CDPH) in the amount of \$43,463.00.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize this repayment and leave us out of compliance with paying our recoupment for this program.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

State Funds. These funds are in Trust Prop 99 (505118) and will be moved into the Tobacco budget (640322) prior to processing the invoice for payment. No County General Fund.

ATTACHMENTS:

1. California Department of Public Health Closeout of 2017-2021 Comprehensive Tobacco Control Plan

APPROVALS:

| | |
|--------------------|-------------------------------|
| Sarah Downard | Created/Initiated - 8/18/2022 |
| stephanie rubio | Approved - 8/18/2022 |
| Darcy Ellis | Approved - 8/18/2022 |
| Sarah Downard | Approved - 8/19/2022 |
| Genoa Meneses | Approved - 8/19/2022 |
| Melissa Best-Baker | Approved - 9/1/2022 |
| Anna Scott | Approved - 9/1/2022 |
| Marilyn Mann | Approved - 9/2/2022 |
| John Vallejo | Approved - 9/2/2022 |
| Amy Shepherd | Approved - 9/28/2022 |
| Marilyn Mann | Final Approval - 9/29/2022 |



TOMÁS J. ARAGÓN, M.D., Dr.P.H
Director and State Public Health Officer

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



GAVIN NEWSOM
Governor

July 20, 2022

Sarah Downard
Inyo County Health & Human Services
1360 N. Main St, Suite 203-D
Bishop, CA 93514

RE: Agreement Number/LLA: CTCP 17-14
Closeout of 2017-2021 Comprehensive Tobacco Control Plan

Dear Ms. Downard:

The purpose of this letter is to inform you of the status of the following:

Final Progress Report:
 Received and approved. See the attached final progress report analysis letter.

Amount Due to California Department of Public Health/California Tobacco Control Program: **\$43,463.00**

Please submit separate checks for Proposition 99 and Proposition 56 funds, payable to the California Department of Public Health to the address provided below. The agreement number and fund type (Prop 99/Prop 56) must be written on the face of the check(s).

Interest earned monies to be reimbursed to California Tobacco Control Program (CTCP): **\$13,015.00**

Please submit separate checks for Proposition 99 and Proposition 56 funds, payable to the California Department of Public Health to the address provided below. The agreement number, fund type (Prop 99/Prop 56), and the words “Unexpended Tobacco Control Program Interest” must be written on the face of the check(s).

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



Ms. Downard
Page 2
July 20, 2022

Heather West
California Department of Public Health
California Tobacco Control Program
MS 7206
P.O. Box 997377
Sacramento, CA 95899-7377

Payment is due no later than: Date: September 20, 2022

Equipment:

Not applicable.

Incentives:

Unused/Undistributed Incentives to be maintained by your project for distribution in 2022-2025 Comprehensive Tobacco Control Plan activities. During the September-October 2022 open revision period, the type and value of carried over incentives must be identified in the budget justification.

Records Retention:

Based on Exhibit C, General Terms and Conditions (GTC), GTC 610, paragraph 4, Audit; and Exhibit D, Special Terms and Conditions, Section 3, Subcontract Requirements, you are required to preserve and make available records relating to this Agreement for a period of three years from the date of final payment receipt under this Agreement or from the end of the Agreement, whichever is later. The date of final payment was approximately June 3, 2022. Therefore, records must be maintained through June 3, 2025. Subcontractors and/or consultants, if utilized, are also required to maintain records until this date.

Please contact me via the Online Tobacco Information System (OTIS) Communication Log or via email at Heather.West@cdph.ca.gov if you have any questions.

Sincerely,



Heather West
Procurement Manager
Procurements Management Unit B
California Tobacco Control Program

Ms. Downard
Page 3
July 20, 2022

Enclosure(s)

cc: Day-to-Day Fiscal Contact
Health Officer
Director of Health
CTCP PM Supervisor
CTCP Program Consultant
CTCP PC Supervisor

California Department of Public Health, California Tobacco Control Program

Progress Report Analysis

Contract Number: CTCP-17-14

Agency Name: Inyo County Health & Human Services

Project Name: Inyo County Tobacco Education Program

Project Type: Local Lead Agency

Analysis Submitted By: Stacy Kruse

Analysis Submitted To: Laura Childers

Analysis Submission CC: Christina Crews

Analysis Submission Date: 01/31/2022

Progress Report Status: Approved

Contract Term: 07/01/2017 - 06/30/2021

Progress Report Period: 07/21-12/21

Progress Report Submission Date: 12/29/2021

Report Generated: 07/14/2022 01:32 PM

This report only contains those Analysis questions which have responses.

| | |
|--|---------------|
| Document Repository | Status |
| Contact Information | Status |
| Staff Tracking | Status |
| Is it evident there were any staff vacancies or changes in percent of staff time that impacted timely completion of program, evaluation, fiscal, or administrative activities during this report period? | Somewhat |
| Is it evident that the agency has a plan for timely recruitment or temporarily filling the position? | Yes |
| Subcontracts | Status |
| Do subcontract and/or consultant activities support the overall objectives of the project? | Yes |
| Challenges & Barriers | Status |
| Have any major challenges or barriers been encountered that hinder program implementation? | Somewhat |
| Is it evident that the program is actively trying to find solutions to the challenges? | Yes |
| Coalition Functioning | Status |
| Inyo County Adult Tobacco Coalition | |
| Is there evidence that the coalition functions as a group, e.g., periodic meetings, teleconferences or through some other means? | Yes |
| Is there evidence that the coalition is adequately involved in decision-making and program implementation? | Yes |

Is there evidence that the CX Assessment and development of the plan are progressing satisfactorily? Yes

Bishop Union High School Youth Coalition

Is there evidence that the coalition functions as a group, e.g., periodic meetings, teleconferences or through some other means? Yes

Is there evidence that the coalition is adequately involved in decision-making and program implementation? Yes

Is there evidence that the CX Assessment and development of the plan are progressing satisfactorily? Yes

Lone Pine High School Youth Coalition

Is there evidence that the coalition functions as a group, e.g., periodic meetings, teleconferences or through some other means? Yes

Is there evidence that the coalition is adequately involved in decision-making and program implementation? Yes

Is there evidence that the CX Assessment and development of the plan are progressing satisfactorily? Yes

Coalition Membership Status

Inyo County Adult Tobacco Coalition

Does the coalition membership reflect broad community representation? Yes

Bishop Union High School Youth Coalition

Does the coalition membership reflect broad community representation? Yes

Lone Pine High School Youth Coalition

Does the coalition membership reflect broad community representation? Yes

Collaboration and Training Tracking Status

Is the project collaborating with groups in meaningful ways that will further the project's objectives (e.g., relationship building, planning, data collection, educational outreach, joint projects)? Yes

During the report period, did project staff participate in webinars, trainings, and conferences sponsored by CTCP, CTCP-funded projects or others to build capacity and facilitate completion of project activities? Yes

Objective 1

Intervention Activities

Status

Is accomplishment of the Activities occurring according to the plan and timelines? Is it satisfactory?

Yes

Were appropriate intervention tracking measures submitted to substantiate and verify the activities described in the narrative?

Yes

Were tracking measures accurate and of a professional quality?

Yes

Evaluation Activities

Status

Is accomplishment of the Evaluation activities occurring according to the Plan and timelines? Is it satisfactory?

Yes

Were appropriate evaluation tracking measures submitted to substantiate and verify the activities described in the narrative?

Yes

If this is a legislated policy adoption-related objective, was the final adopted and signed policy uploaded into the Document Repository?

N/A

Were tracking measures accurate and of a professional quality?

Yes

Is accomplishment of data analyses occurring according to the plan and timelines?

Yes

Do evaluation findings demonstrate a need to revise intervention activities?

No

Are evaluation results being disseminated according to the plan and timelines?

Yes

Was the final evaluation or brief evaluation report completed satisfactorily (e.g. consistent with CTCP guidelines)?

Yes

Objective 2

Intervention Activities

Status

Is accomplishment of the Activities occurring according to the plan and timelines? Is it satisfactory?

Yes

Were appropriate intervention tracking measures submitted to substantiate and verify the activities described in the narrative?

Yes

Were tracking measures accurate and of a professional quality?

Yes

Evaluation Activities**Status**

Is accomplishment of the Evaluation activities occurring according to the Plan and timelines? Is it satisfactory?

Yes

Were appropriate evaluation tracking measures submitted to substantiate and verify the activities described in the narrative?

Yes

If this is a legislated policy adoption-related objective, was the final adopted and signed policy uploaded into the Document Repository?

N/A

Were tracking measures accurate and of a professional quality?

Yes

Is accomplishment of data analyses occurring according to the plan and timelines?

Yes

Do evaluation findings demonstrate a need to revise intervention activities?

No

Are evaluation results being disseminated according to the plan and timelines?

Yes

Was the final evaluation or brief evaluation report completed satisfactorily (e.g. consistent with CTCP guidelines)?

Yes

Objective 3**Intervention Activities****Status**

Is accomplishment of the Activities occurring according to the plan and timelines? Is it satisfactory?

Yes

Were appropriate intervention tracking measures submitted to substantiate and verify the activities described in the narrative?

Were tracking measures accurate and of a professional quality?

Evaluation Activities**Status**

Is accomplishment of the Evaluation activities occurring according to the Plan and timelines? Is it satisfactory?

Yes

Were appropriate evaluation tracking measures submitted to substantiate and verify the activities described in the narrative?

Yes

If this is a legislated policy adoption-related objective, was the final adopted and signed policy uploaded into the Document Repository? N/A

Were tracking measures accurate and of a professional quality? Yes

Is accomplishment of data analyses occurring according to the plan and timelines? Yes

Do evaluation findings demonstrate a need to revise intervention activities? No

Are evaluation results being disseminated according to the plan and timelines? Yes

Was the final evaluation or brief evaluation report completed satisfactorily (e.g. consistent with CTCP guidelines)? Yes

Objective 4

Intervention Activities

Status

Is accomplishment of the Activities occurring according to the plan and timelines? Is it satisfactory? Yes

Were appropriate intervention tracking measures submitted to substantiate and verify the activities described in the narrative? Yes

Were tracking measures accurate and of a professional quality? Yes

Evaluation Activities

Status

Is accomplishment of the Evaluation activities occurring according to the Plan and timelines? Is it satisfactory? Yes

Were appropriate evaluation tracking measures submitted to substantiate and verify the activities described in the narrative? Yes

If this is a legislated policy adoption-related objective, was the final adopted and signed policy uploaded into the Document Repository? N/A

Were tracking measures accurate and of a professional quality? Yes

Is accomplishment of data analyses occurring according to the plan and timelines? Yes

Do evaluation findings demonstrate a need to revise intervention activities? No

Are evaluation results being disseminated according to the plan and timelines? Yes

Was the final evaluation or brief evaluation report completed satisfactorily (e.g. consistent with CTCP guidelines)? Yes

Objective 5

Intervention Activities **Status**

Is accomplishment of the Activities occurring according to the plan and timelines? Is it satisfactory? Yes

Were appropriate intervention tracking measures submitted to substantiate and verify the activities described in the narrative? Yes

Were tracking measures accurate and of a professional quality? Yes

Evaluation Activities **Status**

Is accomplishment of the Evaluation activities occurring according to the Plan and timelines? Is it satisfactory? Yes

Were appropriate evaluation tracking measures submitted to substantiate and verify the activities described in the narrative? Yes

If this is a legislated policy adoption-related objective, was the final adopted and signed policy uploaded into the Document Repository? N/A

Were tracking measures accurate and of a professional quality? Yes

Is accomplishment of data analyses occurring according to the plan and timelines? Yes

Do evaluation findings demonstrate a need to revise intervention activities? No

Are evaluation results being disseminated according to the plan and timelines? Yes

Was the final evaluation or brief evaluation report completed satisfactorily (e.g. consistent with CTCP guidelines)? Yes

Materials Development **Status**

Additional Activities
Comments & Recommendations
 Was the Progress Report submitted by the due date?
 Submission Comments:

Status
Status
 Yes

Closeout Table Displayed to Applicant Role:
 Yes

[01/31/2022]

Overall Comments and Recommendations:

[01/31/2022]
 Grate job on the completion of your 17-21 Local Lead Agency Plan. Despite staff vaccines and challenges you've been able to continue the forward momentum of your great work.

I look forward to working with you over the next few years with your new plan.

Plan Period: 07/21-12/21

| Activity # | SOW % Deliverable | Notes | Incomplete Deliverable % |
|--|--------------------------|--------------|---------------------------------|
| 2-2-2 | 0.75 | | -0.25% |
| 2-7-11 | 0.75 | | -0.25% |
| 3-2-38 | 0.75 | | -0.25% |
| 3-11-34 | 1.00 | | -0.25% |
| Scope of Work Deliverable % Deduction Sub-Total: | | | -0.5% |
| Additional Activity Credit: | | | 0% |
| Notes: 0 | | | |
| Total Deliverable % Deduction: | | | -0.5% |
| Total \$ Amount: | | | (\$7,184.40) |



County of Inyo



Health & Human Services - Social Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 4, 2022

FROM: Marilyn Mann

SUBJECT: Amending Authorized Strength by Modifying FIRST Supervisor Position

RECOMMENDED ACTION:

Request Board change the Authorized Strength in the Health and Human Services Department by modifying one (1) FIRST Supervisor at Range 78 (\$6,210 - \$7,545) to a FIRST Supervisor at Range 76 (\$5,923 - \$7,202).

SUMMARY/JUSTIFICATION:

Health and Human Services' FIRST (Families Intensive Response and Strengthening Team) program has been providing wraparound supportive programming since its inception in FY 2015/2016, when the wraparound program was reconfigured to address both the implementation of the Continuum of Care and the needs of our local youth, as the Juvenile Detention Facility transitioned to a special use facility rather than a 24/7 detention facility. During this transition, the Department established a FIRST Supervisor position at Range 78, which was aligned with the program's former Social Worker Supervisor II position, a masters' level classification in the State's Merit System job classification instead of Range 76, which is aligned with our Social Worker Supervisor position in our child welfare and Adult Protective Services programs.

Our long-term FIRST Supervisor recently moved into a Program Manager position in another Department, leaving the FIRST Supervisor position vacant. This vacancy gave the department the opportunity to review the nature and scope of the position in comparison to other supervisory positions of a similar or like nature. The Department determined that the FIRST Supervisor's scope of responsibility and nature of work aligns with our Social Worker Supervisor I position at Range 76. Should the program's scope and nature of service change and require a person with graduate level education, the Department has a FIRST Supervisor Senior position which requires a Masters degree and licensure to provide clinical services (e.g. MFT, LCSW...).

At this time, the Department respectfully requests your Board amend the Department's authorized strength by modifying the FIRST Supervisor from a Range 78 to a Range 76, upon which time a recruitment for the position will be initiated.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could maintain the position at its current range.

OTHER AGENCY INVOLVEMENT:

Probation, Schools

FINANCING:

The funding for this position is budgeted in FIRST budget (055801) in the Salaries and Benefits object codes. No County General Funds.

ATTACHMENTS:

APPROVALS:

| | |
|--------------------|------------------------------|
| Marilyn Mann | Created/Initiated - 9/6/2022 |
| Darcy Ellis | Approved - 9/7/2022 |
| Melissa Best-Baker | Approved - 9/20/2022 |
| Keri Oney | Approved - 9/28/2022 |
| Amy Shepherd | Approved - 9/28/2022 |
| Marilyn Mann | Final Approval - 9/29/2022 |



County of Inyo

Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 4, 2022

FROM: Aaron Steinwand

SUBJECT: Revised Research Assistant Job Description and Authorized Strength Change

RECOMMENDED ACTION:

Request Board: A) approve revised job description for the Research Assistant position to include saltcedar control duties and training requirements; and B) change the Authorized Strength in the Water Department by modifying one Research Assistant, Range 62 (\$4,257-\$5,176), to a Research Assistant, Range 64 (\$4,461-\$5,419).

SUMMARY/JUSTIFICATION:

Saltcedar is a non-native invasive shrub that has become widely established in the Owens Valley. As part of the Inyo/Los Angeles Long Term Water Agreement, the County receives funding for a saltcedar maintenance and control program; however, the annual funding is insufficient for a permanent full-time employee. Three years ago, after a brief hiatus, the County's saltcedar program was restarted, and the Water Department Research Assistant began working in collaboration with the Los Angeles Department of Water and Power (LADWP) saltcedar program during the October-March field season. The collaborative effort was successful, and both agencies desire to continue the joint program.

The current job description for the Research Assistant position does not include the duties or training necessary to participate in the County's saltcedar program. The saltcedar work assignment has been voluntary and out-of-class compensation provided. The Research Assistant position is currently vacant, and it is appropriate to revise the job description to reflect the expectations of the position and provide adequate compensation for the added duties and requirements. The requested revisions to the job description include potentially being assigned to the saltcedar program and acquisition and maintenance of a California pesticide applicators certificate. The change in Authorized Strength and proposed salary increase is from range 62 (\$4,257-\$5,176) to range 64 (\$4,461-\$5,419).

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to change the job description or increase the salary range. Completing duties that justify out-of-class pay is voluntary, which could potentially limit the department's participation in saltcedar control. Additionally, a permanent position with duties regularly requiring out-of-class pay is not preferred.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are sufficient funds in the Salt Cedar Program Trust (504101) to cover the additional salary costs.

ATTACHMENTS:

1. Research Assistant Revised Job Description

APPROVALS:

| | |
|-----------------|------------------------------|
| Laura Piper | Created/Initiated - 9/7/2022 |
| Aaron Steinwand | Approved - 9/20/2022 |
| Darcy Ellis | Approved - 9/20/2022 |
| Keri Oney | Approved - 9/28/2022 |
| John Vallejo | Approved - 9/28/2022 |
| Amy Shepherd | Final Approval - 9/29/2022 |



RESEARCH ASSISTANT

Range 64 (\$4,461-\$5,419)

DEFINITION: Assist scientists and staff in research, monitoring, and related activities, and to coordinate with activities of seasonal and/or temporary research assistants

ESSENTIAL JOB DUTIES: Assist in research and monitoring activities related to vegetation, soil water, hydrology, and biologic surveys; collect and organize field and laboratory data which includes accessing remote areas using 4-wheel drive vehicles, carrying out field work according to standardized procedures, and interpreting aerial photography, maps and GIS layers; manage and interpret data using basic analytical techniques; assist in preparing technical reports; assist with training of seasonal and/or temporary field assistants and coordinate activities with these staff.

May be assigned daily fieldwork in October-March to eradicate the invasive shrub saltcedar including organizing a field campaign and/or coordinating with Los Angeles Department of Water and Power saltcedar control program including adhering to safety instructions. Duties include: operation of hand and power tools; pesticide application; ensure that saltcedar program facilities, pesticide, and equipment are effectively utilized.

EMPLOYMENT STANDARDS:

Education/Experience: An Associate's or Bachelor's degree in biology, botany, ecology, soil science, environmental science, or related environmental field with related field experience as a research assistant, field technician, or similar position.

Knowledge of: Principles of biology, botany, zoology, ecology, or soil science; basic scientific research principles and procedures; mathematics and statistics; scientific data collection practices and report preparation; Owens Valley and Inyo County geography, flora, fauna, ecology, and hydrology.

Ability to: Organize and carry out activities with minimal supervision; operate and maintain field and laboratory equipment; read and interpret aerial photographs, maps, and GIS layers; proficient in Microsoft Word and Excel; proficiency in Arc GIS desired; communicate well orally and in writing; work independently and cooperate with others; work outdoors all day in the Owens Valley throughout the year in conditions that may include sun, heat, wind, cold, insects, or dust; capable of walking safely 5-10 miles per day; carry up to 30 pounds of field and personal equipment; maintain a safe working environment at all times.

Special Requirements: Must possess or be able to obtain a valid California driver's license; must successfully complete pre-employment background check. The candidate upon hiring must pass radiation safety and neutron gauge operator's course and obtain and maintain a qualified pesticide applicator certificate issued by the State of California.



County of Inyo



Public Administrator-Public Guardian DEPARTMENTAL - NO ACTION REQUIRED

MEETING: October 4, 2022

FROM: Patricia Barton

SUBJECT: PowerPoint Presentation of Introduction to the Office of Public Guardian

RECOMMENDED ACTION:

Request Board receive a presentation on the Office of the Public Guardian.

SUMMARY/JUSTIFICATION:

Public Guardian Patricia Barton will be providing the Board an informational overview of the Office of Public Guardian.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Public Guardian is an appointed position; ex officio officer that performs Probate Investigations and Conservatorships pursuant to Government Code Section 27430.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No alternatives or consequences

OTHER AGENCY INVOLVEMENT:

none

FINANCING:

ATTACHMENTS:

1. Public Guardian PowerPoint

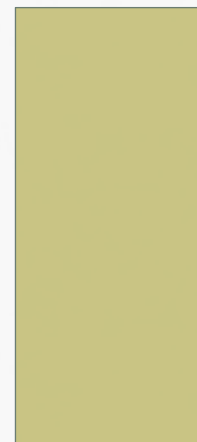
APPROVALS:

Patricia Barton
Darcy Ellis
Patricia Barton

Created/Initiated - 9/7/2022
Approved - 9/7/2022
Final Approval - 9/8/2022

OFFICE OF
PUBLIC GUARDIAN

COUNTY OF INYO





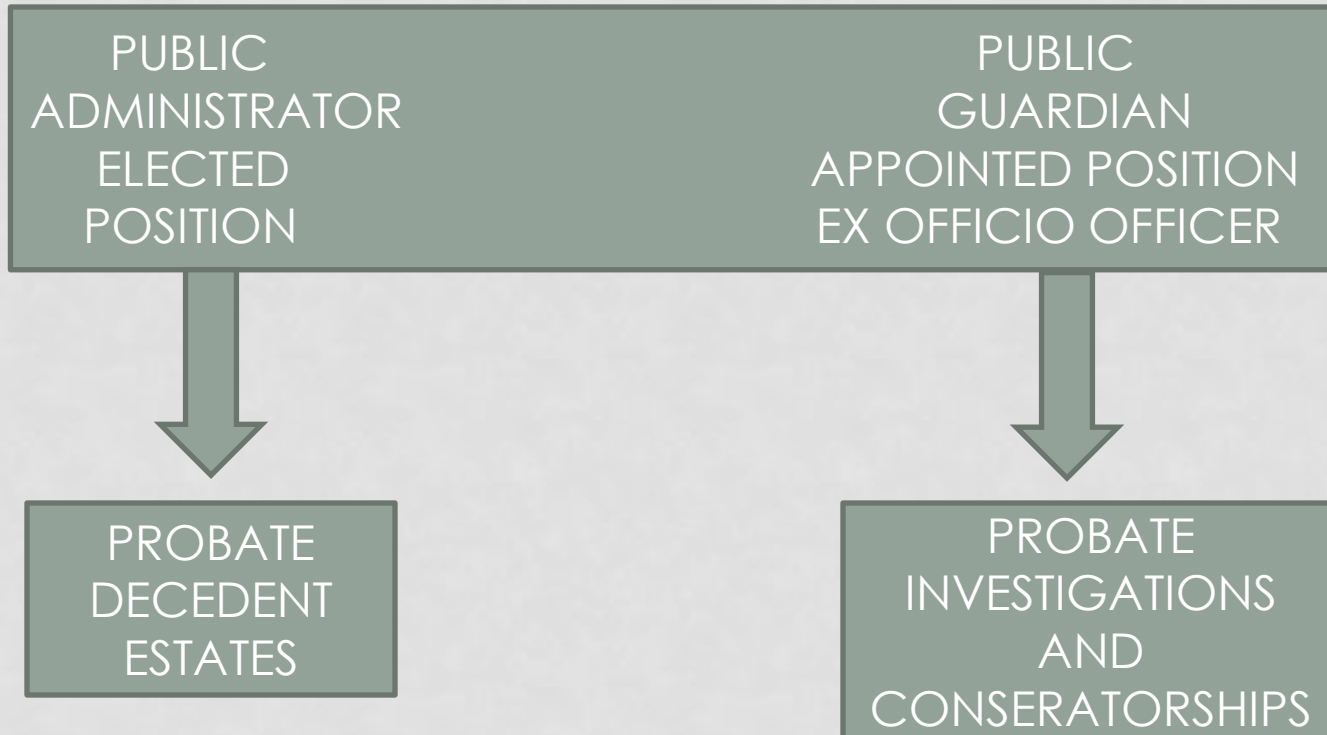
“The legitimate object of government, is to do for a community of people, whatever they need to have done, but cannot do, at all, or can not, so well do, for themselves - in their separate and individual capacities. In all that the people can do so well for themselves, government ought not to interfere. ”

Abraham Lincoln
July 1, 1854

Office of Public Guardian

- #Let's Talk About Religion, Politics & Money
- # Sleepless Nights
- # Keep Extensive Notes, You May Need to Testify in Court
- #Nobody Understands What You Do
- # How Can Someone's Life Get This Upside down?
- # Why Is There An Emergency Every Day?
- # People In Crisis Can Not Be Put On Hold# NO Deferral

PUBLIC ADMINISTRATOR / PUBLIC GUARDIAN DEPARTMENT



Public Administrator is elected pursuant to Government Code § 24009
Public Guardian is appointed pursuant to Government Code § 27430

PATRICIA BARTON – 23 years with County of Inyo

7 ½ years in Executive Offices of Superior Court as the Probate Examiner, working with local attorneys and their staff, thoroughly examining submitted paperwork, checking accounting and informing the court of my findings.

Complex Civil Litigation Case Manager, Assigned Judges Program Coordinator and Calendar Clerk

I had specific training through The Judicial Counsel of California for Court Clerk Training in Complex Civil and California Probate procedures.

Worked closely with Judge Cooper on multiple LADWP lawsuits, clerking and typing his opinions, as well as Judges Walker, Denton, Canfield & Stout, all of whom were instrumental and generous in mentoring me in both Civil and Probate procedure.

Have served 16 years at end of this term as Public Administrator Public Guardian.

First elected in the Primary in a three person race by majority vote and I have run unopposed in the last 4 elections.

AUTHORITY – Legally required by statutes: CERTIFICATION IS MANDATED
I am the Principal and Proxy Member with CAPAPGPC Association
California Public Administrator Public Guardian Public Conservator

Public Guardians...
Effective January 1, 2008
Probate Code Section 2923

Public Conservators...
Effective January 1, 2010
Probate Code Section 1456.2

Public Administrators...
Effective January 1, 2010
Probate Code Section 7605



The California legislature empowered the Association to determine the initial certification and continuing education requirements for all PA | PG | PCs and their staff with the language:

“**...shall** comply with the continuing education requirements that are established by the California State Association PAPGPC's”

I have been fully compliant with certification for both PA & PG from beginning of my tenure. Deputy Public Administrator Guardian is also a member of our association and is fully certified.

I serve on the CAPAPGPC Legislative Committee

I am the only one on the committee from “Small County or Very Small County”.

I feel it is eminently important to represent Inyo County, which is geographically large and rural but has a small population, to have a seat at the table regarding Legislation. I am confident this Board is also passionate for fair representation and is not complacent with a one-size-fits-all approach to County Government or for purposes of my office, Legislation that does not consider counties such as ours with little to no placement options, resort pricing, and limited services.

I am also on the CAPAPGPC Residency Committee.

As of July 29, 2022, we completed the final draft of our MOU regarding Determining Residency for both Public Administrators, Public Conservators and Public Guardians. I am confident it will be in place by October of this year. This MOU, if adhered to, will clarify residency for persons who are conserved in one county and placed in another and transient populations. Previously, W&I code 5352 & Probate Code 2201 have been open to interpretation.

The Office of the Public Guardian

- The Office of the Public Guardian is authorized by California Statute California Probate Code §§ 1400-3925 GUARDIANSHIP, CONSERVATORSHIP, AND OTHER PROTECTIVE PROCEEDINGS
- Public Guardians additionally adheres to Civil Code of Procedure, Local Rules of Court, California Civil Code, California Government Code, California Tax Code, and California Penal Code
- The Office of Public Guardian is an appointed position
- The Public Guardian *shall* conduct conservatorship investigations for Probate conservatorships as specified by Law or when ordered by the court or if there is not a suitable alternative to conservatorship.
- Investigation by Public Guardian shall occur within 72 hours after receipt of referral.
- Conservatorship is the **last resort** – All viable alternatives to conservatorship must be investigated and/or tried before PG can petition or recommend becoming conservator and *all* interested persons, including family members, and other institutions, must decline to act as Conservator of the Proposed conservatee.



What is Conservatorship?

- It is a civil court proceeding to appoint a legally responsible person for someone who is unable to provide for his/her personal needs or properly manage his/her finances, requiring proof of need and attendance by involved persons.

Types of Conservatorships

Lanterman-Petris-Short (LPS) – For individuals with mental health disorders who are gravely disabled * Inpatient & Outpatient
LPS conservatorships are Mandated under Welfare & Institutions Code §§ 350 Et. Seq.

LPS conservatorships are under the umbrella of HHS Mental Health Services
Inyo County presently has 4 LPS conservatees

Murphy Conservatorships- For persons who are deemed inept to attend a sanity hearing or mental health court trial, a Murphy Conservatorship will need to be established.

Although I am not the LPS conservator, I follow legislation and case law closely through the CAPAPGPC Legislative Committee.

Probate- Under Public Guardian- Generally for older adults with major neurocognitive disorders, victims of elder abuse or adults who are developmentally disabled, but includes Minor's estates and younger neurocognitive impaired.

Inyo County Public Guardian has **6** Person & Estate Conservatees and **10** Public Guardian Estate dispositions.

Public Guardian will calendar an additional Petition for Conservatorship of the Person and Estate shortly and PG has three pending Proposed Conservatorship referrals.

Three conservatees live independently with the fourth proposed conservatee also living independently.

Conservatees living independently require an enormous amount of time and effort to manage on a 24 hour daily basis .



Limited Conservatorships- Public Guardian Conservatorship of persons with Developmental Disabilities over the age of 18 Autism Spectrum Disorder, Cerebral Palsy, Intellectual Disability & Learning Disability. Inyo PG has one Limited Conservatorship.

PG shall act as a wise parent would act in caring for the parent's developmentally disabled child; shall permit and encourage maximum self-reliance on the part of the developmentally disabled person under their protection; and shall work with regional centers and the person, to the greatest extent possible, to develop and implement less restrictive alternatives to conservatorship.

For Limited conservatee...

Public Guardian has oversight and management of 6 separate Programs (IMAH, STRIVE, FIRST CHOICE SOLUTIONS, APOGEE & PIONEER HOME HEALTH CARE) and 5 individuals, that PG directly manages not including medical personnel.



Pioneer Home Health Care, Inc.

the community's trusted
non-profit home care agency



Inyo Public Guardian has also been ordered by Superior Court to become Guardian of the Estate of a Minor under the age of 18 with funds in a blocked account from money received from a Death Benefit of a parent. The Guardian Ad Litem was unable to provide Accountings and withdrew funds without court order.

Public Guardian marshalled funds and petitioned the court for withdrawals of funds as needed for school supplies through High School and in preparation of entering Community College, which included purchasing a laptop computer and used car to have transportation to and from work and classes. PG worked closely with minor in preparing him for making his own decisions for money management when he reached the age of majority.



Order of Preference- CA Probate Code §§1810-1813.1

If the proposed conservatee has sufficient capacity at the time to form an *intelligent* preference, the proposed conservatee may nominate a Conservator in the petition or in writing signed either before or after the petition is filed. The court will appoint the nominee unless they find it is not in the best interest of the proposed conservatee.

1. Spouse or Domestic Partner
2. An adult child
3. A parent
4. A brother or sister
5. Any other entity eligible for appointment or if there is no person or entity willing to act as conservator – Public Guardian

Many if not most of Inyo County Public Conservator's conservatees have family. Many families are not able to serve as conservator because of their own intellectual disabilities or physical health disabilities. Some family members can not serve because they *are* the physical and/or financial abusers. Some family members will not serve because they are estranged from their family member because of historical abandonment or physical and/or mental abuse *by* the proposed conservatee.

Probate Conservatorships – Public Guardian

- Named for laws found in the California Probate Code §§ 1800, Et. Seq.
- Referrals are received from the Court, Adult Protective Services, local law enforcement agencies, local government agencies, hospitals, care facilities, and private parties.
- Based on cognitive impairments/ deficits that render the person incapable of meeting his/her basic physical needs or managing/protecting his/her financial resources. Can include severe depression, TBI or Stroke
- Conservatorships are permanent and established for the **lifetime** of the individual.
- LPS Conservatorships automatically terminate after **one year** but may be renewed annually at a court hearing.
- Petition for Probate can be done by anyone; does not require involvement of Public Guardian. Local attorneys have petitioned on several occasions for Public Guardian as Successor Conservator of their cases due to change in circumstance of the conservatee or the attorney acting as conservator.



- Factors that impact investigating a case or filing of a petition by PG
 - Is there a Power of Attorney? Are there alternates listed?
 - Is there a Trust?
 - Is there a family member willing and able to take action?
 - What supportive services can be established?
 - Have all alternative options been tried?
 - If all other alternatives have **failed**, then...PG will petition
 - That means that the cases that come to PG are the **most difficult and desperate**



It can take months to establish a conservatorship due to Court Investigator investigation time, scheduling a hearing date and completion of Judicial Counsel Paperwork e.g. filing of Petition for Temporary Conservatorship and Temp Order and Letters. Petition for General Conservatorship, Order and Letters. Also, Confidential Supplemental Information (which is sequestered in Superior Court's File and Capacity Declaration completed by M.D. Timely notice to all parties. These are only the initial filings.

There is always an exception...I have had two Ex Parte hearings for Temporary Conservatorship on Christmas Eve!! Just recently...

This might sound like poor planning, but actually has universal contributing factors outside of PG's office.

Emergency situations can stay some paperwork, in the best interest of the Conservatee and will be put on calendar immediately when court re-convenes after two weeks dark during holidays or on next regular hearing date.

Between Thanksgiving and through January are always heightened times of vulnerability for our frail and elderly community.

Probate Conservatorship Intent

- Protect the rights of persons who are placed on conservatorship
- Provide that an assessment of the needs of the person is performed to determine appropriateness and extent of conservatorship
- Provide that the health and psychological needs are met
- Provide that community based services are used to the greatest extent to allow conservatees to remain independent.

Note: PG *always* pays for Meals-on-Wheels & ESTA bus passes if the estate can afford it. PG never utilizes services for free that can be paid for.



- Provide for periodic review of conservatorship: Annual or Biannual review and Accounting- notice given to all known relatives and any party requesting “Special Notice” Instructions are provided if anyone wishes to dispute care or accounting.
- Ensure basic needs are met...which are *extensive* for independent living persons.
- Provide for proper management and protection of property.
Inyo County Public Guardian buys and sells Tangible personal property including Modular Homes, cars and other moving vehicles and buys and sells Real Property on behalf of her conservatees.



Public Guardian Conservatorship Case Management

At initial Temp Con hearing, Proposed conservatee is appointed an attorney.

Superior Court orders investigation by a Court Probate Investigator

A Court Investigator conducts impartial investigations, which includes interviewing interested parties, proposed wards and conservatees, to identify and interview professional witnesses, and gather and review relevant documents and data in order to assist Judicial Officers in making informed decisions regarding Probate guardianships and conservatorships. Duties and responsibilities are carried out with considerable independence within a framework of established policies and procedures

Once PG is appointed by the Inyo County Superior Court as the Conservator over the Person and /or the Estate, the Office of Public Guardian will manage the daily life and/or financial affairs of the Conservatee.



Public Guardian is the surrogate decision maker or Substitute Decision Maker. Substitute Judgement requires an intimate knowledge of conservatees wishes, values, religious beliefs, political beliefs, family values, etc. “ What decision would conservatee make had he/she been able to decide?” Inyo Public Guardian begins to make end of life arrangements at the beginning of the conservatorship to include wishes of the conservatee and to insure payment of burial.

Sometimes it is difficult...What if conservatee is placed in Subacute Level of Care, non-communicative, Full Code POLST? (Physicians Orders for Life-sustaining Treatment)

Requires Court Hearing to allow to change POLST to allow natural death.



Medical Decision Powers - Probate Code §2355 - PG can and does obtain full medical decision making powers, including end-of-life decisions.

- Dementia Powers
- Part of Probate Conservatorship petition
- Request Authority to give Dementia Medications
- Request Authority to place conservatee in a “dementia facility” for the elderly – if appropriate (private pay or Medi-Cal?)
- Requires Declaration by Physician RE capacity
- Requires a finding by the Court that person lacks capacity

Public Guardian makes decisions regarding:

- Appropriate level of care – can conservatee remain in home
- Does conservatee have a pet(s)? If conservatee is placed outside of home, what happens to their beloved animals?
- If conservatee remains in their home, what is the priority for home repair? If there are family members, can they remain in the home?
- Who is the most appropriate caregiver?
- Does conservatee require additional medical specialists?

Upon Granting of Conservatorship of the Estate, Public Guardian Immediately...

- Preserves and Secures assets
- Searches for valuables and important personal papers, finds all bank accounts, checks for automatic debits, Safety Deposit Box, Investment Accounts, Stock and Bonds, Pensions, rental payments and other payments due to conservatee such as IOU, Victim Restitution, Tribal Payouts, Royalties from intellectual properties, Veteran's benefits and marshals Social Security payments, determine Medicare benefits, Medi-Cal benefits, CalFresh benefits, investigate Unclaimed Property California State Controller
- Personal and Real Property Management- Discover Title Clearance for Real Property and vehicles.



Because Public Guardian Probate Conservatorship is the last resort agency, most estates are distressed. Often, residences are in deplorable conditions requiring masking and gloves for personal safety to enter. Most often, bank accounts are overdrawn, bills have not been paid, services have been discontinued, such as electricity, phone service, cable, including receipt of medications. Most proposed conservatees live in rental property or their own home. Often they are hoarders and property is in disrepair & rodent infested.

Additionally, there are often HAZMAT concerns – feces & urine both person and animal, blood-borne pathogens and other body fluids.



After initial investigation

PG will file appropriate level of care Judicial Counsel Form GC-335
DETERMINATION OF CONSERVATEE'S APPROPRIATE LEVEL OF CARE

- Determine and file with Superior Court Determination of Level of Care This investigation by Public Guardian establishes with the Court by evidence presented what level of placement is most appropriate for conservatee. California Probate Code requires that a conservatee remains in their home if at all possible.

Other placements are Residential Care Facility for the Elderly aka Assisted Living, Skilled Nursing Facility and sometimes treatment or Senior assessment centers before placement, which could include substance abuse residential treatment facilities or Senior behavioral assessment facility. When the conservatee is an alcoholic or addict or has a personality disorder, conservatee requires multiple placements because they are non-compliant, drug seeking, anti-social, physically violent...

- PG establishes authority – Letters of Conservatorship – with Social Security, SSI, Medicare, Medi-Cal, Foreign Pensions, Domestic pensions, County Services, banks and banking institutions, VA, housing, all bill payees, physicians, hospitals, Insurance Companies, pharmacies, etc.

Public Guardian's oversight elevates level of care and placement requirements- which preserves estates and guards Inyo County Financially

- Public Guardian has conserved several persons that were in Skilled Nursing Facilities and with care and oversight elevated to a lessor restrictive placement of Assisted Living and even into Living independently in their own apartment. How does this save taxpayers?
- Some conservatees are immediately removed from their home for safety reasons. During the conservatorship process, Public Guardian has predetermined level of care and petitions Superior Court for immediate removal upon granting of the Temp Con. This of course requires an extensive amount of work by PG to secure placement at a facility.



Public Guardian has maintained a reputation of integrity with placement facilities throughout the state of California and consequently has been able to place very difficult persons in difficult situations upon the assurance of her office without upfront money. Never Dump!

- PG has been granted the power to place immediately into Locked Alcohol rehab facility.
- Some conservatees with behavioral issues or who are Narcissistic or Histrionic require frequent re-placement.
- Some conservatees remain in their home for a long period of time however due to fall, injury or advancement of dementia require a more restrictive setting with more oversight or 24 hour care.
- Inyo County has two Skilled Nursing Facilities
- Inyo County does not have an Assisted Living Facility, Residential Care facility, Memory Care Facility or Sub acute care facility



What is Acute Care?

The period of time or pattern of specialized health care during which a patient is treated for severe injury or illness, trauma, or during recovery from surgery

Highly specialized

http://www.ehow.com/about_5195079_definition-hospital-acute-care.html

Placements for a Probate Conserved Person

- No contracted Facilities- money from County to pay for placement facility
- Individual Admission Agreements for each conservatee/facility
- No placement in a locked psychiatric facility
 - Challenges – younger conservatees with TBI or substance use related neurocognitive disorders, often invite danger.
 - Inyo County PG has conserved persons with Schizophrenia and Bi-Polar Disorder, that do not meet criteria for LPS conservatorship
 - Inyo County PG has also conserved persons for Severe Depression, persons subject to undue influence and fraud, extreme hoarders who have become frail and elderly and can no longer safely live in their home for physical health and safety reasons and LPS conserved persons that have “aged out”



Elderly Inyo County residents ask, “If I am becoming a little forgetful, will I be conserved?”

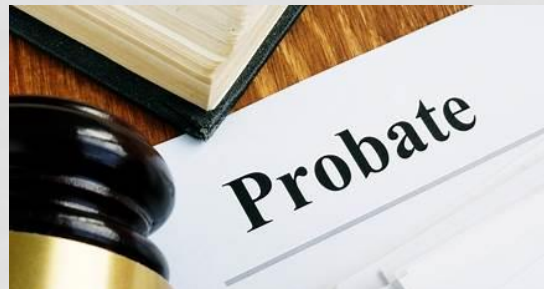
California Probate Law states that substantial inability may not be proved solely by isolated incidents of neglect or improvidence. There must be clear indications that disabilities will continue in order to substantiate the need for conservatorship. A non-conventional lifestyle or the fact that someone is a nuisance to the neighbors and the community are not themselves reasons supportive of a Conservatorship.



Duties of a Conservator

Typical duties include but are not limited to the following:

- Investigates for financial, social and medical background of persons who are placed on conservatorship
- Arrange for appropriate placement of the conservatees, which requires vigilance and oversight, frequent visits to ensure needs are met.
- Develop case management plans and monitor their implementation
- Make frequent visits to evaluate and monitor the delivery and quality of care given by treatment providers to determine special needs of conservatees
- Vigilant oversight of all healthcare and safety
- Hiring and oversight of care providers and home services
- Bill pay and money management of conservatee's estate
- Extensive reports or petitions of mandatory Judicial Counsel Paperwork throughout the length of the conservatorship



Inyo County Public Guardian works closely with and is supportive of:

Inyo County Superior Court- court filings and calendaring cases. Inyo PG executes and files all required Judicial Counsel paperwork through the course of the conservatorship and keeps a Court File for 10 years after termination of the conservatorship. Manages *extensive* supporting documentation. Since conservatees are conserved for life, each conservatee literally has 4 to 24+ bankers boxes of documentation and records depending on length of conservatorship.

Court Investigator- providing pertinent information for concise report to Superior Court regarding need for and level of conservatorship

Probate Investigator- for required Inventory and Appraisal of tangible personal property and Real property.

Court appointed attorney of conservatee- keeping attorney informed of changes in health or circumstance of conservatee

Family Members – some on a weekly or daily basis

County Counsel- Discussing legal and ethical implications of Public guardian's actions.

Persons that live independently require additional oversight and management. IHHS providers can be sick and unable to attend to their client, are unable to manage situations outside of basic needs, are unable to provide services such as pet management. Care providers are unable to make decisions in emergency situations and often do not have capacity to assist with technology issues.

Frequent issues are: the heater went out, the cooler stopped working, The hot water heater stopped working, the refrigerator stopped working...

Our present conservatee's that live independently live solely on their Social Security money. *PAYING* for repairs, service workers or replacements require careful money management, ingenuity and creativity.



Conservatees in Care Facilities-

PG has Care Plan Meetings frequently

Frequent issues are: lost dentures, eyeglasses & clothing.

Conservatee “doesn’t like the meals”, “doesn’t like their room mate” depressed that family doesn’t visit, wants additional money (Medi-Medi) can’t work TV, doesn’t take medication, is physically violent with staff and/or residents, or is inappropriately touching....

Care facility staff has unlimited access to PG – Facilities are **required** to call PG at **any hour** on **any day** to report fall, injury, transport to ER. If PG is not physically at ER, speaks with Doctor by phone re course of action permitting or denying treatment. Statistically, middle of the night, weekends and Holidays are most frequent time for ER visits. Why? PG visits facilities unannounced at different times of day, including weekends.



Limited Conservatorships require hours **every day** to manage scheduling of all person’s hired by Public Guardian’s office. Limited conserved persons are afforded services through Regional Centers and through Self Determination. Public Guardian employs and *manages persons on a daily basis, including weekends and holidays*. PG has **direct oversight** over programs. PG keeps a separate calendar just for daily schedule and activities. Imagine your 6 year old lives alone.

Additional Duties

- Rep Payee for Medicare, authority for Medi-Cal & other benefits
 - Pay bills- for independent living – quite a few bills, unlike LPS
 - Manage investments, CD's, open interest bearing account for larger estates, buy burial insurance, buy renter's and homeowners insurance, car insurance, etc.
 - Complete an Inventory and Appraisal of Estate - GC-040 & update
 - Liquidate estates by estate sale, auction, or on line Gov sale venues
 - Buy and sell Real property, vehicles, and other tangible personal property including toiletries, clothing, daily use items
 - Make *all* medical appoints and accompany them to appointments.
 - Execute POLST and Health Care Directives
 - Lodge and facilitate updating Trust and/or Will OR facilitate writing of Will if conservatee has capacity- Always include conservatees attorney
- Inyo County Public Administrator sometimes becomes the Executor of the Estate because conservatee has outlived all named executors or named Executor is convicted of Elder Abuse. PA can also act in capacity of Trustee of Trust. PG facilitates Special Needs Trusts & CalAble accounts.
- Plan for pets if conservatee dies or is removed from home: cats, dogs, horses, birds, cattle....
 - Complete all Judicial Counsel paperwork for each action taken e.g. Sale of Home, move residence, Update I &A, Bi-Annual Accounting and reports. Superior Court has full oversight of PG's actions.

- Complete all Paperwork: SSA, SSI, Medi-Care, Medi-Cal, Disability Benefits, CalFresh –
Annually complete paperwork for continued benefits
- Make decisions for all medical needs – Physical, mental, dental, eye, hearing, podiatry, nutritional, PT, OT, exercise regimes, set up pills, etc.
OBJECTIVE = THRIVE not just survive
- Manage and have oversight over pet health
- Communicate with family, friends, Attorney of conservatee and County Counsel pertinent information as requested or as PG designates is in the best interest of conservatee.
- Arrange for spiritual needs- receiving communion, access to place of worship, last rights by priest, provide objects of ritual or belief requirements, etc.
- Provide access and facilitate previous Service Organizations or Tribal contacts
e.g. Veteran's Organizations, Lion's Club, Ethnic Organizations, alma maters, etc.
- Provide access and facilitate personal spending – Allowance, Christmas Money, special outings, what about gambling? Cigarettes?



- Special Circumstances – Extraordinary tasks of Conservator

Divorce proceedings of conservatee

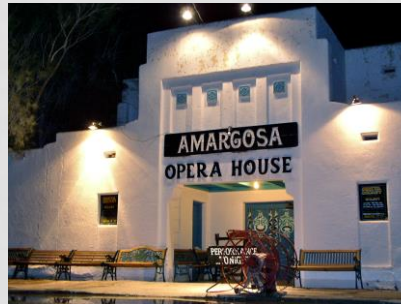
Death of children or spouse: PG acts on behalf of Conservatee as the decision maker with substitutive Judgement for the living spouse as the designated Executor of Estate. For Example...

Organize and act on behalf of conservatee:

Non- Profit Organizations and businesses, etc.

For one conservatee, I restructured and re-established her non-profit, restoring and preserving a national treasure in Death Valley area.

These services are considered extraordinary and Public Guardian and her Attorney can petition the court for additional fees for these services if the Estate can afford it. This requires additional time and paperwork, *must* be court approved and is petitioned for sometimes a year or two after services, presented to the court during the Bi-Annual Accounting.



More required services...

- End of Life- Facilitate care and adherence to POLST, arrange for Hospice, micro-manage palliative care, contact friends and family and arrange for final visits or communication. Inyo County Public Guardian makes every effort to not have any conservatee die alone.
- Upon death, work with and manage arrangements with Coroner and Mortuary. Sometimes conservatees die in Nevada after air lift.
- Immediately marshal Tangible personal Property including Patient Trust Accounts from placement facility **OR** secure home, clean out perishables, place pet with previously arranged placement, or sometimes if can't be rehomed, arrange for euthanasia if not able to place because of aggression.
- Complete X and Final Accounting of Estate – appear at court hearing
- Deliver upon Approval by Court, Estate to Executor of Will **OR** if small estate and there is not a will, liquidate estate, quickly vacate property if it is rental property, pay last bills, take fees upon approval by Court, distribute sentimental tangible personal property of estate as designated by California Probate Code for Intestate Estates, deliver tangible personal property and any remaining funds in accordance to CA Probate Code, or escheat to the State of California.

Continued financial Benefits to the County of Inyo...

Public Guardian Fee Schedule

| DESCRIPTION | FEE AMOUNT | UNIT | AUTHORITY |
|---|--|--------------------|---|
| 1. Establishing Probate Conservatorship (Review, Investigation Court documents, and Court Proceedings) | \$650.00 | One time/Flat Fee | Probate Codes 2623, 2640, 2942 |
| 2. Bond Fee | \$25.00 Flat Fee + ¼ of 1% of balance over \$10,000.00 | Annually | Probate Code 2942 (c) |
| 3. Probate Accountings (Annual or Biannual) | \$650.00 | Annual or Biannual | Superior Court |
| 4. Attorney (County Counsel) | \$151.00 | As incurred | Probate Codes 2623, 2640, 2642, and 2942 and Superior Court |
| 5. Personal Services | \$200.00 if Acct. Bal. Over \$20,000.00 \$150.00 if Acct. Bal. \$10,000.00-19,000.00 \$50.00 if Acct. Bal. \$5,000.00-\$9,999.00 | Monthly | Superior Court |
| 6. Real and Personal Property Sales by Public Guardian | 6% of gross value | As Needed | Probate Codes 2623, 2643, 2942 and Superior Court |
| 7. Transportation (Investigations, Court Appearances, Transporting of Personal Property to Storage, Travel to convalescents to access conservatee) | Current Rate of 53.5 Cents per mile | As Needed | Probate Code 2942 (Per Inyo County Travel Policy) |
| 8. Storage of Personal Property | \$5.00 | Monthly | Probate Code 2942 |
| 9. Extraordinary Services | \$75.00 | As Incurred | Superior Court |
| For account balance under \$5,000.00, the standard \$650.00 account fee will be taken in lieu of monthly or other services provided by Public Guardian. | | | |
| For account balances over \$20,000.00 an hourly fee will be taken monthly based on number of hours spent. | | | |
| The Public Guardian will request that accounting fees be deferred in any case in which a conservatee's daily needs of life cannot be met because of insufficient funds. | | | |

I include fees of County Counsel and Public Defender in my Accounting within the Pleadings portion. I also include travel fees for out of county placements.

How else does Public Guardian Financially Protect and Legally Protect the County of Inyo?



Public Guardian guards against Civil Lawsuits

Remember the Turpin kids? Riverside County- House of Horrors - Jan 2018
13 children ages 2 to 29

“In a 20/20 Interview, ABC News identified Vanessa Espinoza as the deputy Public Guardian official assigned to the conservatorship of what at the time consisted of seven adult children.

Jennifer and Jordan Turpin told the ABC-TV show of having insufficient housing, food and life-skills training. Joshua Turpin said he was denied money for a bicycle from a trust fund that held hundreds of thousands of donated dollars being administered by the Public Guardian.

And on that show, Riverside County District Attorney Mike Hestrin told reporter Diane Sawyer that the Turpin adults were living in a “crime-ridden neighborhood” and in “squalor.” - THE PRESS ENTERPRISE-CRIME AND PUBLIC SAFETY May 23, 2022

In a Tik Tok video released on May 22, 2022 - "Jennifer Turpin (age 33 eldest of Turpin Children) said it was unfair to put so much of the blame on Espinoza" and in summary, that Jennifer Turpin's bosses are to share the blame.

July 11, 2022 | Case News/Update

Larson's (Specially appointed Law firm) a 634-page report was submitted to Riverside County on July 8, concluding the firm's eight month investigation into County departments associated with the services provided to the 13 Turpin children who were rescued from their abusive home in 2018.

“Some of the older siblings (Probate conserved adults) experienced periods of housing instability and food insecurity as they transitioned to independence . . . Many were caught in the middle of confusing and complicated legal proceedings . . . When they complained about their circumstances, they often felt frustrated, unheard, and stifled by the system.”

Inyo County Public Guardian, regardless of staffing or pressure from outside forces to prioritize differently, has and will always put the care of her conservatees **first**. Trauma from neglect or death as a result of poor oversight can not be reversed.

I keep thorough and extensive documentation regarding occurrences and decisions made for each conservatorship case. Consequently, the amount of documentation requires several hours a day to complete.

Let me introduce you...**There is often a misconception of Probate conserved persons.**

- Nurses, including USC nursing professor
- Estonian Scientists - 1939 Stalinist Soviet Union, invaded and occupied Estonia, at beginning of WWII. Germany was considered liberators but Nazi Germany was revealed as another occupying power. For a short period, my conservatee was an SS officer. Estonian service men could defect if they were desirable assets to US and got short track to citizenship if they served in their specialty in a service branch.
- Many Veterans from ALL service branches, both male and female
- Several Teachers, Federal Employees, County of Inyo Employee, Executive Secretaries, engineers, blue collar workers...
- Dock Worker from New Jersey - rough job because of Mob involvement
- Missionary to China - Couple- (conserved man and wife) lived very dangerously. After WWII, many service men and women had witnessed global needs. My conservatees were called to Missionary work after the war, which was banned in China. Many missionaries were "lost" or imprisoned.
- Several Naturalized citizens from Germany, Austria and other parts of Europe ...Post WWII, all White collar professionals
- Artists: Authors, ballet dancer, painters

- From Agnostic to devout believers risking their life for their faith.
- Well educated Ph.D.s to hardworking laborers

Persons who did “everything” right: gainfully employed entire life, fought wars, saved money for rainy day, owned homes and vehicles, were small businesses owners, had IRAs, payed taxes, raised children, but life is sometimes not kind.



In conclusion...recap of the many hats that Public Guardian wears!

Legal- PG completes most Pleadings and Judicial Counsel Paperwork. County Counsel has oversight and gives legal counsel , but is relieved of extensive time consuming legal paperwork – freeing CC department for other duties, saving Inyo County funds.

Investigators & Genealogists

Banker, Estate and wealth manager, Trustee of Trusts

Medical decision maker – with substituted judgement- daily and death

Family or Parent – Counselor & Mediator



Haz Mat specialist

Manager and facilitator of multiple entities and persons- **Daily** guidance

Social Worker --Very important but, unfortunately, these tasks are what are witnessed and often are believed the core or essence of the Department function. It is only a *small* sliver of the pie.

Death Doula – Responsibility does not end with death.



Let's talk about death...

Conservatorships, with minutely few exceptions, end with the death of the conservatee. I have been the conservator for some up to 15 years. As previously stated, conservatorship of the Estate does not end with death and substantial immediate actions must be taken and Court Paperwork completed. I manage cremation or burial and memorials. Sometimes, I am the only person besides the mortuary attendant that attends the graveside funeral.

Unfortunately, there is not room for grieving, there is little acknowledgement of the depth of loss on a personal level. This is called Disenfranchised Grief.

Conservatees are very sensitive to manor and tone. They always know that their security lies in the stability and availability of their Conservator. If there is family, they rely on the strength of Public Guardian to carry them through their grief.

There is no respite, only new emergencies, new trauma, new conservatees in crisis. Until recently, Public Guardian has only had two weeks of vacation time, **only** when she has been allowed a Deputy. I have been on call 24 hours a day, 7 days a week for the majority of my 16 year tenure.

The recent past CAO and her Assistant CAO are the **first** to allow on call funding to the PAPG department. Thank You!!!

Thank you for your time

In conclusion –



“Caring for our seniors is perhaps the greatest responsibility we have. Those who walked before us have given so much and made possible the life we all enjoy”

Senator John Henry Hoeven III

“The true measure of any society can be found in how it treats its most vulnerable members.”

Mahatma Gandhi

Next presentation: Office of Public Administrator

#International Probate

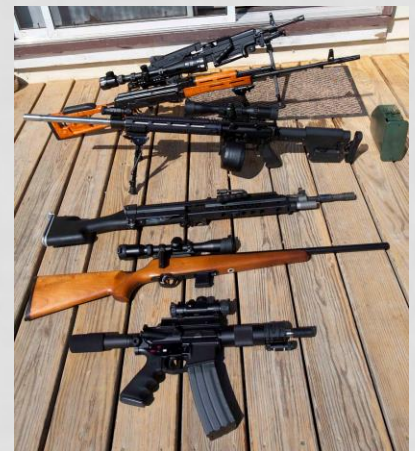
guns

drugs

Haz Mat

what is that smell?

Body not found in DV in 100+% heat for weeks





County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: October 4, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular meeting of September 20, 2022 and the budget hearings of September 20, 2022.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 9/29/2022
Final Approval - 9/29/2022