



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

**NOTICES TO THE PUBLIC: (1)** This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. 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 may do so 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.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us)

**(2)** 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).

### REGULAR MEETING June 27, 2023

*(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)*

#### Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**  
Comments may be time-limited

#### CLOSED SESSION

- 2) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.
- 3) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.
- 4) **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, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

**OPEN SESSION** (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 5) **Pledge of Allegiance**
  - 6) **Report on Closed Session as Required by Law**
  - 7) **Public Comment**  
Comments may be time-limited
  - 8) **County Department Reports**

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

- 9) **Contract between the County of Inyo and Mammoth Lakes Mosquito Abatement District**  
Agricultural Commissioner | Nathan Reade  
  
**Recommended Action:** Approve the contract between the County of Inyo and Mammoth Lakes Mosquito Abatement District for the provision of mosquito abatement and control activities in an amount not to exceed \$70,000 per year for the period of July 1, 2023 to June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 10) **Approval of Board of Supervisors Meeting Minutes**  
Clerk of the Board | Assistant Clerk of the Board  
  
**Recommended Action:** Approve the minutes from the regular Board of Supervisors meetings of June 13, 2023 and June 20, 2023.
- 11) **Continuation of Local Emergency**  
County Administrator - Emergency Services | Mikaela Torres  
  
**Recommended Action:** Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023.
- 12) **Domain Name Authorization**  
County Administrator - Information Services | Noam Shendar  
  
**Recommended Action:** Approve and authorize the Chairperson to sign a letter requesting responsibility for the domain name www.inyo.gov.

- 13) **Inyo-Mono County Veterans Services Office - Annual Compliance Forms**  
County Administrator - Veterans Service Office | Denelle Carrington
- Recommended Action:** Authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance for Fiscal Year 2023-2024 and the California Department of Veterans Annual Subvention Certificate of Compliance for Fiscal Year 2023-2024.
- 14) **Approval of Hiring a Hazardous Materials Program Manager Senior at Step E**  
Environmental Health | Jerry Oser
- Recommended Action:** Authorize the hiring of one (1) Hazardous Materials Program Manager Senior, Range 84 (\$7,178 - \$8,725), at the E Step (\$8,725).
- 15) **CDPH Immunization Branch Local Assistance Grant Agreement Renewal 22-27**  
Health & Human Services | Marilyn Mann
- Recommended Action:** Ratify and approve Agreement 22-11027 between the County of Inyo and California Department of Public Health, Immunization Branch, of Sacramento, CA for the provision of the Immunization Program in an amount not to exceed \$310,219.58 for the period of July 1, 2022 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign the Grant Agreement, the CDPH 1229, the Certification Regarding Lobbying, the Contractor Certification Clause, and the California Civil Rights Laws Attachment.
- 16) **Agreement with Stantec Consulting Services, Inc. for Epidemiology Services**  
Health & Human Services | Marilyn Mann
- Recommended Action:** Approve the sole-source contract between the County of Inyo and Stantec Consulting Services, Inc. for the provision of Epidemiology Services in an amount not to exceed \$290,400 for the period of July 1, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget; and authorize the Chairperson to sign the contract and Business Associate Agreement, contingent upon all appropriate signatures being obtained.
- 17) **Modification to Subcontractor Agreement with Advocates for Human Potential Crisis Care Mobile Unit Project**  
Health & Human Services | Marilyn Mann
- Recommended Action:** Approve the modification between the County of Inyo and Advocates for Human Potential, Inc. of Sudbury, MA, to increase funding by \$300,000 for a total of \$500,000 with the period of performance extended through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the HHS Director or Designee to sign, contingent upon all appropriate signatures being obtained.

18) **Program Funding Agreement for Community Care Expansion Preservation Projects**

Health & Human Services | Marilyn Mann

**Recommended Action:** Approve the agreement between the County of Inyo and Advocates for Human Potential, Inc (AHP) of Sudbury, MA for an amount not to exceed \$203,113.00 for the period of July 1, 2023 through January 30, 2027, contingent upon the Board's approval of future budgets, and authorize Marilyn Mann, HHS Director to sign the agreement, Certification regarding lobbying and the CDSS Confidentially and Information Security requirement and authorize the Assistant Chief Information Officer or Designee to sign the CDSS Confidentially and Information Security requirement.

19) **Life Generations Healthcare, LLC Amendment No. 1 Provision of Mental Health Services**

Health & Human Services - Behavioral Health | Marilyn Mann

**Recommended Action:** Approve Amendment No. 1 to the agreement between the County of Inyo and Life Generations Healthcare LLC of Lakeside, CA, increasing the contract to an amount not to exceed \$100,000 and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

20) **California Department of Aging FY 2023-24 Area Plan Agreement**

Health & Human Services - ESAAA | Marilyn Mann

**Recommended Action:** Approve Contract No. AP-2324-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$1,560,586 for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize the HHS Director to sign the Standard Agreement (STD 213), Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.

21) **Modernizing Older Californians Act Nutrition Services**

Health & Human Services - ESAAA | Marilyn Mann

**Recommended Action:** Approve the standard agreement with the California Department of Aging in the amount of \$572,754 for the period beginning July 1, 2023 through March 31, 2029 and authorize the HHS Director to sign the standard agreement, the Information Integrity and Security Statement, the Civil Rights Certification, and the Contract Certification form.

22) **Modernizing Older Californians Act Supportive Services**

Health & Human Services - ESAAA | Marilyn Mann

**Recommended Action:** Ratify and approve the standard agreement with the California Department of Aging in the amount of \$229,544 for the period beginning January 1, 2023 through March 31, 2026 and authorize the HHS

Director to sign the standard agreement, the Information Integrity and Security Statement, the Civil Rights Certification, and the Contract Certification form.

23) **Agreement for the Provision of Personal Services as County Health Officer**

Health & Human Services - Health/Prevention | Marilyn Mann

**Recommended Action:** Approve the agreement between the County of Inyo and James A. Richardson, MD for the provision of Health Officer services in an amount not to exceed \$205,000 for the period of July 1, 2023 to June 30, 2024, contingent upon the Board's approval of future budgets for the Fiscal Year 2023-2024 Budget; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

24) **Approval of Hiring a Public Health Nurse at Step E**

Health & Human Services - Health/Prevention | Marilyn Mann

**Recommended Action:** Authorize the hiring of one (1) Public Health Nurse, Range 80 (\$6,509 - \$7,918), at the E Step (\$7,918).

25) **eXemplar Human Services Contract**

Health & Human Services - Social Services | Darcia Blackdeer-Lent

**Recommended Action:** A) declare eXemplar Human Services of Reno, NV a sole-source provider of customized Social Service reporting tools and services; B) approve the agreement between the County of Inyo and eXemplar Human Services of Reno, NV for the provision of customized Social Service reporting tools and services in an amount not to exceed \$120,000.00 for the period of July 1, 2023 to June 30, 2025, contingent upon the Board's approval of future budgets; and C) and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

26) **Daniel B. Stephens & Associates, Inc. Contract Amendment No. 7**

Planning Department | Cathreen Richards

**Recommended Action:** Ratify and approve Amendment No. 7 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services to amend all sections relating to the Term of the agreement to be April 25, 2017 to April 25, 2024, contingent upon the adoption of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.

27) **Amendment No. 5 to MOU between the County of Inyo and Tuolumne County**

Probation | Jeffrey Thomson

**Recommended Action:**

- A) Approve Amendment No. 5 to the Memorandum of Understanding between the County of Inyo and the County of Tuolumne to extend the Agreement from July 1, 2023 to June 30, 2025 and set the following daily rates:
  - 1. \$175.00 per day from July 1, 2023 through June 30, 2024 per youth placed at the Mother Lode Regional Juvenile Detention Facility with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and \$210.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and
  - 2. \$185.00 per day from July 1, 2024 through June 30, 2025 per youth placed at the Mother Lode Regional Juvenile Detention Facility with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and \$225.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and
- B) Authorize the Chairperson and Chief Probation Officer to sign.

28) **Diaz Lake Water System Upgrade Project - Resolution & Notice of Completion**

Public Works - Parks & Recreation | Michael Errante

**Recommended Action:** Approve Resolution No. 2023-20 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Diaz Lake Water System Upgrade Project," and authorize the Chairperson to sign.

29) **North Round Valley Bridge Over Pine Creek Bridge Replacement Project - Resolution & Notice of Completion**

Public Works | Michael Errante

**Recommended Action:** Approve Resolution No. 2023-21 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the North Round Valley Bridge Over Pine Creek Bridge Replacement Project," and authorize the Chairperson to sign.

**REGULAR AGENDA**

30) **Presentation of Assessor's Office Operations**

Assessor | David Stottlemyre  
20 minutes (10min. Presentation / 10min. Discussion)

**Recommended Action:** Receive a presentation from the Assessor summarizing the work done within the Assessor's office, and concluding with an introduction to current/future projects followed by Q&A.

- 31) **Adult and Juvenile Probation Presentation**  
Probation | Jeffrey Thomson  
20 minutes (10min. Presentation / 10min. Discussion)

**Recommended Action:** Receive a presentation on the Adult and Juvenile Probation programs.

#### ***ADDITIONAL PUBLIC COMMENT & REPORTS***

- 32) **Public Comment**  
Comments may be time-limited
- 33) **Board Member and Staff Reports**  
Receive updates on recent or upcoming meetings and projects



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3855

### Contract between the County of Inyo and Mammoth Lakes Mosquito Abatement District Agricultural Commissioner ACTION REQUIRED

**ITEM SUBMITTED BY**

Nathan Reade, Ag Commissioner

**ITEM PRESENTED BY**

Nathan Reade, Ag Commissioner

**RECOMMENDED ACTION:**

Approve the contract between the County of Inyo and Mammoth Lakes Mosquito Abatement District for the provision of mosquito abatement and control activities in an amount not to exceed \$70,000 per year for the period of July 1, 2023 to June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Owens Valley Mosquito Abatement Program has been providing mosquito control and abatement services for the Mammoth Lakes Mosquito Abatement District for many years. This contract would extend that relationship out to 2028, as the current contract will expire on June 30, 2023. The only change that has been made to the contract from the previous five-year contract is the amount, which has been increased by \$5,000 each year (from \$65,000 per year to \$70,000 per year) for a total of \$350,000 over the five -year term.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	154101
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This budget relies on funding provided by this contract.			
<b>Future Fiscal Year Impacts</b>			
If not approved, the mosquito control budget will lose \$350,000 in revenue over the next five years.			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**



**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Mammoth Lakes Mosquito Abatement District - Inyo County Agreement

**APPROVALS:**

Nathan Reade	Created/Initiated - 6/19/2023
Darcy Ellis	Approved - 6/20/2023
Nathan Reade	Approved - 6/20/2023
John Vallejo	Approved - 6/20/2023
Amy Shepherd	Approved - 6/20/2023
Nate Greenberg	Final Approval - 6/21/2023

**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH  
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF  
MOSQUITO ABATEMENT SERVICES**

WHEREAS, the Mammoth Lakes Mosquito Abatement District (hereinafter referred to as “MLMAD”), has the need for the mosquito abatement services of the County of Inyo, a political subdivision of the State of California (hereinafter referred to as “County”) performed through or by its Owens Valley Mosquito Abatement Program, and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

The County hereby agrees to provide mosquito abatement services to MLMAD. These services will include field surveillance, monitoring and mosquito control in the MLMAD, as further set out in Appendix A. The goal of this agreement is to place primary emphasis on the mitigation of potential mosquito-borne disease transmission, to include the emerging West Nile Virus, and the avoidance of nuisance conditions from mosquitoes in the MLMAD.

Work performed under this Agreement shall comply with the mosquito abatement requirements set forth in the annual cooperative agreement between the State of California, Department of Public Health, Vector-Borne Disease Section and the County (Appendix B).

Work by the County that is outside the Scope of Work or which will result in additional charges, shall not be performed unless this Agreement is amended in accordance with Section 18 of this Agreement to include said work.

This Agreement is not intended to modify any duty of MLMAD to abate nuisances on its property.

**2. TERM**

This Agreement shall become effective upon the date of execution by the person authorized to do so by the Board of Mammoth Lakes Mosquito Abatement District and shall continue for a term of five (5) years from said effective date unless otherwise terminated as provided below.

**3. COMPENSATION**

MLMAD shall pay to County seventy thousand dollars (\$70,000.00) annually for the services set out in Section 1 and Appendix A. Annual payments shall be in two installments, half shall be due on July 1 of each year and half shall be due on January 1 of each year. The expenditures under this Agreement for all expenses and supplies shall not exceed \$350,000 for the term of this Agreement.

4. **BILLING & INVOICES**

The County shall bi-annually submit to the Mammoth Lakes Mosquito Abatement District c/o Steve Ganong, Contract Administrator, P.O. Box 1943 Mammoth Lakes, California 93546 a verified and itemized invoice stating the services performed and any expenses necessarily incurred during the prior six-month period. Such invoices shall be detailed and shall include a copy of any invoice submitted to the County from each supplier.

5. **PERMITS**

The County and its officers, agents, and employees shall obtain and maintain all permits and licenses necessary for the County's performance hereunder and shall pay any fees required therefor.

5. **INDEPENDENT CONTRACTOR**

The County is acting hereunder as an independent contractor and not as an agent or employee of MLMAD. The County shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of MLMAD.

6. **PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

A. The County shall not assign or otherwise alienate any of its rights hereunder, including the right to payment.

B. The County shall not delegate or otherwise transfer any of its duties hereunder.

7. **INSURANCE**

Proof of insurance shall be provided by each party to the other party prior to commencing any work under this Agreement.

A. General Liability.

Both the County and MLMAD shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed under this Agreement. Such policies shall have a per occurrence combined single limit coverage of not less than two million dollars (\$2,000,000). Such policies shall not exclude or except from coverage any of the services and work required to be performed by the County under this Agreement. The required policies of insurance shall be issued by an insurer authorized to sell such insurance by the State of California that has an "A.M. Best's" policyholder's rating of at least an "A" or by a Joint Powers Authority insurance pool that has reinsurance with an "A.M. Best's" policyholder's rating of at least an "A". Prior to commencing any work under this Agreement, each

party shall provide the other: 1) a certificate of insurance documenting evidence of the required coverage; and 2) an additional insured endorsement applying to the other party, its agents, officers and employees. Neither the County nor MLMAD shall modify, terminate, or cancel said policy without 30 days' written notice of cancellation or change of coverage to the other.

**B. Business Vehicle.**

The County shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all County- owned, non-owned, and hired vehicles employed by the County in the performance of the services and work requested by MLMAD, as described in this Agreement. Neither the County nor MLMAD shall modify, terminate, or cancel said policy without 30 days' written notice of cancellation or change of coverage to the other.

**8. INDEMNIFICATION**

The MLMAD undertakes and agrees to indemnify and hold harmless the County and all of its officers, agents, employees and governing board members, and, at the option of the County, to defend the County, its Board, officers, employees, agents, and representatives from and against any and all suits or causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature, whatsoever, for death, bodily injury or personal injury to any person, including MLMAD employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner, arising out of, resulting from, or in connection with the performance of this Agreement.

To the extent permitted by law, the County shall protect, indemnify, and hold harmless MLMAD, its agents, officers, employees, governing board members, and representatives from and against any and all claims, demands, and causes of action by County's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by County hereunder and resulting from the negligent act or omissions of County, its officers, or employees. The foregoing reference to 'negligent act' is not intended to limit the County's obligation to defend, indemnify, and hold harmless MLMAD, its agents, officers, employees, governing board members, and representatives with respect to any alleged errors or omissions by the County relating to the proper handling and application of pesticides once the decision has been made to use them in a particular situation.

The obligations to defend, indemnify, and hold harmless under the provisions of this section are not limited to, or restricted by, any requirement in this Agreement for MLMAD and the County to procure and maintain a policy of insurance, and shall survive the termination or expiration of this agreement.

**9. RECORDS & AUDITS**

The County shall maintain records and books of accounts showing all costs and expenses incurred by the County for this Agreement. MLMAD shall have the right upon reasonable notice, to audit the books, records, documents, and other evidence and the accounting procedures and practices, where needed, under time-and-materials tasks, to verify the costs and expenses claimed. MLMAD retains this right for at least three years after final payment and until all disputes, appeals, litigation, or claims have been resolved. This right to audit shall also include inspection at reasonable times of the County facilities that are engaged in the performance of this Agreement. In addition, the County shall, at no cost or expense to MLMAD, furnish reasonable facilities and assistance for such an audit. Upon request, but at MLMAD's cost, the County shall also provide copies of documents applicable to this Agreement. The audit findings shall, to the extent allowed by law, be treated by MLMAD as confidential.

**10. CONFIDENTIALITY OF INFORMATION**

Except as provided by the California Public Records Act, all information contained in drawings, specifications, technical reports, and data provided by MLMAD to the County shall be held in confidence by the County and used only to provide services to MLMAD. The County shall not disclose said information without the Contract Administrator's written authorization.

**11. REPRESENTATIVES AND NOTICES:**

Any notice, demand, or request directed to MLMAD shall be delivered to:

Mammoth Lakes Mosquito Abatement District  
Lorinda Beatty, District Secretary  
P.O. Box 1943  
Mammoth Lakes, California  
93546 (760) 914-1354

Any notice, demand, or request directed to the County shall be delivered to:

Agricultural Commissioner  
Counties of Inyo/ Mono  
Department of Agriculture  
1360 N. Main Street  
Bishop, CA 93514  
(760) 873-7860

**12. CONFLICTS**

**A. Claims for Labor and Materials**

The County shall promptly pay, when due, all amounts payable for labor and materials furnished in performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any MLMAD property, against the County's rights to payments hereunder, or against the MLMAD, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**B. Errors and Omissions**

The County shall be responsible for correcting or remedying any errors or omissions which occur in performance of the services under this Agreement and which are the result of the County's negligence or action. The cost of correcting or remedying any error or omission shall be borne by the County.

**13. BREACH**

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, said party shall be in breach and any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**14. TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party, without cause, on 30 calendar days' written notice. Said notice will be given by the Contract Administrator on MLMAD's behalf and by the Agricultural Commissioner on the County's behalf. The County shall be entitled to payment for all services performed to the date of cancellation on a pro rata basis and for all other reasonable termination expenses.

**15. VENUE**

The venue for any dispute or litigation shall be in Mono County, California.

**17. APPLICABLE LAW AND SEVERABILITY**

Each party's performance hereunder shall comply with all applicable laws of the United States of America and the State of California. This Agreement shall be enforced and interpreted under the laws of the State of California.

If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government

having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

**18. AMENDMENT**

All amendments hereto shall be in writing and signed by the person(s) authorized to bind the parties thereto.

**19. INTEGRATION**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 18 hereof.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF INYO:**

By: \_\_\_\_\_  
Name: Jennifer Roeser  
Title: Chair of the Board of Supervisors  
Date: \_\_\_\_\_

**MLMAD:**

By: \_\_\_\_\_  
Name: Steve Ganong  
Title: Chair of the Board of Directors  
Date: \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH  
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF  
MOSQUITO ABATEMENT SERVICES**

**APPENDIX A**

**Scope of Work:**

**Staff and Equipment**

COUNTY will maintain and utilize adequate staff and equipment to address all mosquito concerns within the MLMAD.

1. All permits and regulatory requirements needed to conduct business will be obtained by the COUNTY.
2. MLMAD rate payers will be encouraged to contact the County via a local phone number and/or email to report mosquito issues. All rate payer requests will be responded to within one business day.
3. All County staff will wear uniforms clearly identifying them as mosquito abatement staff and will be certified by the State of California, Department of Public Health, Vector- Borne Disease Section in the control of mosquitoes.
4. All known mosquito breeding sources will be inspected weekly and adequate mosquito larvicide will be applied.
5. Routine and random investigations of possible mosquito breeding sources will be conducted throughout the service area.
6. Routine and specific adult mosquito trapping will occur during the mosquito breeding season. Samples will be submitted for testing and results determined.
7. The County will inform MLMAD should MLMAD need to request an inspection and abatement warrant; should MLMAD need to notify a property owner of the existence of a public nuisance; and should any person restrain, hinder, obstruct or threaten the County's staff in the performance of duties pursuant to this Agreement or otherwise interfere with any work done by, or under the direction of, the County pursuant to this Agreement.

**Pesticides**

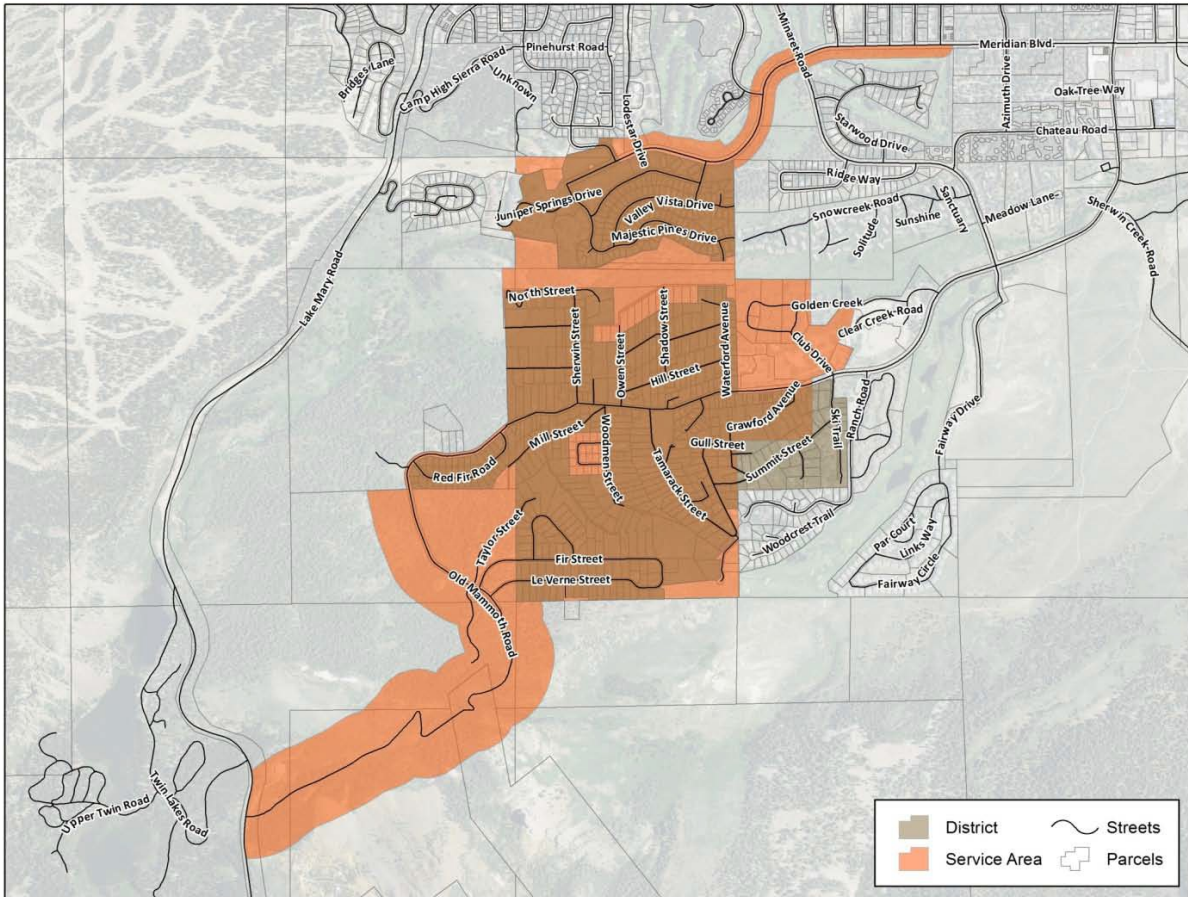
The County will purchase and maintain all mosquito control pesticides. Primary mosquito control efforts will focus on mosquito larvae control (larvicides). Adult mosquito control will occur when adult mosquito populations are verified by trapping populations in excess of 50 adult mosquitoes or when there is a public health need regardless of population limits.

1. All pesticides must be accepted for use by the State of California and the County Agricultural Commissioner.



2. If there is a need for adulticide applications, the COUNTY will attempt to notify the public 24 hours advance notice. If need for control is eminent, advanced notice may not be possible. Media for notice will include radio and posted notices at public facilities. A “Do Not Spray” list will be maintained and honored as best managed.

MLMAD Boundaries



**AGREEMENT BETWEEN THE COUNTY OF INYO AND THE MAMMOTH  
LAKES MOSQUITO ABATEMENT DISTRICT FOR THE PROVISION OF  
MOSQUITO ABATEMENT SERVICES**

**APPENDIX B**

**Cooperative Agreement**

The County will provide all the functions of a mosquito abatement district outlined in the annual cooperative agreement with the State of California, Department of Public Health, Vector-Borne Disease Section (VBDS), attached hereto and incorporated herein.

COOPERATIVE AGREEMENT  
(PURSUANT TO SECTION 116180, HEALTH AND SAFETY CODE)

Date 10/4/2022

This Agreement between the California Department of Public Health and

**Owens Valley Mosquito Abatement Program, 218 Wye Road, Bishop, Ca 93514.**

is effective on January 1, 2023 or on the subsequent date shown above, and expires December 31, 2023. It is subject to renewal by mutual consent thereafter.

Operator ID and/or license number to be listed on Monthly Summary Pesticide Use Reports (PR-ENF-060) for 2023:

**Operator ID # 14-17-14311VC      License # 470003346**

This agreement may be canceled for cause by either party by giving 30 days advance notice in writing, setting forth the reasons for the termination.

Part I. Pesticides

The vector control agency named herein agrees:

1. To calibrate all application equipment using acceptable techniques before using, and to maintain calibration records for review by the County Agricultural Commissioner.
2. To seek the assistance of the County Agricultural Commissioner in the interpretation of pesticide labeling.
3. To maintain for at least two years for review by the County Agricultural Commissioner a record of each pesticide application showing the target vector, the specific location treated, the size of the source, the formulations and amount of pesticide used, the method and equipment used, the type of habitat treated, the date of the application, and the name of the applicator(s).
4. To submit to the County Agricultural Commissioner each month a Pesticide Use Report, on Department of Pesticide Regulation form PR-ENF-060. The report shall include the manufacturer and product name, the EPA registration number from the label, the amount of each pesticide used, the number of applications of each pesticide, and the total number of applications, per county, per month.
5. To report to the County Agricultural Commissioner and the California Department of Public Health, in a manner specified, any conspicuous or suspected adverse effects upon humans, domestic animals and other non-target organisms, or property from pesticide applications.
6. To require appropriate certification of its employees by the California Department of Public Health in order to verify their competence in using pesticides to control pest and vector organisms, and to maintain continuing education unit information for those employees participating in continuing education.
7. To be inspected by the County Agricultural Commissioner on a regular basis to ensure that local agency activities are in compliance with state laws and regulations relating to pesticide use.

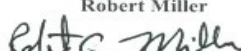
Part II. Environmental Modification

The vector control agency named herein agrees:

To comply with requirements, as specified, of any general permit issued to the California Department of Public Health as the lead agency, pertaining to physical environmental modification to achieve pest and vector prevention.

For California Department of Public Health For Local Agency

Vicki Kramer, Ph.D. Print Name and Title  
Chief, Vector-Borne Disease Section

Robert Miller  




# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3885

### Approval of Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

#### ITEM SUBMITTED BY

Clerk of the Board

#### ITEM PRESENTED BY

Assistant Clerk of the Board

#### RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meetings of June 13, 2023 and June 20, 2023.

#### BACKGROUND / 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](http://www.inyocounty.us).

#### FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

- Draft June 13, 2023 Minutes

2. Draft June 20, 2023 Minutes

**APPROVALS:**

Hayley Carter  
Darcy Ellis

Created/Initiated - 6/20/2023  
Final Approval - 6/20/2023

# MINUTES



# County of Inyo Board of Supervisors

**June 13, 2023**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 9:01 a.m., on June 6, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Matt Kingsley, Trina Orrill, Scott Marcellin, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

- Closed Session*                      The Chairperson asked for public comment related to Closed Session items and there was nobody wishing to speak.
- Public Comment*
- Closed Session*                      Chairperson Roeser recessed open session at 9:01 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): one potential case; and No. 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, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
- Open Session*                      Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:10 a.m. with all Board members present except Supervisor Kingsley.
- Pledge of Allegiance*              County Counsel Vallejo led the Pledge of Allegiance.
- Report on Closed Session*              County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
- Public Comment*                      The Chairperson asked for public comment related to items not calendared on the agenda and public comment was made by Lauralyn Hundley, IHSS \*\*\*\*\*, and Bob Olin.
- County Department Reports*              HHS Director Marilyn Mann reminded the Board that June is Elder Abuse Awareness Month. Public Works Director Mike Errante announced a ribbon cutting for North Round Valley Road on Thursday and Public Works Deputy Director-Roads Shannon Platt gave an update on damage to Whitney Portal Road. Public Works Assistant Director John Pinckney gave a report on the boil order issued for the Independence Water System as a result of a power outage. Ag Commissioner Nate Reade updated the Board on the mosquito condition throughout the County, noting that crews are starting to see an increase in mosquito activity and dead birds, which could be an indicator of the presence of West Nile virus in the valley.
- Clerk of the Board – Approval of Minutes*              Moved by Supervisor Kingsley and seconded by Scott Marcellin to approve the minutes from the regular Board of Supervisors meeting of June 6, 2023. Motion carried unanimously.
- Clerk of the Board – Bishop Fire District Commissioner*              Moved by Supervisor Kingsley and seconded by Scott Marcellin to appoint Mr. Lloyd Anderson to a four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2027. Motion carried unanimously.

## *Appointment*

- HHS-Behavioral Health – Crestwood Behavioral Health Amendment 2** Moved by Supervisor Kingsley and seconded by Scott Marcellin to approve Amendment No. 2 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA increasing the contract to an amount not to exceed \$406,000, and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
- Public Works- Recycling & Waste Management – Brown's Supply Contract** Moved by Supervisor Kingsley and seconded by Scott Marcellin to approve the contract between the County of Inyo and Brown's Supply, Inc of Bishop, CA for the provision of cardboard processing in an amount not to exceed \$180,000 for the period of July 1, 2023 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
- Sheriff – 2023 Patrol and Controlled Substance Operating & Financial Plan** Moved by Supervisor Kingsley and seconded by Scott Marcellin to:
- A) Ratify the agreement 20-LE-11051360-040 between the County of Inyo and USDEA USFS for the provision of controlled substance operations for a funding amount of up to \$5,000 for the period of October 1, 2022, through September 30, 2023;
  - B) Approve the agreement 20-LE-11051360-040 between the County of Inyo and USDEA USFS for the provision of forest service patrols in funding amount up to \$12,000 for October 1, 2022, through September 30, 2023, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget; and
  - C) Authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.
- Motion carried unanimously.
- Public Works – LTC Appointment** Transportation Coordinator Justine Kokx requested the Board consider letters of interest received by Jeffrey Ray and Deena Davenport for appointment to a single vacancy on the Inyo County Local Transportation Commission. The applicants addressed the Board, which recognized that both individuals were quality candidates and the County would be lucky to have either one serving on the commission. Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to appoint Jeffrey Ray to represent Inyo County on the Local Transportation Commission. Motion carried unanimously.
- Emergency Services – Wildfire Mitigation Presentation** Supervisor Griffiths introduced and the Board received a presentation from Yana Valachovic, a registered professional forester and scientist with the University of California, on new wildfire mitigation advancements. Wildfire Preparedness Coordinator Kristen Pfeiler provided additional information.
- Sheriff – Carport Budget Amendment** Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to:
- A) Amend the Fiscal Year 2022-2023 Sheriff General Budget (022700) as follows: increase estimated revenue in AB443 - Sheriff Revenue Code No. (4486) by \$18,000 and increase appropriation in Equipment Object Code (5650) by \$18,000 (*4/5ths vote required*); and
  - B) Authorize the purchase and installation of a carport in an amount not to exceed \$18,000, payable to Complex Steel Buildings.
- Motion carried unanimously.
- Public Works – Commercial Air Service Update** Mammoth Lakes Tourism Executive Director John Urdi and Inyo County Public Works Deputy Director-Airports Ashley Helms presented a commercial air service update.
- Recess/Reconvene** The Chairperson recessed the meeting at 12:43 p.m. and reconvened the meeting at 1:22 p.m. with all Board members present.
- CAO – Preliminary FY 23-24 Budget** Moved by Supervisor Griffiths and seconded by Supervisor Orrill to adopt the modified Fiscal Year 2022-2023 Board Approved Budget as the Preliminary Budget for Fiscal Year 2023-2024 and approve the Fixed Assets as recommended by staff (*4/5's vote required*). Motion carried unanimously.

**CAO – United Airlines  
22-23 Air Service  
Subsidy Contract**

The Board engaged in lengthy discussion about an air service subsidy contract for Fiscal Year 2022-2023, with Board members expressing a desire to have a future plan for splitting the costs of the subsidy with area partners such as the City of Bishop and Town of Mammoth Lakes. Moved by Supervisor Orrill and seconded by Supervisor Griffiths to: A) Approve the Winter 2022-2023 Commercial Air Service Revenue Guarantee Cost Sharing Agreement with Mammoth Lakes Tourism and authorize the Board Chair to sign; B) Approve the payment of Invoice #2452 from Mammoth Lakes Tourism in the amount of \$266,462. Motion carried unanimously.

**Attendance Change**

Supervisor Kingsley left the meeting in order to travel to another meeting out of the county.

**Board Member & Staff  
Reports**

Assistant Clerk of the Board Ellis thanked the Information Services Department, specifically Assistant Chief Information Officer Jayme Westervelt and Network and Operations Analyst Rochelle Romo for diagnosing and fixing a technical issue with the A/V equipment earlier in the meeting.

CAO Greenberg provided an update on runoff response.

Supervisor Griffiths reported attending a veterans housing meeting and meetings of the Eastern Sierra Transit Authority (ESTA) and Bishop City Council.

Supervisor Orrill said she also attended the ESTA meeting, in addition to the Drug Court graduation.

**Public Comment**

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and public comment was made by Jeffrey Ray.

**Adjournment**

The meeting was adjourned at 2:35 p.m. to 8:30 a.m. Tuesday, June 20, 2023, in the County Administrative Center in Independence.

\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

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

by: \_\_\_\_\_  
Darcy Ellis, Assistant

# MINUTES



# County of Inyo Board of Supervisors

**June 20, 2023**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:34 a.m., on June 20, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis. Absent: Supervisor Marcellin.

- Closed Session*                      The Chairperson asked for public comment related to Closed Session items and there was nobody wishing to speak.
- Public Comment*
- Closed Session*                      Chairperson Roeser recessed open session at 8:34 a.m. to convene in closed session with all Board members present except Supervisor Marcellin to discuss the following item(s): No. 2 **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, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; and No. 3 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.
- Open Session*                      Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:10 a.m. with all Board members present except Supervisor Marcellin.
- Pledge of Allegiance*              Assistant Clerk of the Board Ellis led the Pledge of Allegiance.
- Report on Closed Session*              County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
- Introductions*                      The following new employees were introduced to the Board: Chief Information Officer Noam Shendar, GIS Analyst Grace Hall, and Correctional Officer Alejandro Lopez-Ruiz.
- Public Comment*                      The Chairperson asked for public comment related to items not calendared on the agenda and public comment was given by Lauralyn Hundley.
- County Department Reports*              Public Works Director Mike Errante thanked Board members for attending the North Round Valley Bridge ribbon cutting ceremony and said Lower Rock Creek Road is now open. Errante reminded attendees to look for updates on road conditions on the County website.
- Deputy Public Works Director Shannon Platt provided updates on areas affected by flooding and noted that crews have been working non-stop to create enough sandbags to combat the increasing runoff flows.
- CAO-Advertising County Resources – Film Commissioner Contract Extension*              Moved by Supervisor Kingsley and seconded by Supervisor Orrill to authorize staff to exercise the County's option to extend the current Film Commissioner agreement with Mr. Jesse Steele to June 30, 2024, per paragraph 2.a. of the agreement, and adjust the rate according to paragraph 3.d., pending Board approval of the 2023-2024 budget, and to send Mr. Steele notice of the extension. Motion carried unanimously 4-0, with Supervisor Marcellin



absent.

**CAO-Economic  
Development –  
The Ferguson Group  
Contract Amendment  
No. 3**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve Amendment No. 3 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2024 in an amount not to exceed \$101,000, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

**CAO -  
Broadband Grants  
Authorized  
Representative**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to appoint the County Administrator as the Authorized Representative to facilitate the grant application process for two Federal Broadband-related grant applications: 1) USDA Rural Development (RD) Broadband Technical Assistance (BTA) Grant; and 2) FCC Affordable Connectivity Program (ACP) Outreach Grant, Round 2. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

**HHS-Behavioral  
Health –  
Anne Sippi Clinic  
Contract Amendment  
No. 1**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve Amendment No. 1 to the contract between the County of Inyo and Anne Sippi Clinic Treatment Group of Bakersfield, CA, extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

**HHS-ESAAA –  
ESAAA Advisory  
Council Appointments**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to: A) Appoint Rebecca J. Manross to the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council to an unexpired two-year term ending December 31, 2023, and B) appoint Joel Ryan to the ESAAA Advisory Council to an unexpired two-year term ending December 31, 2024. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

**HHS-Behavioral  
Health –  
TeleConnect Therapies  
Contract Amendment  
No. 3**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve Amendment No. 3 to the contract between the County of Inyo and TeleConnect Therapies of Avalon, CA, increasing the contract to an amount not to exceed \$399,040 and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

**HHS- Behavioral  
Health –  
Iris Telehealth  
Agreement  
Amendment**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve an addendum to the contract between the County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth of Austin, TX, increasing the contract to an amount not to exceed \$220,000 and extending the term end date from July 1, 2023 to June 30, 2024, contingent upon the Board's approval the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

**HHS-Fiscal –  
Anthem HHIP  
Agreement**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the agreement between the County of Inyo and Blue Cross of California Partnership Plan (Anthem Blue Cross) for the purpose of building partnerships and addressing housing and homelessness on behalf of the Eastern Sierra Continuum of Care, servicing Alpine, Inyo, and Mono counties, in an amount not to exceed \$120,668 for the period of November 1, 2022 to December 31, 2023, contingent upon the Board's approval of the Fiscal Year 2023-24 Budget, and authorize the HHS Director to sign. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

**HHS-Fiscal –  
CA Health and  
Wellness HHIP  
Agreement**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the agreement between the County of Inyo and Health Net, LLC and California Health and Wellness Plan for the purpose of building partnerships and addressing housing and homelessness on behalf of the Eastern Sierra Continuum of Care, servicing Alpine, Inyo, and Mono counties, in an amount not to exceed \$78,417 for the period of January 1, 2023 to October 31, 2023, contingent upon the Board's approval of the Fiscal Year 2023-24 Budget,

and authorize the HHS Director to sign. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

**CAO-Emergency Services – CA Fire Safe Council Subaward Agreement**

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the subaward agreement with the California Fire Safe Council for \$20,000 to be used for capacity-building and authorize the Emergency Services Manager to sign. Motion carried unanimously 4-0, with Supervisor Marcellin absent.

**Northern Inyo County Local Hospital District – Update and Presentation**

Chief Financial Officer/Interim Chief Executive Officer for the Northern Inyo County Local Hospital District Stephen delRossi provided the Board with updates on the dire financial situation at Northern Inyo Hospital and discussed possible causes and solutions.

**Public Comment**

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

**Board Member & Staff Reports**

Supervisor Kingsley said he attended a meeting of the Bureau of Land Management Resource Advisory Committee and had meetings with constituents. Kingsley said that he will be traveling to Redding this week for a Golden State Natural Resources meeting and reminded everyone that the Future Farmers of America/4-H Livestock Auction is going on this weekend.

Supervisor Orrill said she attended meetings of the Eastern Sierra Agency on Aging, the Behavioral Health Advisory Board, the Eastern Sierra Council of Governments, and the Mustang Mesa Community Service District. Orrill said that she also enjoyed the opportunity to serve tea to High School Rodeo Queen candidates and that she attended the North Round Valley Bridge ribbon cutting ceremony.

Supervisor Roeser said that she attended the High School Rodeo event and tea, the North Round Valley Bridge ribbon cutting ceremony, a garden party at 40 Acres, and constituent meetings.

Supervisor Griffiths said he attended an Eastern Sierra Council of Government meeting, the “Towns to Trails” kickoff, and a City-County Liaison meeting.

CAO Greenberg said he attended the North Round Valley Bridge ribbon cutting ceremony, the City-County Liaison meeting, and internal meetings for emergency management, Inyo County leadership development, and staff meetings to discuss the Community Economic Resilience Fund. Greenberg said that he met with Fire Chief Damon Carrington to work on bringing a swift water rescue team to the area ahead of the Fourth of July holiday and mentioned he will be traveling out of county the rest of the week.

**Adjournment**

The meeting was adjourned at 11:39 a.m. to 8:30 a.m. Tuesday, June 27, 2023, in the County Administrative Center in Independence.

---

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

DRAFT



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3870

### Continuation of Local Emergency County Administrator - Emergency Services ACTION REQUIRED

**ITEM SUBMITTED BY**

Emergency Services

**ITEM PRESENTED BY**

Mikaela Torres, Emergency Services Manager

**RECOMMENDED ACTION:**

Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

During your March 14, 2023 Board of Supervisors meeting, your Board took action to approve resolution 2023-08, ratifying the Director of Emergency Services's March 7 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to the consecutive severe storm systems that swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023, bringing record amounts of snow and rain to Inyo County, and in anticipation of excessive spring runoff.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2023-08 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency.

**FISCAL IMPACT:**

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
The emergency declaration clears the way for Inyo County applying for disaster aid funding.			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board can choose not to continue this emergency, but this is not recommended as we are still dealing with response and recovery to this emergency.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Administration, County Counsel

**ATTACHMENTS:**

1. Spring Runoff 2023 Proclamation - Ratified
2. Spring Runoff 2023 Proclamation

**APPROVALS:**

Darcy Ellis	Created/Initiated - 6/19/2023
Mikaela Torres	Approved - 6/19/2023
John Vallejo	Approved - 6/20/2023
Nate Greenberg	Final Approval - 6/21/2023

**RESOLUTION NO. 2023-XXX**

**A RESOLUTION OF THE  
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,  
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY RESULTING FROM 2023  
STORMS AND PROJECTED SPRING RUNOFF CONDITIONS**

**WHEREAS**, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023 bringing record amounts of snow and rain to Inyo County; and,

**WHEREAS**, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the January 2023 Flood Emergency; and,

**WHEREAS**, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 12 and March 1, and the President of the United States approving major disaster declaration on January 14, 2023; and,

**WHEREAS**, the State of California Department of Water Resources March 2, 2023 Statewide Snow Water Equivalent reports that the Southern Sierra had 232% of normal-to-date snow water equivalent; and,

**WHEREAS**, additional atmospheric river events are expected to occur on March 9 and March 14, at temperatures warmer than previous storms, as predicted by the National Weather Service, resulting in rain on snow conditions and an increased likelihood of avalanches and flooding; and

**WHEREAS**, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power, maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

**WHEREAS**, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges, and campgrounds; and,

**WHEREAS**, based on its current forecasts, LADWP estimates that overall April, 2023 through March, 2024 runoff in the Owens River drainage will be 800,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

**WHEREAS**, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

**WHEREAS**, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

**WHEREAS**, the County of Inyo is not a flood control agency and does not have a flood control district; and,

**WHEREAS**, the ability to avoid or minimize flooding associated with additional storms and runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and other conveyance structures, and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

**WHEREAS**, 2023 storms and runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal, and public property; damaging or destroying infrastructure including roads, bridges, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

**WHEREAS**, proactively mitigating and responding to the threatened effects of the 2023 storms and anticipated runoff will help ensure the relative safety and enjoyment of millions of visitors that come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protect the County's tourism economy; and,

**WHEREAS**, the Director of Emergency Services for the County of Inyo found that threatened conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of the storms and projected runoff from precipitation events in 2023, and that these conditions are likely to be beyond the capacity and control of the services, equipment, personnel, facilities and the fiscal resources of the County of Inyo; and,

**WHEREAS**, the Director of Emergency Services did proclaim the existence of a local emergency within the county on March 7, 2023, a copy of which is attached to this Resolution as Attachment A.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** as follows

**Section 1:** The Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of the reasons set forth herein; and,

**Section 2:** The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

**Section 3:** A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

**Section 4:** The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for assistance to mitigate and recover from the threats and effects of the 2023 storms and runoff to the safety of property and persons in Inyo County including threats to private, Tribal, and public property and infrastructure, public health, environmental health, and the County's economy described but not limited herein, including additional resources, services, personnel, and equipment.

**Section 5:** The Inyo County Board of Supervisors will review the need for continuing the Local Emergency at least every 30 days and, if appropriate, take action to terminate the local emergency as of

the earliest possible date that conditions warrant, pursuant to California Government Code Section 8630(c),

**APPROVED AND ADOPTED** on this 14<sup>th</sup> day of March, 2023, by the Inyo County Board of Supervisors, County of Inyo:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Chair, Board of Supervisors  
County of Inyo



**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES  
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,  
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023 bringing record amounts of snow and rain to Inyo County; and,

**WHEREAS**, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the January 2023 Flood Emergency; and,

**WHEREAS**, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 12 and March 1, and the President of the United States approving major disaster declaration on January 14, 2023; and,

**WHEREAS**, the State of California Department of Water Resources March 2, 2023 Statewide Snow Water Equivalent reports that the Southern Sierra had 232% of normal-to-date snow water equivalent; and,

**WHEREAS**, additional atmospheric river events are expected to occur on March 9 and March 14, at temperatures warmer than previous storms, as predicted by the National Weather Service, resulting in rain on snow conditions and an increased likelihood of avalanches and flooding; and

**WHEREAS**, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power, maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

**WHEREAS**, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges, and campgrounds; and,

**WHEREAS**, based on its current forecasts, LADWP estimates that overall April, 2023 through March, 2024 runoff in the Owens River drainage will be 800,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

**WHEREAS**, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

**WHEREAS**, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

**WHEREAS**, the County of Inyo is not a flood control agency and does not have a flood control district; and,

**WHEREAS**, the ability to avoid or minimize flooding associated with additional storms and runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and

other conveyance structures, and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

**WHEREAS**, 2023 storms and runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal, and public property; damaging or destroying infrastructure including roads, bridges, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

**WHEREAS**, proactively mitigating and responding to the threatened effects of the 2023 storms and anticipated runoff will help ensure the relative safety and enjoyment of millions of visitors that come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protect the County's tourism economy; and,

**WHEREAS**, the Director of Emergency Services for the County of Inyo found that threatened conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of additional storm and projected runoff events in 2023; and,

**WHEREAS**, the Director of Emergency Services finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts; and,

**WHEREAS**, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and

**WHEREAS**, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and

**WHEREAS**, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or effect.

**NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED** by the Director of Emergency Services for the County of Inyo that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

**BE IT FURTHER RESOLVED AND REQUESTED** that the Director of the Governor's Office of Emergency Services concur in this declaration of a local emergency; and,

**BE IT FURTHER RESOLVED AND REQUESTED** that Governor of the State of California proclaim a State Emergency in Inyo County; and,

**BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed

to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation within seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for additional resources, services, personnel, and equipment.

**APPROVED AND ADOPTED** on this 7 day of March, 2023, by the Inyo County Inyo County Director of Emergency Services.



---

Nate Greenberg, County Administrative Officer  
Director of Emergency Services  
County of Inyo, State of California



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3871

### Domain Name Authorization County Administrator - Information Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Information Services

#### ITEM PRESENTED BY

Noam Shendar, Chief Information Officer

#### RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter requesting responsibility for the domain name [www.inyo.gov](http://www.inyo.gov).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

We are required by state law AB 1637 to migrate from our existing domain name, [inyocounty.us](http://inyocounty.us), to a .gov domain. The [inyocounty.us](http://inyocounty.us) domain is the portal via which we conduct all local government business, including public outreach, disaster preparedness, tax payments, and access to Board of Supervisors meetings. A request for responsibility of the [inyo.gov](http://inyo.gov) domain is attached for your review and approval.

#### FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board may decline to authorize the Chairperson to sign the letter, but this is not recommended as the request must come from the county's highest ranking elected official.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Gov Domain Registration Program

**ATTACHMENTS:**

1. Domain Name Request

**APPROVALS:**

Darcy Ellis	Created/Initiated - 6/19/2023
Darcy Ellis	Approved - 6/19/2023
Jayne Westervelt	Approved - 6/20/2023
Noam Shendar	Approved - 6/20/2023
John Vallejo	Approved - 6/21/2023
Nate Greenberg	Final Approval - 6/21/2023



# INYO COUNTY BOARD OF SUPERVISORS

DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



June 27, 2023

Gov Domain Registration  
c/o Verisign, Inc.  
12061 Bluemont Way  
Reston, Virginia 20190

To the .gov Program:

As the highest ranking elected official for the County of Inyo, California, I request that responsibility for the domain name **inyo.gov** be delegated to my county government.

We are required by state law to migrate from our existing domain name, inyocounty.us, to a .gov domain. The inyocounty.us domain is the portal via which we conduct all local government business, including public outreach, disaster preparedness, tax payments, and access to Board of Supervisors meetings.

We know the inyo.gov domain name will cause no confusion, because it is a geographically unique name. Importantly for the people we serve, it is a short and easy to remember domain name, which will allow us to better reach underserved communities.

In order to obtain and maintain inyo.gov the County of Inyo will meet the general and specific requirements for federal agencies, found at <https://get.gov/registration/requirements>.

The following will be listed as contacts for inyo.gov, which the County of Inyo will keep up to date in the .gov registrar.

**Administrative contact**

Jayne Westervelt  
Assistant CIO  
168 N. Edwards St.  
Independence, CA 93526  
760-878-8282  
jwestervelt@inyocounty.us

**Technical Contact**

Benjamin Mitchell  
Programmer Analyst  
168 N. Edwards St.  
Independence, CA 93526  
760-878-0341  
bmitchell@inyocounty.us

**Security Contact**

inyois@inyocounty.us

I understand that if I wish to retire inyo.gov, I must submit a written request to [registrar@dotgov.gov](mailto:registrar@dotgov.gov).

Sincerely,

Supervisor Jennifer Roeser, Chairperson  
Inyo County Board of Supervisors



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3866

### Inyo-Mono County Veterans Services Office - Annual Compliance Forms

#### County Administrator - Veterans Service Office

ACTION REQUIRED

**ITEM SUBMITTED BY**

Denelle Carrington, Senior Budget Analyst

**ITEM PRESENTED BY**

Denelle Carrington, Senior Budget Analyst

**RECOMMENDED ACTION:**

Authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance for Fiscal Year 2023-2024 and the California Department of Veterans Annual Subvention Certificate of Compliance for Fiscal Year 2023-2024.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

These two annual forms are required to be reviewed and signed each fiscal year in order to be eligible for Subvention funding and Medi-Cal Cost Avoidance funding from the California Department of Veterans Affairs. The Subvention funds are distributed to Counties that certify that they have appointed a veteran to serve as the County Veterans Services Officer. The Medi-Cal Cost Avoidance funds are provided to ensure that the program reasonably benefits the Department of Health Care Services.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	056600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4473
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
These funds are budgeted annually in the VSO budget to offset County General Fund expenditures			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

These funds will be received in the Veterans Services Budget (056600) in the State Aid for Veterans object code (4473).

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve the Chairperson signing, however this is not recommended as the Veterans Services Program would no longer receive any State funding.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Medi-Cal Certificate of Compliance - FY 2023-24
2. Subvention Certificate of Compliance - FY 2023-24

**APPROVALS:**

Denelle Carrington	Created/Initiated - 6/16/2023
Darcy Ellis	Approved - 6/16/2023
Denelle Carrington	Approved - 6/19/2023
John Vallejo	Approved - 6/20/2023
Amy Shepherd	Final Approval - 6/20/2023



**DEPARTMENT OF VETERANS AFFAIRS**

1227 O Street  
 SACRAMENTO, CALIFORNIA 95814  
 Telephone: (800) 952-5626



## Annual Medi-Cal Cost Avoidance Certificate of Compliance Fiscal Year 2023/2024

I certify that \_\_\_\_\_ County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

\_\_\_\_\_  
 Chair, County Board of Supervisors  
 (or other County Official authorized  
 by the Board to act on their behalf)

\_\_\_\_\_  
 Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA AGENCY ATTACHMENTS IN VETPRO**

**DEPARTMENT OF VETERANS AFFAIRS**

1227 O Street  
 SACRAMENTO, CALIFORNIA 95814  
 Telephone: (800) 952-5626



## Annual Subvention Certificate of Compliance Fiscal Year 2023/2024

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that \_\_\_\_\_ County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County Departments. Additionally, I certify that all College Fee Waiver Approval and Denial letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I certify that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

\_\_\_\_\_  
 Chair, County Board of Supervisors  
 (or other County Official authorized  
 by the Board to act on their behalf)

\_\_\_\_\_  
 Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA AGENCY ATTACHMENTS IN VETPRO**



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3824

### Approval of Hiring a Hazardous Materials Program Manager Senior at Step E Environmental Health ACTION REQUIRED

**ITEM SUBMITTED BY**

Jerry Oser, Environmental Health Director

**ITEM PRESENTED BY**

Jerry Oser, Environmental Health Director

**RECOMMENDED ACTION:**

Authorize the hiring of one (1) Hazardous Materials Program Manager Senior, Range 84 (\$7,178 - \$8,725), at the E Step (\$8,725).

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Department has identified a candidate for the vacant Hazardous Materials Program Manager position with an extensive background in the private and public sectors regarding hazardous materials and their management. This position is split between Inyo and Mono counties (60/40), with a contract to fulfill the Mono portion and partially funded through a CalEPA Rural Reimbursement Grant.

During our recent recruitment, we identified a candidate with the requisite background of working with Hazardous Materials regulations requesting a higher step than what the Department can offer without Board approval. Given the candidate's experience and our current challenges in recruiting and hiring, the Department respectfully requests authorization to hire the candidate at the established Range 84, Step E (\$8,725).

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund / Mono Contract / Grant Funded (CalEPA Rural Reimbursement CUPA Grant)	<b>Budget Unit</b>	045400
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This position is budgeted in this budget's salary and benefit object codes.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

Our last Hazardous Materials Manager Senior was Range 84, Step E. She left in January of 2023.

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny the request, and the Department would re-initiate recruitment for the position.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Jerry Oser	Created/Initiated - 6/20/2023
Darcy Ellis	Approved - 6/20/2023
Keri Oney	Approved - 6/21/2023
John Vallejo	Approved - 6/21/2023
Amy Shepherd	Approved - 6/21/2023
Nate Greenberg	Final Approval - 6/21/2023



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3822

### CDPH Immunization Branch Local Assistance Grant Agreement Renewal 22-27 Health & Human Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health  
& Prevention

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Ratify and approve Agreement 22-11027 between the County of Inyo and California Department of Public Health, Immunization Branch, of Sacramento, CA for the provision of the Immunization Program in an amount not to exceed \$310,219.58 for the period of July 1, 2022 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign the Grant Agreement, the CDPH 1229, the Certification Regarding Lobbying, the Contractor Certification Clause, and the California Civil Rights Laws Attachment.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This item is coming to the Board late because the agreement was received from CDPH on May 5th, 2023. This grant falls under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance. The purpose of the Grant is to assist Local Health Departments in preventing and controlling Vaccine Preventable Diseases in the LHJ. Activities under this Grant include: assessing and improving coverage levels in the jurisdiction of all vaccines and detecting, reporting, and controlling vaccine-preventable diseases in the jurisdiction.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (State funding through California Department of Public Health)	<b>Budget Unit</b>	045100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4498
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This includes annual allocation and COVID allocation			
<b>Future Fiscal Year Impacts</b>			
This funding is stable and consistent.			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to ratify and approve this agreement, which would disrupt immunization services for our community.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Grant Agreement
2. Exhibit F - Federal Terms and Conditions
3. Contractor Certification Clauses
4. CA Civil Rights Laws Certification

**APPROVALS:**

Stephanie Tanksley	Created/Initiated - 5/30/2023
Darcy Ellis	Approved - 6/1/2023
Melissa Best-Baker	Approved - 6/5/2023
Anna Scott	Approved - 6/15/2023
Stephanie Tanksley	Approved - 6/15/2023
Marilyn Mann	Approved - 6/15/2023
John Vallejo	Approved - 6/19/2023
Amy Shepherd	Approved - 6/19/2023
Nate Greenberg	Final Approval - 6/20/2023

## **CALIFORNIA IMMUNIZATION PROGRAM**

### **Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**Inyo County Health and Human Services, hereinafter “Grantee”**

**Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”**

### **GRANT AGREEMENT NUMBER 22-11027**

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 5 NH23IP922612-04-00, 6 NH23IP922612-02-02, 6 NH23IP922612-02-03, and 6 NH23IP922612-02-04.

**PURPOSE:** The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

### **Related Statutes**

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$1,300,514.85.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

<b>California Department of Public Health</b>	<b>Grantee: Inyo County Health and Human Services</b>
Name: Noemi Marin	Name: Stephanie Tanksley
Address: 850 Marina Bay Pkwy., Bldg. P, 2 <sup>nd</sup> Fl.	Address P.O. Drawer H
City, ZIP: Richmond, CA 94804	City, ZIP: Independence, CA 93526
Phone: (510) 620-3737	Phone: (760) 872-3273
E-mail: noemi.marin@cdph.ca.gov	E-mail: stanksley@inyocounty.us

Direct all inquiries to the following representatives:

<b>California Department of Public Health, Immunization Branch</b>	<b>Grantee: Inyo County Health and Human Services</b>
Attention: Roland Rafol	Attention: Stephanie Tanksley
Address: 850 Marina Bay Pkwy., Bldg. P, 2 <sup>nd</sup> Fl.	Address: P.O. Drawer H
City, Zip: Richmond, CA 94804	City, Zip: Independence, CA 93526
Phone: (510) 412-6053	Phone: (760) 872-3273
E-mail: roland.rafol@cdph.ca.gov	E-mail: stanksley@inyocounty.us



All payments from CDPH to the Grantee; shall be sent to the following address:

<b>Remittance Address</b>
<b>Grantee: Inyo County Health and Human Services</b>
Attention "Cashier": Melissa Best-Baker
Address: P.O. Drawer H
City, Zip: Independence, CA 93526
Phone: (760) 878-0232
E-mail: mbestbaker@inyocounty.us

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

**STANDARD GRANT PROVISIONS.** The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION

(The Grant Application provides the description of the project and associated costs)

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

The approved budget supersedes the proposed budget in the Grant Application

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D      REQUEST FOR APPLICATION (RFA) #22-10537

Exhibit E      ADDITIONAL PROVISIONS

Exhibit F      FEDERAL TERMS AND CONDITIONS

**GRANTEE REPRESENTATIONS:** The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: \_\_\_\_\_  
|  
Marilyn Mann, Director  
Inyo County Dept. of Health and Human Services  
1360 N. Main Street, Suite 203  
Bishop, CA 93514  
|

Date: \_\_\_\_\_  
|  
Javier Sandoval, Chief  
Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262  
P.O. Box 997377, MS 1800- 1804  
Sacramento, CA 95899-7377

**Exhibit F**  
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

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

**Index of Special Terms and Conditions**

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

## 1. Federal Funds

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

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

## 2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee 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 Grantee 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 Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee'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 Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, 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 Grantee 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 Grantee'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 Grantee 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 Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee'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 Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### **3. Debarment and Suspension Certification**

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

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

#### 4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant 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 Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### 5. Lobbying Restrictions and Disclosure Certification

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

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

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

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**6. Additional Restrictions**

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

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

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

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



## 7. Human Subjects Use Requirements

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

By signing this Agreement, Grantee 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.

## 8. Audit and Record Retention

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

- a. The Grantee 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 Grantee'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. Grantee agrees that CDPH, 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. Grantee 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 Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee 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.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

## **9. Federal Requirements**

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**Attachment 1**

**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, 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 Grantee

\_\_\_\_\_  
Printed Name of Person Signing for Grantee

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

California Department of Public Health  
Immunization Branch  
850 Marina Bay Pkwy., Bldg. P  
Richmond, CA 94804

|

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

**Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046  
(See reverse for public burden disclosure)

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

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

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

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

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

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

## CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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



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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

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

By (Authorized Signature)

---

Printed Name and Title of Person Signing

---

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

Date Executed

---



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3833

### Agreement with Stantec Consulting Services, Inc. for Epidemiology Services Health & Human Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health & Prevention  
Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

#### RECOMMENDED ACTION:

Approve the sole-source contract between the County of Inyo and Stantec Consulting Services, Inc. for the provision of Epidemiology Services in an amount not to exceed \$290,400 for the period of July 1, 2023 to June 30, 2024, contingent upon the Board’s approval of the Fiscal Year 2023-2024 Budget; and authorize the Chairperson to sign the contract and Business Associate Agreement, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Stantec Consulting Services Inc., previously known as Cardno ChemRisk (Stantec ChemRisk), is currently contracted with Inyo County for epidemiology services. The Department requests approval to approve a contract for another year with this provider as a sole source provider.

Regarding the sole source authorization, Stantec was our chosen vendor after an RFP process in 2021 and, in addition to having extensive experience providing epidemiological services, the vendor also has specific knowledge of our local population and community health needs. The sole source exception we are evoking is as follows: The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field. The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort. Since they have been providing epidemiological support and services to the County of Inyo, HHS Public Health & Prevention Division since 2021, Stantec will not require any training or onboarding to continue offering crucial epidemiological services. Across counties, the State of California, and the nation, there are deficits of qualified staff within the Public Health and Epidemiology fields. Contracting epidemiology services to Stantec has been a fiscally responsible approach to accessing and utilizing a whole organization of experts as needs and demands within our community continue to shift in response to current and emerging public health concerns. Stantec will lead our Community Health Needs Assessment and Community Health Improvement Plan efforts that are now required under Future of Public Health funding. They will assist in meeting our requirements for epidemiology reporting and surveillance systems, develop procedures, and make recommendations for service enhancement, as well as develop surveillance and/or evaluation methods for collecting specific data as requested by the County.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant funded	<b>Budget Unit</b>	610390
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

This Board could choose not to approve this agreement, resulting in hardships on program staff to conduct mandatory Community Needs Assessments and Strategic Planning around health outcomes.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Stantec Consulting ChemRisk Contract

**APPROVALS:**

Stephanie Tanksley	Created/Initiated - 6/1/2023
Darcy Ellis	Approved - 6/1/2023
Stephanie Tanksley	Approved - 6/7/2023
Melissa Best-Baker	Approved - 6/13/2023
Anna Scott	Approved - 6/13/2023
Marilyn Mann	Approved - 6/15/2023
John Vallejo	Approved - 6/15/2023
Amy Shepherd	Approved - 6/15/2023
Marilyn Mann	Approved - 6/15/2023
Nate Greenberg	Final Approval - 6/20/2023

**AGREEMENT BETWEEN COUNTY OF INYO  
AND STANTEC CONSULTING SERVICES INC.  
FOR THE PROVISION OF EPIDEMIOLOGY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the **EPIDEMIOLOGY SERVICES** of **STANTEC CONSULTING SERVICES INC. OF CHICAGO, IL** (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by **STEPHANIE TANKSLEY**, whose title is: **DEPUTY DIRECTOR OF PUBLIC HEALTH & PREVENTION**. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from **JULY 1, 2023** to **JUNE 30, 2024** unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. **Compensation**. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. **Travel and per diem**. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. **No additional consideration**. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. **Limit upon amount payable under Agreement**. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **TWO HUNDRED NINETY THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$290,400.00)** (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or

reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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



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

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

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County. With consent of the County, contractor may publish articles in peer-reviewed journals, submit abstracts, publish other written works of interest to the professional field, or present at professional conferences based upon the collaborative work as described in Attachment A.

## **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

#### **10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

#### **12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

#### **14. ASSIGNMENT.**

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

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>County of Inyo</b>	
<u>HHS – Public Health &amp; Prevention</u>	Department
<u>1360 N. Main St., Suite 203-C</u>	Address
<u>Bishop, CA 93514</u>	City and State

<b>Contractor:</b>	
<u>Stantec Consulting Services Inc.</u>	Name
<u>13980 Collections Center Drive</u>	Address
<u>Chicago, IL 60693</u>	City and State

**24. ENTIRE AGREEMENT.**

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

**25. CONSEQUENTIAL LOSS.**

Neither party shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage including but not limited to loss of revenue, loss of production or loss of profit.

**26. LIMITATION OF LIABILITY.**

Notwithstanding any other clause in this Agreement, the total aggregate liability of the Contractor to the County for any claims, losses, costs or damages arising out of or in connection with the Contractor's performance of the Agreement, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to five times the total compensation received by the Contractor, or the limits of the relevant insurance policies pursuant to this Agreement, whichever is greater.

///

///

**AGREEMENT BETWEEN COUNTY OF INYO  
AND STANTEC CONSULTING SERVICES INC.  
FOR THE PROVISION OF EPIDEMIOLOGY SERVICES**

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

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

County Counsel

\_\_\_\_\_

**APPROVED AS TO ACCOUNTING FORM:**

\_\_\_\_\_

County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

\_\_\_\_\_

Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

\_\_\_\_\_

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND STANTEC CONSULTING SERVICES INC.  
FOR THE PROVISION OF EPIDEMIOLOGY SERVICES**

**TERM:**

**FROM: 07/01/2023 TO: 06/30/2024**

**SCOPE OF WORK:**

**Contractor will:**

- A. Conduct jurisdictional records review and provide County with written analysis in a format agreed upon by both Parties.
- B. Analyze data on other emerging public health and behavioral health problems as assigned.
- C. Analyze and interpret health indicators, risk factors and disease surveillance information.
- D. Evaluate quality and efficiency of County's epidemiological reporting and surveillance systems and procedures and make recommendations for enhancement. Develop surveillance and/or evaluation methods for collecting specific data as requested by County.
- E. Provide periodic written reports, in a format agreed upon by both Parties, as requested by the County and appropriate to the services described in the Contract.
- F. Assist County in the development of written protocols for emergency health situations.
- G. Assist County with reporting and documentation in the preparation of applying for grants, as applicable.
- H. Attend and participate in virtual: training(s), orientation, and meetings as requested by Inyo County.
- I. Provide the County with copies of licenses, certificates of insurance, and evidence of education upon request.
- J. Perform and assist in collection, analysis, interpretation, and evaluation of technical, medical, demographic, and statistical data and laboratory results.
- K. Manipulate and analyze large, complex data sets that: a) Identify relationships and trends in data as well as factors that could affect the results of research, and/or b) Identify problems and conduct research to develop and implement solutions.
- N. Organize, execute, and document multi-dimensional projects.
- O. Complete the above work in a mostly remote capacity; if the contractor will be driving or using mobile equipment to fulfill any aspect of the contract duties above, all insurance requirements must be met.
- P. As a Contractor that requires the use and/or disclosure of Protected Health Information, including creating, receiving, maintaining, or transmitting Protected Health Information, Contractor shall be deemed a Business Associate of HHS and must adhere to the provisions of the Inyo County Health & Human Services Business Associate Agreement; see *Attachment E*.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND STANTEC CONSULTING SERVICES INC.  
FOR THE PROVISION OF EPIDEMIOLOGY SERVICES**

**TERM:**

**FROM: 07/01/2023 TO: 06/30/2024**

**SCHEDULE OF FEES:**

For services satisfactorily rendered, and upon receipt of monthly invoices, the County agrees to compensate the Contractor for total expenditures in an amount not to exceed **\$290,400.00**, incurred from **JULY 1, 2023 to June 30, 2024**, based upon services provided.

Actual epidemiology service costs are to be invoiced to Inyo County – HHS: Public Health & Prevention (via email: [PHAdmin@inyocounty.us](mailto:PHAdmin@inyocounty.us)) once a month, in an itemized statement that includes the date on which the services/work was performed, description of the services/work performed, who performed the services (name & title), the hourly rate breakdown, and the total cost of all services.

Expenditures beyond the agreed-upon epidemiology must be approved in advance with express written permission and included in the monthly invoice for reimbursement and include supporting documentation (receipts). The statement to be submitted must cover the period from the 1st of the month through and including the last day of the month.

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

If all budget funds are paid out early in the contract period (prior to June 30, 2024), the contract will be considered complete and invoices with a zero balance do not need to be submitted. The County retains sole discretion to renew for additional terms, without a competitive bid process, subject to contractor performance, continued funding availability, and Health and Human Services (HHS) - Public Health & Prevention approval.

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

**Invoice Rates:** All invoices will be paid in accordance with 2023 Stantec ChemRisk Rate Sheet, see *Attachment D*.



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND STANTEC CONSULTING SERVICES INC.  
FOR THE PROVISION OF EPIDEMIOLOGY SERVICES**

**TERM:**

**FROM: 07/01/2023      TO: 06/30/2024**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment C: 2023 Insurance Requirements for Professional Services - General**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability:** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
4. **Abuse/Molestation Liability:** For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Waived if contractor will not have contact with minors for the execution of the agreement.
5. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment

## **Attachment C: 2023 Insurance Requirements for Professional Services - General**

furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

**Waiver of Subrogation:** Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

## **Attachment C: 2023 Insurance Requirements for Professional Services - General**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Special Risks or Circumstances:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



## 2023-2024 Rate Sheet

<b>Title</b>	<b>Hourly Rate</b>
Senior Managing Principal	\$ 575 - 600
Managing Principal	\$ 500 - 565
Senior Principal	\$ 450 - 500
Principal	\$ 400 - 450
Principal Science Advisor	\$ 375 - 400
Senior Managing	\$ 355
Senior Consulting Scientist/Senior Epidemiology Consultant	\$ 330
Managing	\$ 285
Senior Supervising	\$ 275
Supervising	\$ 260
Senior	\$ 250
Health Scientist I - II	\$ 220 - 230
Senior Associate I - II	\$ 180 - 195
Associate I - II	\$ 155 - 170
Assistant I - II	\$ 135 - 150
Research Associate I - II	\$ 105 - 125
Administrative	\$ 80
<b>Other Direct Costs</b>	
Direct Project Expense	\$ 8/hour
Subcontractor Markup	20%
Expense Markup	20%

**Inyo County Health and Human Services Business Associate Agreement**

If, during the term of any Agreement between Inyo County Health and Human Services (“HHS”) and a contracted services supplier (“Contractor”), Contractor requires the use or disclosure of Protected Health Information, including creating, receiving, maintaining, or transmitting Protected Health Information, then Contractor shall be deemed a Business Associate of HHS and the following provisions shall apply:

This agreement (“Agreement”) shall be effective on the date of Contractor’s signature and is between the Contractor (“Business Associate”) identified in this Agreement and HHS on behalf of itself and its affiliates who are Covered Entities or Business Associates. The purpose of this Agreement is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and their implementing regulations (45 C.F.R. Parts 160-164, including Subpart E of 45 CFR Part 164) (“HIPAA”), any applicable state privacy laws, any applicable state security laws, any applicable implementing regulations or other regulatory authority over data protected herein.

**Business Associate agrees to:**

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to HHS or an individual designee as necessary to satisfy covered entity’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to HHS as necessary to satisfy HHS' obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **Permitted and Required Uses and Disclosures**

Business Associate is permitted or required to Use or disclose Protected Health Information ("PHI") it requests, creates, or receives for or from HHS only as follows:

a) Functions and Activities on HHS' Behalf. Business Associate is permitted to request, Use, or disclose PHI it creates or receives for or from HHS, consistent with HIPAA, only as described in this Agreement, or other agreements during their term that may exist between HHS and Business Associate.

b) Business Associate's Operations. Business Associate may Use PHI it creates or receives for or from HHS as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal and contractual responsibilities. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164, except for the specific uses and disclosures set forth below:

(i) The Disclosure is Required by Law; or

(ii) Business Associate obtains reasonable assurance evidenced by written contract, from any person or organization to which Business Associate will disclose such PHI that the person or organization will:

a. Hold such PHI in confidence and Use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or Required by Law; and

b. Notify Business Associate (who will in turn promptly notify HHS) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

c) Data Aggregation Services. Business Associate may provide Data Aggregation services relating to the Health Care Operations of HHS the extent required to provide services to HHS or as otherwise expressly permitted by HHS.

d) Minimum Necessary and Limited Data Set. In any instance when Business Associate requests, Uses, or discloses PHI under this Agreement or in accordance with other agreements that exist between HHS and Business Associate, Business Associate may request, Use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose. Business Association will Use a Limited Data Set, if applicable.

e) Use by Workforce. Business Associate shall advise members of its workforce of their obligations to protect and safeguard PHI. Business Associate shall take appropriate disciplinary action against any member of its workforce who Uses or discloses PHI in contravention of this Agreement.

f) Disclosure to U.S. Department of Health and Human Services. Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of PHI received from HHS (or created or received by Business Associate on behalf of HHS) available to the Secretary of the United States Department of Health and Human Services, for purposes of determining HHS' compliance with 45 C.F.R. Parts 160-164. Unless the Secretary directs otherwise, Business Associate shall promptly notify HHS of Business Associate's receipt of such request, so that HHS can assist in compliance with that request.

g) Substance Use Disorder Records. To the extent that PHI exchanged between the parties includes information on an individual's Substance Use Disorder, the parties agree to comply with the applicable requirements of 42 C.F.R. Part 2 ("Confidentiality of Substance Use Disorder Patient Records") including its provisions on disclosure and re-disclosure of said information.

### **Prohibitions on Unauthorized Requests, Use or Disclosure.**

Business Associate will neither Use nor disclose HHS' PHI it creates or receives from HHS except as permitted or required by this or other Agreement, or as Required by Law or as otherwise permitted in writing by HHS. This Agreement does not authorize Business Associate to request, Use, disclose, maintain or transmit PHI in a manner that will violate 45 C.F.R. Parts 160-164.

### **Sub-Contractors and Agents.**

Business Associate will require any of its Subcontractors and/or agents that create, receive, maintain, or transmit such PHI to provide reasonable assurance, evidenced by written contract, that Subcontractor or agent will comply with the same privacy and security commitments that are substantively equivalent to those in this Agreement with respect to such PHI, including the obligations described in Section 4 herein.

### **Information Safeguards.**

Business Associate must use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 and must implement, maintain and use a written information security program that



contains the necessary administrative, technical and physical safeguards that are appropriate in light of the Business Associate's size and complexity in order to achieve the safeguarding objectives as detailed in Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. Part 164.530(c), the HITECH Act and any other implementing regulations issued by the U.S. Department of Health and Human Services, as such may be amended from time to time and as required by any agreed to required information security controls. Further, Business Associate shall comply with any applicable state data privacy or security law. Business Associate shall notify HHS should Business Associate determine it is unable to comply with any such law or regulation.

### **Individual Rights**

- a) **Access.** Business Associate will promptly upon HHS' request make available to HHS or, at HHS' direction, to the Individual (or the Individual's Personal Representative) for inspection and obtaining copies any PHI about the Individual which Business Associate created or received for or from HHS and that is in Business Associate's custody or control, so that HHS may meet its access obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. 164.524, and where applicable, the HITECH Act. Business Associate shall make such information available in electronic format where directed by HHS.
- b) **Amendment.** Business Associate will, upon receipt of notice from HHS, promptly amend or permit HHS access to amend any portion of the PHI which Business Associate created or received for or from HHS, pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.526.

Business Associate will not respond directly to an Individual's request for an amendment of their PHI held in the Business Associate's Designated Record Set. Business Associate will refer the Individual to HHS so that HHS can coordinate and prepare a timely response to the Individual.

- c) **Disclosure Accounting.** So that HHS may meet its Disclosure accounting obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. Part 164.528 Business Associate will promptly, but no later than within seven (7) days of the Disclosure, report to HHS for each Disclosure Business Associate makes of HHS' PHI not expressly excepted from the right to an accounting as described in 45 CFR 164.528(a)(1)(i) - (ix). For each Disclosure for which a report is required by this section, Business Associate will provide the following information as described in 45 CFR 164.528(b).

Except as provided below, Business Associate will not respond directly to an Individual's request for an accounting of Disclosures. Business Associate will refer the Individual to HHS so that HHS can coordinate and prepare a timely accounting to the Individual. However, when Business Associate is contacted directly by an individual based on information provided to the individual by HHS, Business Associate shall make the accounting of

disclosures available directly to the individual, but only if required by the HITECH Act or any related regulations.

- d) Confidential Communications and Restriction Agreements. Business Associate will comply with any agreement HHS makes that restricts Use or Disclosure of HHS' PHI pursuant to 45 C.F.R. §164.522(a), provided that HHS notifies Business Associate in writing of the restriction obligations that Business Associate must follow.

### **Breach of Privacy and Security Obligations**

- a) Reporting. Business Associate will report to HHS: (i) any Use or Disclosure of PHI not permitted by this or other Agreement in writing by HHS notwithstanding if it is a Breach as defined by the HITECH Act; (ii) any Security Incident; (iii) any other breach of a secure system, or the like, as such may be defined under applicable state law (collectively a "Breach"). Except as described in subparagraph "c)" below, Business Associate will, without unreasonable delay, but no later than within one (1) business day after Business Associate's discovery of a Breach, make the report by sending a report to HHS by such reasonable means of reporting as may be communicated to Business Associate by HHS. Business Associate shall cooperate with HHS in investigating the Breach and in meeting HHS' obligations under the HITECH Act, and any other applicable security breach notification laws or regulatory obligations.

### **Obligations upon Termination**

- a) Return or Destruction. Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate will if feasible return to HHS or destroy all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control), that Business Associate created or received for or from HHS, including all copies of and any data or compilations derived from and allowing identification of any Individual who is a subject of the PHI. Business Associate will complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of Agreement. Business Associate shall destroy all PHI in accordance with any guidance set forth by the Secretary and/or any other government agency or other entity to whom the Secretary delegates such authority. Business Associate will identify any PHI that Business Associate created or received for or from HHS that cannot feasibly be returned, destroyed, and will limit its further Use or Disclosure of that PHI to those purposes that make return or destruction of that PHI infeasible and will otherwise continue to protect the security of any PHI that is maintained pursuant to the security provisions of this Agreement for so long as the PHI is maintained. Upon request, Business Associate will certify in writing to HHS that such return or destruction has been completed, will deliver to HHS the identification of any PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only Use or disclose such PHI for those purposes that make return or destruction infeasible.

- b) Continuing Privacy and Security Obligation. Business Associate's obligation to protect the privacy and security of the PHI it created or received for or from HHS will be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement, so long as the data is maintained.

### **General Provisions**

- a) Definitions. Except as otherwise provided, the capitalized terms in this Agreement have the meanings set out in 45 C.F.R. Parts 160-164, as may be amended from time to time. The term Protected Health Information ("PHI") includes any information without regard to its form or medium, gathered by Business Associate in connection with Business Associate's relationship with Covered Entity that identifies an individual or that otherwise would be defined as Protected Health Information under HIPAA. The term "business associate" in lower case shall have the meaning set out in 45 CFR 160.103.
- b) Amendment. From time to time local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent this Agreement. In such event, Business Associate agrees to immediately abide by all said pertinent laws, rules, or regulations and to cooperate with HHS to carry out any responsibilities placed upon HHS or Business Associate by said laws, rules, or regulations.
- c) Conflicts. The terms and conditions of this Agreement will override and control any conflicting term or condition of any other agreement between the parties with respect to the subject matter herein. All non-conflicting terms and conditions of the said other agreement(s) remain in full force and effect.
- d) Owner of PHI. As between the parties, HHS is the exclusive owner of PHI generated or used under the terms of the Agreement.
- e) Subpoenas. Business Associate will promptly inform HHS of any subpoena Business Associate receives with regard to PHI belonging to HHS and cooperate with any HHS request or effort to limit Disclosure pursuant to such subpoena.
- f) Assignment/Subcontract. HHS shall have the right to review and approve any proposed assignment or subcontracting of Business Associate's duties and responsibilities arising under the Agreement, as it relates to the Use or creation of PHI (or DID if applicable)].
- g) Intent. The parties agree that there are no intended third party beneficiaries under this Agreement.
- h) Indemnity. Business Associate will indemnify and hold harmless HHS and any HHS affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising

out of or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement by Business Associate or any Subcontractor, agent, person or entity under Business Associate's control.

IN WITNESS WHEREOF, HHS and Business Associate execute this Agreement in multiple originals to be effective on the date of Business Associate's Signature below:

<u>Stantec Consulting Services Inc.</u> Name of Business Associate	<u>County of Inyo - HHS: Public Health &amp; Prevention Health and Human Services</u>
By: _____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3853

### Modification to Subcontractor Agreement with Advocates for Human Potential Crisis Care Mobile Unit Project

#### Health & Human Services

ACTION REQUIRED

**ITEM SUBMITTED BY**

Lori Bengochia, Innovations and Grant Manager

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Approve the modification between the County of Inyo and Advocates for Human Potential, Inc. of Sudbury, MA, to increase funding by \$300,000 for a total of \$500,000 with the period of performance extended through June 30, 2025, contingent upon the Board’s approval of future budgets, and authorize the HHS Director or Designee to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Subcontract Agreement with the Advocates for Human Potential, Inc. (AHP) was approved by the Board on March 1, 2022 for \$200,00 for planning of the Crisis Care Mobile Unit Program (CCMU). Planning was completed February 14, 2023 with the submission of an application for an additional \$300,000 to implement the CCMU Program. Inyo County HHS has been allocated, through the Modification #2 to the Subcontract Agreement the additional funds to begin the implementation of the CCMU program. The expectation is that the additional allocations is to be expended by June 30, 2025.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4499
<b>Recurrence</b>	Ongoing Expenditures		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the ammendment/modication resulting in lack of funding to implement the Crisis Care Mobile Unit for Inyo County.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Third Party Administrator, Advocates for Human Potential, Inc. (AHP)

**ATTACHMENTS:**

1. Modified AHP Crisis Care Mobile Units Subcontractor Agreement
2. AHP Crisis Care Mobile Units Subcontractor Agreement

**APPROVALS:**

Lori Bengochia	Created/Initiated - 6/9/2023
Melissa Best-Baker	Approved - 6/13/2023
Darcy Ellis	Approved - 6/13/2023
Marilyn Mann	Approved - 6/13/2023
Anna Scott	Approved - 6/16/2023
John Vallejo	Approved - 6/19/2023
Amy Shepherd	Approved - 6/19/2023
Marilyn Mann	Approved - 6/19/2023
Nate Greenberg	Final Approval - 6/20/2023

## Modification #2 to Subcontract Agreement

**Subcontract ID:** 7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G  
**Subcontract Effective Date:** As of September 15, 2021  
**Extension/ Modification Date:** Effective as of May 24, 2023  
**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](mailto:mmann@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  
Tel: (978) 261-1483 (o)/ [mreeves@ahpnet.com](mailto:mreeves@ahpnet.com)

### Recitals:

**WHEREAS**, the parties wish to make certain written changes to this Subcontract Agreement: 7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G, and

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

\*\*\*\*\*

1. The Subcontract ID going forward shall be designated as “7460-CA MOBILE CRISIS (CCMU-IMPL)-INYO-01G”
2. The Q6 Deliverables due date is **extended** to March 31, 2023.
3. The Period of Performance under the Subcontract is modified to extend through June 30, 2025.
4. New Quarters 7-15 are added to the Statement of Work, with Deliverables and Equipment funding added for a total of \$300,000.00:
  - a. **Q8 – \$6,252.00**
  - b. **Q9 – \$35,051.00**
    - i. \$10,519.00 in Equipment added
    - ii. \$24,532.00 in Deliverables added
  - c. **Q10 – \$21,668.00**
    - i. \$1,460.00 in Equipment added
    - ii. \$20,208.00 in Deliverables added

- d. **Q11 – \$167,609.00**
  - i. \$150,000.00 in Equipment added
  - ii. \$17,609.00 in Deliverables added
- e. **Q12 – \$12,110.00**
- f. **Q13 – \$23,612.00**
  - i. \$1,500.00 in Equipment added
  - ii. \$22,112.00 in Deliverables added
- g. **Q14 – \$18,682.00**
- h. **Q15 – \$15,016.00**

5. Consideration under the subcontract is **increased** by \$300,000.00 from \$200,000.00 to \$500,000.00.
6. The **Revised** Statement of Work (“SOW”) (attached hereto as Attachment D) incorporates any previous Modification(s) and now reflects **all** equipment and deliverables (including CRRSAA deliverables) funded under this Subcontract.
7. The **Revised** Payment Schedule (attached hereto as Attachment E) incorporates any previous Modification(s) and now reflects **all** payments funded under the Subcontract.
8. Facsimile/electronic/scanned signatures are acceptable and effective for purposes of this Extension/ Modification as though an original inked signature.
9. 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"/>	ATTACHMENT D	<b>REVISED</b> SOW
<input checked="" type="checkbox"/>	ATTACHMENT E	<b>REVISED</b> PAYMENT SCHEDULE

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>





		<p>the Community Needs Assessment and Action Plan.</p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p><b>Quarterly report.</b></p> <ul style="list-style-type: none"> <li>The Grantee will submit a quarterly report by 3131122.</li> </ul> <p><b>Equipment.</b></p> <ul style="list-style-type: none"> <li>Survey Monkey software = \$5,400.</li> <li>Tableau software = \$8,000</li> </ul>		
2.	7460.10-002-0001 Quarter 3 4/1/22 – 6/30/22	<p><b>Coronavirus Response and Relief Services Appropriations Act (CRRSAA) Funding Coordination.</b></p> <ul style="list-style-type: none"> <li>The Grantee will convene one (1) Partners Group meeting. Agenda items will include: project planning, Community Needs Assessment, and Action Plan.</li> </ul> <p><b>Community Assessment.</b></p> <ul style="list-style-type: none"> <li>The Grantee will finalize the Community Needs 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.</li> </ul> <p><b>Quarterly report.</b></p> <ul style="list-style-type: none"> <li>The Grantee will submit a quarterly report by 6130122</li> </ul>	<b>\$37,000.00</b>	6/30/22
		<b>Year 1 Total:</b>	<b>\$89,400.00</b>	
3.	7460.10-002-0001 Quarter 4 7/1/22 – 9/30/22	<p><b>Coronavirus Response and Relief Services Appropriations Act (CRRSAA) Funding Coordination.</b></p> <ul style="list-style-type: none"> <li>The Grantee will conduct one (1) virtual Partners Group meeting. Agenda items will include: project updates, Community Needs Assessment, and Action Plan.</li> </ul> <p><b>Community Assessment.</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p><b>Action Plan</b></p> <ul style="list-style-type: none"> <li>The Grantee will begin drafting the Action Plan Quarterly report. The Grantee will submit a quarterly report by 9130122</li> </ul>	<b>\$36,500.00</b>	9/30/22

		<p><b>Equipment.</b></p> <ul style="list-style-type: none"> <li>• 6 months of data for tablets (\$50/month) = \$3,000.</li> <li>• Hotspots for tablets (\$50/month x 6 months) = \$300</li> </ul>	<b>\$3,300.00</b>	
4.	7460.10-002-0001  Quarter 5  10/1/22 – 12/31/22	<p><b>Coronavirus Response and Relief Services Appropriations Act (CRRSAA) Funding Coordination.</b></p> <ul style="list-style-type: none"> <li>• The Grantee will convene one (1) virtual Partners Group meeting. Agenda items will include: project update, Community Needs Assessment, and Action Plan.</li> <li>• 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.</li> <li>• 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.</li> </ul> <p><b>Action Plan.</b></p> <ul style="list-style-type: none"> <li>• The Grantee will revise the Action Plan using feedback from the Partners Group and County staff.</li> </ul> <p><b>Quarterly report</b></p> <ul style="list-style-type: none"> <li>• The Grantee will submit a quarterly report by 12/31/22.</li> </ul> <p>Equipment.</p> <ul style="list-style-type: none"> <li>• Survey Monkey software = \$5,400.</li> <li>• Tableau software = \$8,000</li> </ul>	<b>\$36,000.00</b>            <b>\$13,400.00</b>	12/31/22
5.	7460.10-002-0001  Quarter 6  1/1/23 – 3/31/23	<p><b>Coronavirus Response and Relief Services Appropriations Act (CRRSAA) Funding Coordination</b></p> <ul style="list-style-type: none"> <li>• The Grantee will convene one (1) virtual Partners Group meeting. Agenda items will include: project updates; and Action Plan..</li> <li>• The Grantee will share the finalized Action Plan with the Partners Group.</li> </ul> <p><b>Action Plan.</b></p> <ul style="list-style-type: none"> <li>• The Grantee will finalize the Action Plan and submit to Inyo County HHS Leadership by 1110123, and to AHP by 211123 for review. The Grantee will submit the final Action Plan to DHCS by 211412023.</li> </ul> <p><b>Quarterly report.</b></p>	<b>\$21,400.00</b>	3/31/23

		<ul style="list-style-type: none"> <li>The Grantee will submit a quarterly report by 211412023</li> </ul>		
		<b>Year 2 Total:</b>	<b>\$110,600.00</b>	
6.	7460.01-002  Quarter 8  07/01/23 – 09/30/23	<b>BASE ALLOCATION INFRASTRUCTURE</b> <b>Behavioral Health Continuum Infrastructure Program</b> <b>(BHCIP) Funds</b> <b>Activities/Deliverables That Build the CCMU Infrastructure</b> <ul style="list-style-type: none"> <li>a. <b>Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$3,963.00)</b> <ul style="list-style-type: none"> <li>• 25% of one (1) staff members time for coordination and planning activities.</li> </ul> </li> <li>b. <b>Data collection, analysis, and quarterly reporting for CCMU (\$2,289.00)</b> <ul style="list-style-type: none"> <li>• 10% of two (2) staff time for Data Collection, analysis, and quarterly reporting.</li> </ul> </li> </ul>	<b>\$6,252.00</b>	09/30/23
7.	7460.01-002  Quarter 9  10/01/23-  12/31/23	<b>BASE ALLOCATION INFRASTRUCTURE</b> <b>Behavioral Health Continuum Infrastructure Program</b> <b>(BHCIP) Funds</b> <b>Equipment/Property Purchases (\$9,619.00)</b> <ul style="list-style-type: none"> <li>• Two (2) laptops at \$1,800.00 ea. = \$3,600.00</li> <li>• Four (4) Ipads at \$500.00 ea.= \$2,000.00</li> <li>• One (1) wireless printer/fax/Scanner at \$1,000.00 = \$1,000.00</li> <li>• Six (6) folding chairs at \$50.00 ea. = \$300.00</li> <li>• Office supplies = \$600.00</li> <li>• One (1) vehicle safety kit at \$100.00 = \$100.00</li> <li>• Five (5) Safety vests at \$10.00 ea. = \$150.00</li> <li>• Two (1) First Aid kits at \$100.00 ea. = \$100.00</li> <li>• Five (5) Winter jackets at \$130.00 ea.= \$650.00</li> <li>• Five (5) Crampons at \$100.00 ea. = \$500.00</li> <li>• Five (5) Flashlights at \$60.00 ea.= \$300.00</li> <li>• Five (5) Headlamps at \$60.00 ea.= \$300.00</li> <li>• Batteries=\$19.00</li> <li>• One (1) Wi-Fi hotspot equipment = \$900.00</li> </ul> <b>Activities/Deliverables That Build the CCMU Infrastructure</b> <ul style="list-style-type: none"> <li>a. <b>Vehicle-related costs for CCMU (\$3,250.00)</b> <ul style="list-style-type: none"> <li>• Fuel = \$1,250.00</li> <li>• Vehicle Maintenance = \$750.00</li> </ul> </li> </ul>	<b>\$10,519.00</b>	12/31/23
			<b>\$24,532.00</b>	



		<p><b>c. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$3,963.00)</b></p> <ul style="list-style-type: none"> <li>• 25% of one (1) staff members time for coordination and planning activities.</li> </ul> <p><b>d. Marketing for CCMU services (\$9,348.00)</b></p> <ul style="list-style-type: none"> <li>• Purchase fee for radio ads = \$1,000.00</li> <li>• Purchase fee for brochures = \$1,000.00</li> <li>• Newspaper/social media ads=\$1,000.00</li> <li>• Logo Design/Promotional items such as pens, magnets, bags, stickers, keychains= \$6,348.00</li> </ul> <p><b>e. Data collection, analysis, and quarterly reporting for CCMU (\$2,285.00)</b></p> <ul style="list-style-type: none"> <li>• 10% of two (2) staff time for Data Collections, analysis, and quarterly reporting.</li> </ul>		
9.	<p>7460.01-002</p> <p>Quarter 11</p> <p>4/1/24 – 6/30/24</p>	<p><b>BASE ALLOCATION INFRASTRUCTURE</b></p> <p><b>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</b></p> <p><b>Equipment/Property Purchases (\$150,000)</b></p> <ul style="list-style-type: none"> <li>• One (1) Customized van at \$150,000.00 (\$100,000.00 for the van and \$50,000.00 for vehicle modifications including retrofit a staff desk area and client sitting area, storage space, installation of technology and safety equipment.)</li> </ul> <p><b>Activities/Deliverables That Build the CCMU Infrastructure</b></p> <p><b>A. Vehicle-related costs for CCMU (\$2,000.00)</b></p> <ul style="list-style-type: none"> <li>• Fuel = \$1,250.00</li> <li>• Vehicle Maintenance = \$750.00</li> </ul> <p><b>B. Dispatch of CCMU teams (\$2,612.00)</b></p> <ul style="list-style-type: none"> <li>• 10% of two (2) staff members time for dispatch services.</li> </ul> <p><b>C. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$3,963.00)</b></p> <ul style="list-style-type: none"> <li>• 25% of one (1) staff members time for coordination and planning activities.</li> </ul> <p><b>D. Marketing for CCMU services (\$6,422.00)</b></p> <ul style="list-style-type: none"> <li>• Purchase fee for radio ads = \$1,000.00</li> <li>• Purchase fee for design and print of brochures = \$1,000.00</li> <li>• Newspaper/social media ads=\$1,000.00</li> <li>• Promotional Items such as pens, magnets, bags, stickers, keychains= \$3,422.00</li> </ul> <p><b>E. Data collection, analysis, and quarterly reporting for CCMU (\$2,612.00)</b></p>	<p><b>\$150,000.00</b></p> <p><b>\$17,609.00</b></p>	06/30/24

		<ul style="list-style-type: none"> <li>• 10% of two (2) staff time for data collections, analysis, and quarterly reporting.</li> <li>• Attend monthly coaching calls and quarterly learning collaboratives.</li> </ul>		
<b>Total Year 3:</b>			<b>\$230,580.00</b>	
10.	7460.01-002 Quarter 12 7/1/24 – 9/30/24	<p><b><i>BASE ALLOCATION INFRASTRUCTURE Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</i></b> <b><i>Activities/Deliverables That Build the CCMU Infrastructure</i></b></p> <p><b>A. Vehicle-related costs for CCMU (\$3,250.00)</b></p> <ul style="list-style-type: none"> <li>• Fuel = \$1,250.00</li> <li>• Vehicle Maintenance = \$750.00</li> <li>• Vehicle Insurance = \$1,250.00</li> </ul> <p><b>B. Dispatch of CCMU teams (\$2,612.00)</b></p> <ul style="list-style-type: none"> <li>• 10% of two (2) staff members time for dispatch services.</li> </ul> <p><b>C. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$3,963.00)</b></p> <ul style="list-style-type: none"> <li>• 25% of one (1) staff members time for coordination and planning activities.</li> </ul> <p><b>D. Data collection, analysis, and quarterly reporting for CCMU (\$2,285.00)</b></p> <ul style="list-style-type: none"> <li>• 10% of two (2) staff time for data collections, analysis, and quarterly reporting.</li> </ul>	<b>\$12,110.00</b>	09/30/24
11.	7460.01-002 Quarter 13 10/1/24 – 12/31/24	<p><b><i>BASE ALLOCATION INFRASTRUCTURE Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</i></b> <b><i>Equipment/Property Purchases (\$600.00)</i></b></p> <ul style="list-style-type: none"> <li>• Office Supplies \$600.00</li> <li>• One (1) Wi-Fi hotspot Fee = \$900.00</li> </ul> <p><b><i>Activities/Deliverables That Build the CCMU Infrastructure</i></b></p> <p><b>A. Vehicle-related costs for CCMU (\$2,000.00)</b></p> <ul style="list-style-type: none"> <li>• Fuel = \$1,250.00</li> <li>• Vehicle Maintenance = \$750.00</li> </ul> <p><b>B. Trainings (\$4,000.00)</b></p> <ul style="list-style-type: none"> <li>• Fee for Crisis Response Staff to complete Crisis Response Training. Crisis staff will hold public trainings aimed at local community partners = \$2,000.00</li> <li>• Fee for Crisis Staff to complete 5150 training course. Crisis staff will then facilitate public trainings aimed at local community partners = \$2,000.00</li> </ul>	<b>\$1,500.00</b>  <b>\$22,112.00</b>	12/31/24

		<p><b>C. Dispatch of CCMU teams (\$2,612.00)</b></p> <ul style="list-style-type: none"> <li>• 10% of two (2) staff members time for dispatch services.</li> </ul> <p><b>D. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$3,963.00)</b></p> <ul style="list-style-type: none"> <li>• 25% of one (1) staff members time for coordination and planning activities.</li> </ul> <p><b>E. Marketing for CCMU services (\$8,922.00)</b></p> <ul style="list-style-type: none"> <li>• Purchase fee for radio ads = \$1,500.00</li> <li>• Purchase fee for design and print of brochures = \$1,500.00</li> <li>• Newspaper/social media ads = \$1,500.00</li> <li>• Promotional items such as pens, magnets, bags, stickers, keychains = 4,422.00</li> </ul> <p><b>F. Data collection, analysis, and quarterly reporting for CCMU (\$2,285.00)</b></p> <ul style="list-style-type: none"> <li>• 10% of two (2) staff time for data collections, analysis, and quarterly reporting.</li> </ul>		
12.	7460.01-002 Quarter 14 01/1/25 – 03/31/25	<p><b>BASE ALLOCATION INFRASTRUCTURE</b> <b>Behavioral Health Continuum Infrastructure Program (BHCIP) Funds</b> <b>Activities/Deliverables That Build the CCMU Infrastructure</b></p> <p><b>A. Vehicle-related costs for CCMU (\$2,000.00)</b></p> <ul style="list-style-type: none"> <li>• Fuel = \$1,250.00</li> <li>• Vehicle Maintenance = \$750.00</li> </ul> <p><b>B. Dispatch of CCMU teams (\$2,612.00)</b> 10% of two (2) staff members time for dispatch services.</p> <p><b>C. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$3,963.00)</b></p> <ul style="list-style-type: none"> <li>• 25% of one (1) staff members time for coordination and planning activities.</li> </ul> <p><b>D. Marketing for CCMU services (\$7,822.00)</b></p> <ul style="list-style-type: none"> <li>• Radio Ads = \$1,500.00</li> <li>• Brochures = \$1,500.00</li> <li>• Newspaper/social media=\$1,400.00</li> <li>• Promotional Items such as pens, magnets, bags, stickers, keychains = \$3,422.00</li> </ul> <p><b>E. Data collection, analysis, and quarterly reporting for CCMU (\$2,285.00)</b></p> <ul style="list-style-type: none"> <li>• 10% of two (2) staff time for Data Collections, analysis, and quarterly reporting.</li> </ul>	\$18,682.00	03/31/25



13.	7460.01-002  Quarter 15  04/01/25 –  06/30/25	<b>BASE ALLOCATION INFRASTRUCTURE</b> <b>Behavioral Health Continuum Infrastructure Program</b> <b>(BHCIP) Funds</b> <b>Activities/Deliverables That Build the CCMU</b> <b>Infrastructure</b> <b>A. Dispatch of CCMU teams (\$2,612.00)</b> 10% of two (2) staff members time for dispatch services. <b>B. Coordination and planning activities with local and regional organizations and/or to manage multiple CCMUs (\$3,963.00)</b> <ul style="list-style-type: none"> <li>• 25% of one (1) staff members time for coordination and planning activities.</li> </ul> <b>C. Marketing for CCMU services (\$6,156.00)</b> <ul style="list-style-type: none"> <li>• Radio Ads = \$1,000.00</li> <li>• Brochures = \$1,000.00</li> <li>• Newspaper/social media=\$1,000.00</li> <li>• Promotional Items such as pens, magnets, bags, stickers, keychains= \$3,156.00</li> </ul> <b>D. Data collection, analysis, and quarterly reporting for CCMU (\$2,285.00)</b> <ul style="list-style-type: none"> <li>• 10% of two (2) staff time for Data Collections, analysis, and quarterly reporting.</li> </ul>	<b>\$15,016.00</b>	06/30/25
Year 4 Total:			<b>\$69,420.00</b>	
CONTRACT TOTAL:			<b>\$500,000.00</b>	

ATTACHMENT E  
**REVISED PAYMENT SCHEDULE**  
**Inyo County MOD#2**

Description	Invoice Description	Amount Estimated
Equipment	Upon Completion of purchase with receipt for goods/equipment	\$13,400.00
		\$3,300.00
		\$13,400.00
		\$10,519.00
		\$1,460.00
		\$150,000.00
<b>Total Equipment</b>		<b>\$1,500.00</b>
		<b>\$193,579.00</b>

Quarter #/Date Range	Invoice Description	Amount of Invoice
Quarter 2: 1/1/22 – 3/31/22	Progress Report detailing progress made towards Deliverable 1 (CRRSAA funds)	\$39,000.00
Quarter 3: 04/01/22 – 6/30/22	Progress Report detailing progress made towards Deliverable 2 (CRRSAA funds)	\$37,000.00
Quarter 4: 07/01/22 – 9/30/22	Progress Report detailing progress made towards Deliverable 3 (CRRSAA funds)	\$36,500.00
Quarter 5: 10/01/22 – 12/31/22	Progress Report detailing progress made towards Deliverable 4 (CRRSAA funds)	\$36,000.00
Quarter 6: 1/1/23 – 3/31/23	Progress Report detailing progress made towards Deliverable 5 (CRRSAA funds)	\$21,400.00
Quarter 8: 7/1/23 – 9/30/23	Progress Report detailing progress made towards Deliverable 6	\$6,252.00
Quarter 9: 10/1/23 – 12/31/23	Progress Report detailing progress made towards Deliverable 7	\$24,532.00
Quarter 10: 1/1/24 – 3/31/24	Progress Report detailing progress made towards Deliverable 8	\$20,208.00
Quarter 11: 4/1/24 – 6/30/24	Progress Report detailing progress made towards Deliverable 9	\$17,609.00
Quarter 12: 7/1/24 – 9/30/24	Progress Report detailing progress made towards Deliverable 10	\$12,110.00
Quarter 13: 10/1/24 – 12/31/24	Progress Report detailing progress made towards Deliverable 11	\$22,112.00
Quarter 14: 1/1/25 – 3/31/25	Progress Report detailing progress made towards Deliverable 12	\$18,682.00
Quarter 15: 4/1/25 – 6/30/25	Progress Report detailing progress made towards Deliverable 13	\$15,016.00
<b>Total Deliverables and Other Directs</b>		<b>\$306,421.00</b>
<b>Total Deliverables, Other Direct and Equipment</b>		<b>\$500,000.00</b>

# *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 1<sup>st</sup> 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 1<sup>st</sup>  
Day of March, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

By: \_\_\_\_\_

<b>Routing</b>
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](mailto:cgalland@ahpnet.com/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](mailto:mreeves@ahpnet.com)

**AHP Direct Staff Contact:** Monica Reeves  
Tel: 978-261-1483 (o)/ [mreeves@ahpnet.com](mailto: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](mailto:mmann@inyocounty.us)

---

Prime Contract                **Client: California Department of Health Care Services**  
Identification:                **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 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.**

DocuSigned by:  
By: Charlie Galland  
AEB9BE9892F5471...

**CHARLES GALLAND, CHIEF OPERATING OFFICER**

Date: 11/3/2022

**COUNTY OF INYO**

*Print or Type Name of Subcontractor*

Marilyn Mann  
*Signature of Authorized Entity Representative*

Marilyn Mann

*Print or Type Name of Person Signing*

Interim Behavioral Health Director

*Representative Title*

Date: 3/1/2022

## TABLE OF CONTENTS

### 7460-CA MOBILE CRISIS-INYO-01

<b>SECTION</b>	<b>PAGE NO.</b>
<b>SECTION 1. PRIVACY OF CONTRACT</b> .....	<b>3</b>
<b>SECTION 2. NATURE OF THE SUBCONTRACT</b> .....	<b>3</b>
Type of Subcontract .....	3
Funding .....	3
<b>SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY</b> .....	<b>3</b>
Period of Performance .....	3
Time of the Essence.....	4
Delivery Schedule .....	4
Inspection and Acceptance .....	4
<b>SECTION 4. STATEMENT OF WORK</b> .....	<b>4</b>
<b>SECTION 5. SUBCONTRACTOR TRAVEL</b> .....	<b>5</b>
<b>SECTION 6: CONTRACT ADMINISTRATION DATA</b> .....	<b>5</b>
Contractor Representatives.....	5
Subcontractor Representatives .....	5
Compensation, Billing Instructions, and Payment .....	5
Final Payment and Closeout .....	7
Key Personnel.....	7
<b>SECTION 7: CHANGES AND MODIFICATIONS</b> .....	<b>7</b>
<b>SECTION 8: CONFIDENTIAL INFORMATION</b> .....	<b>8</b>
Non-Disclosure of Confidential (Proprietary) Information .....	8
Non-Disclosure of Confidential Research and Statistical Data .....	8
Personally Identifiable Information.....	8
<b>SECTION 9. INTELLECTUAL PROPERTY</b> .....	<b>9</b>
<b>SECTION 10: TERMINATION FOR CAUSE</b> .....	<b>9</b>
<b>SECTION 11: POLICIES AND CODES</b> .....	<b>10</b>
<b>SECTION 12: DATA COLLECTION AND PERFORMANCE</b> .....	<b>11</b>
<b>SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST</b> .....	<b>11</b>
<b>SECTION 14: INSURANCE</b> .....	<b>11</b>
<b>SECTION 15: INDEMNIFICATION</b> .....	<b>12</b>
<b>SECTION 16: DISPUTES/APPLICABLE LAWS</b> .....	<b>13</b>
Disputes .....	13
Applicable Laws .....	13
<b>SECTION 17: CERTIFICATIONS</b> .....	<b>14</b>
<b>SECTION 18: RECORDS AND RECORD KEEPING</b> .....	<b>15</b>
<b>SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION</b> .....	<b>16</b>
<b>SECTION 20: RECOVERY OF OVERPAYMENTS</b> .....	<b>16</b>
<b>SECTION 21: BEST EFFORTS</b> .....	<b>17</b>
<b>LIST OF ATTACHMENTS</b> .....	<b>17</b>
Attachment A – Standard Subcontract Terms and Conditions	
Attachment B – Special Subcontract Requirements	
Attachment C – Subcontractor's Certification	
Attachment D - Subcontractor's Statement of Work	
Attachment E - Payment Schedule	



## **SECTION 1. PRIVACY 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](mailto: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](mailto: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](mailto: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](mailto: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 Subcontract.
- 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>
<b>Attachment A</b> – Standard Subcontract Terms and Conditions	1
<b>Attachment B</b> – Special Subcontractor Requirements	36
<b>Attachment C</b> – Subcontractor's Certification	5
<b>Attachment D</b> - Subcontractor's Statement of Work	2
<b>Attachment E</b> – 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 DCHS 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 leaed or contracted for by an entitiy 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 eith directly or though 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 facilites 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 inits descretion 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.

Inyo County Dept of HHS

Name of Subcontractor

Marilyn Mann

Printed Name of Person Signing for Subcontractor

21-10349

Contract/Grant Number

Marilyn Mann

Signature of Person Signing for Subcontractor

10-25-2022

Date

HHS Director

Title

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

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

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

## 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, in 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.

<b>Meals/Expense</b>	<b>Reimbursement Rate</b>
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"> <li>• Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.</li> <li>• 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.</li> </ul> <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"> <li>• Trip begins at or before 6:00 a.m</li> </ul>	Breakfast
	<ul style="list-style-type: none"> <li>• Trip begins at or before 11:00 a.m.</li> </ul>	Lunch
	<ul style="list-style-type: none"> <li>• Trip begins at or before 5:00 p.m.</li> </ul>	Dinner
More than 24 hours	<ul style="list-style-type: none"> <li>• Trip ends at or after 8:00 a.m.</li> </ul>	Breakfast
	<ul style="list-style-type: none"> <li>• Trip ends at or after 2:00 p.m.</li> </ul>	Lunch
	<ul style="list-style-type: none"> <li>• Trip ends at or after 7:00 p.m</li> </ul>	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: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>  Phone: 916-445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>

**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
Inyo County Dept of HHS	95-6005445

By (Authorized Signature)

	
Printed Name and Title of Person Signing	
Marilyn Mann, HHS Director	
Date Executed	Executed in the County of
10/25/2022	Inyo

**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](http://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><b>Community Assessment</b></p> <ul style="list-style-type: none"> <li>• The Grantee will contract with one consultant to work on the following:               <ul style="list-style-type: none"> <li>○ 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").</li> <li>○ 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.</li> </ul> </li> <li>• 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.</li> </ul> <p><b>Coordination</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> </ul> <p><b>Quarterly report</b></p> <ul style="list-style-type: none"> <li>• The Grantee will submit a quarterly report by 3/31/22.</li> </ul> <p><b>Equipment</b></p> <ul style="list-style-type: none"> <li>• Survey Monkey software = \$5,400</li> <li>• Tableau software = \$8,000</li> </ul>	\$39,000.00	3/31/22
2.	7460.01-001	Quarter 3 4/1/2022 – 6/30/22	<p><b>Coordination</b></p> <ul style="list-style-type: none"> <li>• The Grantee will convene one (1) Partners Group meeting. Agenda items will include: project planning, Community Needs Assessment, and Action Plan.</li> </ul> <p><b>Community Assessment</b></p> <ul style="list-style-type: none"> <li>• The Grantee will finalize the Community Needs</li> </ul>	\$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><b>Quarterly report</b></p> <ul style="list-style-type: none"> <li>The Grantee will submit a quarterly report by 6/30/22.</li> </ul>		
3.	7460.01-001	<p>Quarter 4</p> <p>7/1/22 – 9/30/22</p>	<p><b>Coordination</b></p> <ul style="list-style-type: none"> <li>The Grantee will conduct one (1) virtual Partners Group meeting. Agenda items will include: project updates, Community Needs Assessment, and Action Plan.</li> </ul> <p><b>Community Assessment</b></p> <ul style="list-style-type: none"> <li>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.</li> </ul> <p><b>Action Plan</b></p> <ul style="list-style-type: none"> <li>The Grantee will begin drafting the Action Plan.</li> </ul> <p><b>Quarterly report</b></p> <ul style="list-style-type: none"> <li>The Grantee will submit a quarterly report by 9/30/22.</li> </ul> <p><b>Equipment</b></p> <ul style="list-style-type: none"> <li>6 months of data for tablets (\$50/month) = \$3,000</li> <li>Hotspots for tablets (\$5/month x 6 months) = \$300</li> </ul>	\$36,500.00	9/30/22
4.	7460.01-001	<p>Quarter 5</p> <p>10/1/22 – 12/31/22</p>	<p><b>Coordination</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <p><b>Action Plan</b></p> <ul style="list-style-type: none"> <li>The Grantee will revise the Action Plan using feedback from the Partners Group and County staff.</li> </ul> <p><b>Quarterly report</b></p> <ul style="list-style-type: none"> <li>The Grantee will submit a quarterly report by 12/31/22.</li> </ul> <p><b>Equipment</b></p> <ul style="list-style-type: none"> <li>Survey Monkey software = \$5,400</li> <li>Tableau software = \$8,000</li> </ul>	\$36,000.00	12/31/22

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

## 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
<b>Total Equipment</b>		<b>\$30,100.00</b>

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
<b>Total Deliverables and Other Directs</b>		<b>\$169,900.00</b>
<b>Total Deliverables, Other Direct and Equipment</b>		<b>\$200,000.00</b>

**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	<a href="mailto:cgalland@ahpnet.com">cgalland@ahpnet.com</a>	
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		



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3852

### Program Funding Agreement for Community Care Expansion Preservation Projects Health & Human Services ACTION REQUIRED

**ITEM SUBMITTED BY**

Lori Bengochia, Innovations and Grant Manager

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Approve the agreement between the County of Inyo and Advocates for Human Potential, Inc (AHP) of Sudbury, MA for an amount not to exceed \$203,113.00 for the period of July 1, 2023 through January 30, 2027, contingent upon the Board’s approval of future budgets, and authorize Marilyn Mann, HHS Director to sign the agreement, Certification regarding lobbying and the CDSS Confidentially and Information Security requirement and authorize Assistant Chief Information Officer or Designee to sign the CDSS Confidentially and Information Security requirement.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Community Care Expansion Preservation Project (CCE-CP) is part of the Behavioral Health Continuum Infrastructure Project (BHCIP) and has provided grant funding to increase and expand behavioral health treatment resources, including facility infrastructure. The funds received will be utilized at the Progress House in Bishop to increase their capacity to serve clients in a more effective and efficient manner, through the upgrade and remodel of their kitchen and dining area. California DHCS has contracted with Advocates for Human Potential (AHP) as the Third Party Administrator (TPA) for the project and Inyo County will in turn contract directly with AHP to expend the funds.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4498
<b>Recurrence</b>	One-Time Grant		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the agreements resulting in the declination of funds that would result in to infrastruct upgrade to serve clients.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Report progress to Advancing Human Potential (AHP)  
Various Inyo County Departments

**ATTACHMENTS:**

1. Program Funding Agreement

**APPROVALS:**

Lori Bengochia	Created/Initiated - 6/9/2023
Marilyn Mann	Approved - 6/9/2023
Darcy Ellis	Approved - 6/13/2023
Melissa Best-Baker	Approved - 6/15/2023
John Vallejo	Approved - 6/19/2023
Amy Shepherd	Approved - 6/19/2023
Marilyn Mann	Approved - 6/19/2023
Nate Greenberg	Final Approval - 6/20/2023

**PROGRAM FUNDING AGREEMENT  
COMMUNITY CARE EXPANSION PRESERVATION PROJECTS**

\*\*\*\*\*

**SUMMARY COVER SHEET**

---

Program Funding Agreement ID                      **7480-CA CCE-CP\_2058\_INYO-01-G**

---

Program Agreement Effective Date:

---

Program Funding Agreement Manager:                      **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

**AHP Project Director:** Louise Nieto  
Tel: 253 238 2673 (o) | lnieto@ahpnet.com

**AHP Direct Staff Contact:** Louise Nieto  
Tel: 253 238 2673 (o) | lnieto@ahpnet.com

---

County:                      **County of Inyo, a political subdivision of the State of California, acting through its Health and Human Services**  
**ATTN: Marilyn Mann**  
Address: 1360 N. Main St. 201 C Bishop, CA 93514  
Phone: 760-873-3305  
Email address: mmann@inyocounty.us

---

Prime Contract Identification:                      **California Department of Social Services**  
**Agreement No.: 21-3097**  
**Contract Title:** *Community Care Expansion Preservation Program*

---

Contract Type:                      Deliverable Based Type Contract

---

Base Period of Performance:                      Effective date through January 30, 2027

---

Consideration/Budget:                      Facility Preservation and Renovation **Not to Exceed \$203,113.00**

---

---

Program Funding Agreement Cover Sheet

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

This Program Funding Agreement (the "Agreement") is entered into \_\_\_\_\_, 2023 (the "Effective Date"), by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, a Massachusetts corporation, with offices located at **490-B Boston Post Road, Sudbury, MA 01776** ("AHP"), and **COUNTY OF INYO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ACTING THROUGH ITS HEALTH AND HUMAN SERVICES** with offices at **1360 N. Main St. 201 C Bishop, CA 93514** ("County"). AHP and County may be referred to separately as a "Party" or collectively as "Parties."

## RECITALS

A. AHP entered into an agreement with the State of California (the "State") through the California Department of Social Services ("CDSS") to facilitate program funding awards and provide services to CDSS as the third party administrator of the CDSS Community Care Expansion Preservation Program ("Program"). The agreement between CDSS and AHP shall hereinafter be referred to as the "Prime Contract" or "CDSS Contract";

B. The purpose of the Program is to preserve and avoid the closure of licensed residential adult and senior care facilities that serve applicants and recipients of Supplemental Security Income/State Supplementary Payment and Cash Assistance Program for Immigrants ("Qualified Residents"), with a priority for individuals experiencing or at risk of homelessness ("Prioritized Population");

C. Pursuant to the requirements of the Program and CDSS guidelines, counties are to use their allocation of program funds to preserve the capacity of eligible residential adult and senior care settings as well as increase the acceptance of new Qualified Residents by providing operating subsidy payments ("Operating Subsidy Payments" or "OSP") and funding capital projects addressing critical repairs, required upgrades, and ensuring that facilities are compliant with licensing standards ("Capital Projects"), with the goal of preventing closures and preserving beds in existing licensed facilities;

D. In response to that certain Notice of Funding Availability issued by AHP on behalf of CDSS on or about June 10, 2022 (the "NOFA") for the Program, and the All County Welfare Directors Letter ("ACWDL") dated December 14, 2022 (collectively referred to as "Funding Letters"), County elected to receive its noncompetitive allocation of **Two Hundred Three Thousand One Hundred Thirteen and 00/100 Dollars (\$203,113.00)** for the purpose of funding Operating Subsidy Payments and/or Capital Projects ("Program Funds") and has submitted to AHP an Implementation Plan ("Implementation Plan") for the administration and disbursement of the Program Funds to existing licensed adult and senior care facilities serving Qualified Residents; and;

E. This Agreement sets forth the terms and conditions of AHP's administration and management of the Program Funds and County's duties and obligations related to its receipt of Program Funds. Capitalized terms not defined herein shall have the meanings ascribed thereto in the California Welfare and Institutions Code sections 18999.97 – 18999.98.

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



**ARTICLE 1.**  
**AUTHORITY**

California Assembly Bill 172 (Chapter 696, Statutes of 2021) ("AB 172") added sections 18999.97-18999.98 to the Welfare and Institutions Code, providing the statutory basis for the Program and California Senate Bill 129 (Chapter 69, Statutes of 2021), the Budget Act of 2021, and California Assembly Bill 178 (Chapter 45, Statutes of 2022), Budget Act of 2022, provide the funding for the Program. CDSS issued the Funding Letters and AHP publishes Funding Letters on behalf of CDSS and provides technical assistance, general training and support to counties on administration, disbursement and monitoring of the Program Funds, as well as administration and fund management to CDSS.

This Agreement is entered under the authority of and in furtherance of the Program. This Agreement is the result of the County's election to accept its allocation of Program Funds and County's submission of an Implementation Plan which is subject to AHP and CDSS review and approval.

This Agreement hereby incorporates by reference County's approved Implementation Plan, as well as any report prepared by AHP in reliance on the representations and descriptions included in that Implementation Plan. This Agreement is governed by the following (collectively, the "Program Requirements"), and each of the following, as amended and in effect from time to time, is hereby incorporated by this reference as if set forth herein in full:

- 1.1 AB 172 (Chapter 696, Statutes of 2021), including any subsequent amendments to the statutes contained therein;
- 1.2 California Welfare and Institutions Code sections 18999.97 – 18999.98;
- 1.3 The NOFA, in the form attached to this Agreement as Attachment D; and the ACWDL dated December 14, 2022;
- 1.4 Guidance issued by CDSS regarding the Program;
- 1.5 Program Guidelines, or Program Manuals, as adopted by CDSS, and as may be amended from time to time;
- 1.6 The award letter(s) issued by AHP to County ("Award Letter") attached to this Agreement as Attachment E; and
- 1.7 All other applicable law, including, but not limited to, California Labor Code statutes applicable to public works projects.

County is solely responsible and liable for County and County's subcontractors' performance and compliance with this Agreement, the above-referenced Program Requirements, and all other local, state, and federal laws applicable to the Project.

**ARTICLE 2.**  
**TERM**

- 2.1 This Agreement shall commence on the Effective Date and shall expire automatically on June 30, 2027 (the "Expiration Date"); (the period from the Effective Date through the Expiration Date shall be referred to herein as the "Term"), unless earlier terminated by AHP or CDSS or assigned to CDSS pursuant to Section 2.3 below.
- 2.2 Upon the expiration of the Term, there shall be no extension or renewal of the Term of this Agreement, unless the Parties and CDSS otherwise agree in writing.
- 2.3 In the event that the Term of this Agreement is not extended, renewed, or terminated early, and either Party hereto shall have a material obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of AHP's rights and obligations under this Agreement shall be assigned automatically to CDSS, effective June 29, 2027, at 11:59 p.m. Each of the Parties hereto acknowledges and agrees that upon the occurrence of an assignment pursuant to this Section 2.3, such an assignment shall be effective without any further action by either Party hereto, or CDSS, and from and after the date of such an assignment: (i) CDSS shall be a Party to this Agreement and shall have all rights and obligations of AHP hereunder, and (ii) AHP shall cease to be a Party to this Agreement and shall be released from its obligations hereunder. Upon the occurrence of such assignment, the Term of this Agreement shall be extended automatically for a period of one (1) year and shall expire without any further action by either County or CDSS, unless County and CDSS otherwise agree in writing.
- 2.4 In the event that the Prime Contract is terminated or amended in a manner removing AHP from responsibility as a Party to this Agreement, and either Party hereto shall have a remaining obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of AHP's right and obligations under this Agreement shall be assigned automatically to CDSS effective upon the date of the termination or amendment.
- 2.5 Notwithstanding the foregoing or anything to the contrary contained herein, AHP and/or CDSS shall have the termination rights as set forth in Article 7, and Article 8, of this Agreement.

**ARTICLE 3.**  
**PROGRAM FUNDS AND DISBURSEMENT**

- 3.1 Purpose. The County has been awarded the Program Funds in the amount set forth in this Agreement to be used solely for the purposes set forth in this Agreement and as detailed in the Implementation Plan and for no other purposes. The County shall be responsible for administering and disbursing the Program Funds for purposes that are consistent with the Program Requirements. The County may disburse Program Funds to Eligible Recipients (as defined below) for

OSP and/or for Capital Projects. Program Funds awarded for OSP may not be commingled with Program Funds awarded for Capital Projects, and vice versa. The County is obligated to develop an application, allocation methodology and award process for Eligible Recipients consistent with the terms of this Agreement. Program Funds shall be disbursed only upon satisfaction of the requirements of this section.

- 3.2 Conditions of Disbursement. Within thirty (30) calendar days of the delivery to AHP of a fully executed Agreement, AHP shall disburse to the County twenty-five percent (25%) of the total amount of Program Funds awarded to the County ("Advance Disbursement"), which funds are to be used by the County in accordance with this Agreement. County shall submit proof of expenditures applied against the Advance Disbursement no later than (30) days after the end of each calendar quarter. In no event shall further Program Fund disbursements be made by AHP to County until after the Advance Disbursement has been exhausted and County has provided proof of expenditures applied against the Advance Disbursement. Such proof of expenditures shall be in a form approved by AHP and shall include any documentation requested by AHP to evidence the County's expenditures of funds, consistent with the terms of this Agreement. After the Advance Disbursement has been exhausted, disbursements shall be made by written request in a form approved by AHP and shall include any documentation requested by AHP to evidence the County's expenditures of funds, including Match Funds as described in Section 5.6, consistent with the terms of this Agreement ("Disbursement Request").

Disbursements are subject to the following:

- 3.2.1. County shall submit Disbursement Requests no more than once per calendar quarter, unless additional Disbursement Requests are permitted pursuant to section 3.2.4.
- 3.2.2. Disbursement Requests shall be submitted no earlier than the last day of each calendar quarter and no later than thirty (30) days following the last day of each calendar quarter.
- 3.2.3. Program Funds will be disbursed to the County for costs incurred for the Project within thirty (30) days of receipt of a complete Disbursement Request for Program Funds, provided such Disbursement Request is approved by AHP or its designee.
- 3.2.4. Other than the Advance Disbursement, all disbursements shall be based on actual expenditures incurred by the County. The County may

submit requests for additional advance disbursements upon providing to AHP evidence of good cause for the additional advance disbursement, and AHP shall provide said request to CDSS for approval. Any approval or disapproval of a disbursement request for an advance disbursement is within the sole discretion of CDSS. In no event shall the balance of advance disbursements exceed 25% of the total Program Fund amount.

3.2.5. Disbursement Requests shall identify the purpose of the use of funds, whether for OSP or Capital Projects or both, and shall delineate items allocated to OSP or Capital Projects, if applicable.

3.2.6. Within ninety (90) days of the final Disbursement Request, the County shall provide AHP with (i) a reconciliation showing all expenditures made with Program Funds, including those made with the Advance Disbursement, (ii) documentation of the expenditure of all Match Funds, and (iii) any documentation or evidence requested by AHP to support such expenditures.

3.3 Documentation of Match Funds. Match Funds contributed pursuant to Article 5, Section 5.6 of this Agreement shall be reported with each Disbursement Request. In the event the Match Funds are an in-kind contribution in lieu of cash, including Project expenses incurred prior to the Effective Date (the "Sunk Costs"), the value of such in-kind contribution must be approved by AHP. All Match Funds must be expended prior to submitting the final Disbursement Request.

3.4 Disbursement of Program Funds to Eligible Recipients. The County shall be responsible for disbursement of Program Funds to Eligible Recipients. The County shall follow its standard procurement, invoicing, and reimbursement processes for the disbursement of Program Funds, consistent with the terms and conditions of this Agreement.

3.5 Additional Considerations for Program Funds Used For Capital Projects. The County shall be responsible for ensuring that Eligible Recipients comply with all construction requirements, including that Eligible Recipients comply with California Prevailing Wage laws (California Labor Code section 1720 et seq.), all permitting requirements of the local jurisdiction and any other governmental or Program Requirements. The County shall require that all facilities receiving Program Funds for Capital Projects undertaking a construction project costing more than One Million Dollars (\$1,000,000) shall obtain payment and performance bonds. Any exception to the requirement to obtain payment and performance bonds must be approved by AHP or CDSS.

**ARTICLE 4.**  
**ELIGIBLE RECIPIENTS AND EXPENDITURES**

The County shall disburse Program Funds to Eligible Recipients for the uses set forth below. In awarding Program Funds, the County shall prioritize facilities with the highest risk of closure and facilities with the highest percentage of Qualified Residents.

- 4.1 Eligible Recipients. Program Funds shall only be disbursed by the County to facilities meeting all of the following eligibility criteria ("Eligible Recipients"):
- 4.1.1 An existing licensed Adult Residential Facility as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; Residential Care Facility for the Elderly, as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or a Residential Care Facility for the Chronically Ill as defined in Title 22, section 87801(r)(5) of the California Code of Regulations.
  - 4.1.2 Currently serving at least one Qualified Resident.
  - 4.1.3 In good standing with the Community Care Licensing Division or, if the facility is not in good standing, providing a certification that the Program Funds will bring the facility into good standing.
  - 4.1.4 Has agreed to continue to serve Qualified Residents.
  - 4.1.5 Has agreed to prioritize applications from Qualified Residents who are part of the Prioritized Population.
  - 4.1.6 Has agreed to remain in good standing with Community Care Licensing Division.
  - 4.1.7 Has agreed to use the Program Funds disbursed for the uses set forth below in Section 4.3 if Program Funds are used for OSP or Section 4.5 if the Program Funds are used for Capital Projects.
- 4.2 Additional Criteria for Eligible Recipients of OSP. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for OSP must also meet the following criteria:
- 4.2.1 Have a monthly or annual operating cash flow gap that places the facility at risk of closure or risk of reducing the number of beds for Qualified Residents.
  - 4.2.2 Have recorded a deed restriction on the facility or property requiring that the facility continue to provide licensed adult and senior residential care for a minimum duration equal to at least the term of the agreement between the County and Eligible Recipients to fund the OSP.

4.2.3 The duration of the agreement between the County and Eligible Recipients to fund the OSP is the period of time in which the County will be providing Program Funds for OSP to any Eligible Recipients within the County.

4.3 Eligible and Ineligible Uses of Program Funds for OSP. Program Funds used for OSP may be used to cover operating costs associated with the day-to-day physical operation of the Eligible Recipient's facility related to the Qualified Residents, including covering costs of utilities, maintenance and repair, staff and payroll costs, marketing, leasing, taxes and insurance, office supplies, accounting, and strategic planning. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for OSP may not supplant other funding available from existing local, state, or federal programs and grants supporting Qualified Residents and may not supplant the Qualified Residents' payments to the Eligible Recipient. Program Funds cannot be used for costs that are not related to operations, distributions to the facility owners, to pay tort claim liabilities, or to pay costs associated with a change of ownership. The County shall be responsible for ensuring that Program Funds are used for eligible purposes consistent with the Program Requirements and this Agreement.

4.4 Additional Criteria for Capital Project Eligible Recipients. In addition to the criteria for Eligible Recipients set forth in Section 4.1, recipients of Program Funds for Capital Projects must also meet the following criteria:

4.4.1 Have a gap in their financial ability to make needed repairs or upgrades, placing the facility at risk of closure or reducing the number of beds available for Qualified Residents.

4.5 Eligible and Ineligible Uses of Program Funds for Capital Projects. Program Funds used for Capital Projects are to be used for physical repairs and upgrades to an Eligible Recipient's facility, inside or outside the facility within the property line of the facility. Examples of eligible uses are set forth in section 205 of the NOFA. Program Funds used for Capital Projects may not supplant any existing funds used to support the prioritized population. Program Funds for Capital Projects shall not be used for repairs to foundations of leased facilities, projects that would expand or create new usable space, the provision of services, or for operating costs.

## **ARTICLE 5.** **PROGRAM IMPLEMENTATION REQUIREMENTS**

5.1 The County is responsible for the administration, disbursement, and monitoring of the Program Funds in accordance with the terms of this Agreement and the Program Requirements. Implementation requirements include the following:

5.2 Application Process. The County shall establish an application process for Eligible Recipients that addresses the Program priorities and goals. The application and funding selection process shall assess Eligible Recipients'

financial capacity, and ability to adhere to the Program Guidelines, including ensuring that Eligible Recipients have sufficient staff capacity and financial resources to manage the facility. The County funding shall be distributed geographically throughout the County to the extent feasible.

- 5.3 Monitoring. The County is responsible for monitoring use of Program Funds to ensure that Program Funds are only used for eligible uses in a manner consistent with the Program Guidelines. The County procedures must include a corrective action plan for assessing the risk of activities, projects, and for monitoring facilities to ensure that Program Requirements are met. The County is responsible for taking appropriate action in the event that Eligible Recipients fail to use the Program Funds for eligible uses or fail to perform. The County may subcontract any of its obligations to a third party, but the County remains responsible for the obligations in this Agreement.
- 5.4 OSP Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds used for OSP, which at a minimum shall include (i) the Eligible Recipients reporting obligations; (ii) the requirement that the Eligible Recipient respond to requests for information from AHP and CDSS; (iii) the eligible uses of the Program Funds; (iv) the conditions under which Program Funds will be disbursed; (v) the method of disbursement; (vi) a requirement that the facility be deed restricted to provide licensed adult and senior residential care for a minimum duration equal to the term of the agreement between the County and the Eligible Recipient for the use of Program Funds for OSP; (vii) conditions for the repayment of Program Funds or cancellation of future disbursement of Program Funds; (viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility, within thirty (30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; and (xi) such other provisions required by AHP or CDSS. County may include other requirements in its the agreement with Eligible Recipients of Program Funds used for OSP.
- 5.5 Capital Project Agreements. The County shall enter into written agreements with Eligible Recipients of Program Funds for Capital Projects which at a minimum shall include (i) the Eligible Recipients reporting responsibilities; (ii) the requirement that the Eligible Recipient respond to requests for information from AHP and CDSS; (iii) the allowed use of the Program Funds; (iv) the conditions for disbursement of the Program Funds; (v) the method of disbursement for the Program Funds; (vi) any procurement and bidding requirements, including, but not limited to, requirements to pay prevailing wage pursuant to California Labor Code section 1720 et seq.; (vii) conditions for repayment of the Program Funds or the cancellation of future disbursements; (viii) a requirement that the Eligible Recipient provide an annual audit within ninety (90) days of the end of the fiscal year, if applicable; (ix) a requirement to report material changes, such as changes in key staff or litigation against the Eligible Recipient or the facility within thirty

(30) days of such occurrence; (x) a requirement that the Eligible Recipient indemnify the County; (xi) if part of the County requirements, a requirement that the Eligible Recipient enter into a deed restriction to provide licensed residential care to Qualified Residents for a term determined by the County; and (xii) such other provisions required by AHP or CDSS. County may include other requirements in its agreement with Eligible Recipients of Program Funds used for Capital Projects.

- 5.6 Capital Project Program Fund Match. The County is required to match at least ten percent (10%) of the Program Funds for Capital Projects allocated to the County (the "Match Funds"). The County shall provide evidence to AHP of the contribution of Match Funds either in the form of cash or in-kind contributions as outlined in Article 3. Match Funds may be from the County or provided by an Eligible Recipient. In-kind Match Funds may be in the form of Sunk Costs directly related to the Capital Project, or costs directly related to the Capital Project that have already been incurred and cannot be recovered, and evidenced with documentation of paid invoices for professional services related to preconstruction of the specific Capital Project, as approved by AHP or CDSS on a case-by-case basis. In-kind Match Funds may also include donations of professional design-build services or materials directly related to the Capital Project. Any Match Funds claimed under Sunk Costs must supplement, not supplant, other fund sources. The provision of services and funds derived from the State general fund cannot be used in satisfaction of the required contribution of Match Funds.
- 5.7 Deed Restriction or Regulatory Agreement. The County must require Eligible Recipients receiving Program Funds for OSP to record a deed restriction or regulatory agreement on the funded facility requiring that the facility continue to provide licensed residential adult and senior care for a minimum duration equal to the term of the agreement between the County and Eligible Recipient for funding OSP. The deed restriction must be recorded on the title to the property upon which the facility is located before the County disburses any funds. If the Eligible Recipient leases the facility or property, the deed restriction must be signed by both the Eligible Recipient and the owner of the fee interest in the property and recorded against both the fee interest in the property and the leasehold. The County may, at its election, require deed restrictions for Capital Projects.

## **ARTICLE 6.** **FISCAL ADMINISTRATION**

- 6.1 The County shall be responsible for managing the Program Funds in compliance with the Program Requirements. The County is responsible for ensuring that Program Funds are used in accordance with the terms of this Agreement and the Program Requirements. The County is not required to establish a separate account for Program Funds but must establish a separate fund and must monitor all expenditures from the fund to ensure funds are only used for Program



purposes. All interest earned from Program Funds shall be used for purposes consistent with the terms of this Agreement and segregated from other County funds. Minimum requirements for the management of Program Funds include the following:

- 6.1.1 The County, by signing this Agreement, attests that it has the capacity and ability to manage the application, disbursement and monitoring of the Program Funds required by this Agreement and the Program Requirements.
- 6.1.2 The County shall include in its program requirements that all Eligible Recipients are assessed for financial feasibility and ability to comply with the Program Requirements.
- 6.1.3 The County shall comply with all disbursement procedures for the Program Funds set forth in the County's Implementation Plan or as otherwise approved by CDSS.
- 6.1.4 The County shall assign the necessary staff to monitor the use of Program Funds, ensure adherence to the Program Requirements, and monitor ongoing compliance with Program Requirements for the duration of any deed restriction required by this Agreement or the Term of this Agreement, whichever is longer, or required by the County.
- 6.1.5 The County shall ensure that recipients of Program Funds for Capital Projects comply with State Labor Code section 1720 et seq. (State Prevailing Wage).
- 6.1.6 The County shall comply with any reporting and record retention requirements in the Program Requirements or this Agreement.
- 6.2 Any Program Funds that have been disbursed to the County but have not been expended by the expiration of the Period of Performance set forth in the Summary Cover Sheet must be returned to CDSS with accrued interest within thirty (30) calendar days after the expiration of the Period of Performance in accordance with directions provided by CDSS. County shall not be entitled to any disbursement of Program Funds after expiration of the Period of Performance and any such undisbursed funds will be retained by CDSS.
- 6.3 The County shall not expend more than fifteen percent (15%) of the Program Funds on County administrative costs.

**ARTICLE 7.**  
**DEFAULT AND REMEDIES**

- 7.1 Event of Default. Any of the following, after notice to County by AHP or CDSS, provided in accordance with the notice requirements of this Agreement, and expiration of any applicable cure period, shall constitute an Event of Default under this Agreement:
- 7.1.1 The County's failure to timely satisfy each or any of the conditions set forth in this Agreement, or the Award Letter.
  - 7.1.2 The County's violation of any of the Program Requirements.
  - 7.1.3 AHP's or CDSS's determination of the following:
    - 7.1.3.1 The County has concealed any material fact from AHP or CDSS related to the County or any Eligible Recipients; or
    - 7.1.3.2 Any material fact or representation, made or furnished to AHP or CDSS by the County in connection with this Agreement shall have been untrue or misleading at the time that such fact or representation was made known to AHP, or subsequently becomes untrue or misleading; or
    - 7.1.3.3 Any Certification provided by the County is determined to be untrue or misleading;
    - 7.1.3.4 Any objectives or requirements of the Program cannot be met in accordance with this Agreement or within applicable timeframes, as memorialized by this Agreement.
- 7.2 Right to Cure. If the breach, violation, or default pursuant to Section 7.1 is not cured to AHP's and CDSS' satisfaction, as determined by AHP and CDSS, each in their sole and absolute discretion, within fourteen (14) days of notice to the County, provided in accordance with the notice requirements of this Agreement, then AHP, with CDSS approval, may declare an Event of Default under this Agreement.
- 7.2.1 Notwithstanding the foregoing, the County may request additional time to cure any default from AHP. AHP may, but shall not be required to, grant any such request, subject to CDSS approval, in CDSS's sole discretion. CDSS's approval of the County's request for additional time to cure shall be subject to the County's continuing and diligent efforts to cure, and any additional cure period provided to the County shall be reasonable, as determined by CDSS, in CDSS's sole discretion. AHP, shall provide notice to County of approval or denial of County's request for additional time to cure any default. In no event shall any extension of the cure period exceed thirty (30) days.

- 7.3 AHP/CDSS Remedies. Upon the occurrence of an Event of Default, AHP (on CDSS's behalf) and/or the State (represented by CDSS in this Agreement) may take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following:
- 7.3.1 temporarily withhold disbursement of Program Funds pending correction of the breach, violation, or default;
  - 7.3.2 disallow use of Program Funds for all or part of the costs resulting from the breach, violation, or default;
  - 7.3.3 wholly or partly suspend or terminate this Agreement and the County's award of Program Funds, or disbursements thereof (any such suspension or termination of this Agreement or the County's award of Program Funds shall be effective upon the County's receipt of AHP or CDSS notice of termination or suspension);
  - 7.3.4 withhold or deny further Program Funds or awards to the County;
  - 7.3.5 require the County to return all or part of any Program Funds, including any interest;
  - 7.3.6 specific performance;
  - 7.3.7 injunctive relief; and
  - 7.3.8 any and all remedies allowed by law or equity.

## **ARTICLE 8.** **TERMINATION**

- 8.1 AHP and/or CDSS shall have the right, each in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to the County, if (i) an Event of Default occurs; (ii) three (3) violations, breaches or defaults by the County of the terms and conditions of this Agreement (whether the same or different) occur within any twelve-month period, regardless of whether any or all such violations, breaches or defaults are timely corrected; (iii) the County files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the County discontinues or dissolves its business or if a receiver is appointed for the County or the County's business; or (iv) County fails to provide AHP with adequate assurances within a reasonable time that County is financially solvent, or AHP or CDSS determines that County is financially insecure.

- 8.2 Notwithstanding the foregoing, or anything to the contrary stated herein, AHP may terminate this Agreement upon thirty (30) days' notice if AHP is directed by CDSS to terminate this Agreement.
- 8.3 Upon termination of this Agreement for any reason, neither AHP nor CDSS shall be liable for any work that is not performed in accordance with the Agreement or for any commitments made by the County to any Eligible Recipient. Upon any termination, neither AHP nor CDSS shall be responsible for any additional disbursements of Program Funds after the termination date or for any damages to the County as a result of such termination. Upon termination, County shall cease to disburse Program Funds to Eligible Recipients and shall return all Program Funds to the State at the direction of AHP or CDSS.

**ARTICLE 9.**  
**POLICIES AND LEGAL AUTHORITIES**

- 9.1 The County shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to the County's performance under this Agreement, including any licensing and health and safety requirements.
- 9.2 The County shall comply with California Welfare and Institutions Code sections 18999.97 – 18999.98 et seq., including any related CDSS guidance, regulations, and/or subsequent additions or amendments thereto.
- 9.3 In the event the County does not comply with the terms of this Article 9, AHP shall give notice in accordance with section 15.7 and shall have all rights set forth in Article 7 and Article 8.

**ARTICLE 10.**  
**INDEMNIFICATION**

- 10.1 The County shall indemnify, defend, and hold harmless AHP, its officers, employees and agents, and CDSS and its officers, employees and agents, against liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any costs and expenses incurred by AHP and CDSS, including reasonable attorneys' fees, judgments, settlements or penalties against all liabilities, claims, suits, demands or liens for damages to persons or property (collectively "Claims") (unless such Claims arise from the gross negligence or willful misconduct of AHP or CDSS), arising out of, resulting from, or relating to, County's performance under this Agreement and including, but not limited to, the following:

- 10.1.1 Any act, omission, or statement of the County, or any person employed by or engaged under contract with the County, that results in injury (including death), loss, or damage to any person or property;
  - 10.1.2 Any failure on the part of the County to comply with applicable Program Requirements and requirements of law;
  - 10.1.3 Any act or omission of any Eligible Recipient, including but not limited to any failure of any Eligible Recipient to comply with the Program Requirements and the terms of this Agreement.
  - 10.1.4 Any failure on the part of the County or an Eligible Recipient to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
  - 10.1.5 Any injury to property or person occurring on or about the infrastructure or the property of the County or any Eligible Recipient; or
  - 10.1.6 Any claims related to the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous materials on, under or about the property upon which any facility funded with Program Funds is located.
- 10.2 The County shall indemnify AHP and/or CDSS under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors, including Eligible Recipients, in connection with this Agreement. AHP or CDSS shall provide timely notice of any Claims describing in reasonable detail such facts and circumstances with respect to such Claims. The County shall defend AHP and/or CDSS with counsel reasonably acceptable to AHP and/or CDSS. AHP and/or CDSS may, each, at its option and own expense, engage separate counsel to advise regarding the Claim and its defense. Such counsel may attend all proceedings and meetings. The County shall not settle any Claim without the consent of AHP and/or CDSS, as applicable.
- 10.3 The County agrees to indemnify, defend and save harmless AHP, its officers, agents and employees and CDSS, its officers, agents and employees from any and all claims, costs (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), and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the County in connection with this Agreement.
- 10.4 This indemnification shall survive the expiration or termination of the Agreement.

**ARTICLE 11.**  
**PREVAILING WAGE**

Any construction work that is funded with Program Funds is subject to state prevailing wage law, including California Labor Code section 1720 *et seq.* The County is responsible for ensuring that all Eligible Recipients comply with Prevailing Wage law as well as any other applicable federal or state labor requirements.

**ARTICLE 12.**  
**RELOCATION.**

The County is responsible for ensuring that all Eligible Recipients comply with applicable relocation laws, including Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. section 4601 *et seq.*), the California Relocation Assistance Law (California Government Code section 7260 *et seq.*) and their implementing regulations ("Relocation Laws"), if any Program Funds will be used for projects that will result in the displacement, as that term is defined in the Relocation Laws, of any persons, businesses, or farm operations. Pursuant to the Relocation Laws and guidance provided by CDSS, the County is responsible for ensuring that an Eligible Recipient (i) has a relocation plan prior to proceeding with any phase of a project or other activity that will result in the displacement of persons, businesses, or farm operations; and (ii) provides any required notices and relocation benefits. The County is also responsible for ensuring compliance with California Health & Safety Code and corresponding regulations for the safe transfer and relocation of residents in residential care facilities licensed by CDSS, and ensuring that Eligible Recipients obtain CDSS's approval of a relocation plan for each resident in care in a manner specified by CDSS.

**ARTICLE 13.**  
**INSPECTIONS, AUDITS, AND RECORD RETENTION**

- 13.1 AHP and CDSS and any of their authorized representatives shall have the right to access any documents, papers, or other records of the County and any Eligible Recipients which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of the County and Eligible Recipient's books and records, in addition to site inspections, as AHP or CDSS deems appropriate.
- 13.2 AHP and CDSS and any of their authorized representatives may perform compliance reviews and review procedures and documents pertaining to the County's compliance with the terms of this Agreement and Eligible Recipient's compliance with the Program Requirements, perform onsite visits and desk reviews in order to ensure Program Funds are expended for eligible uses and to

protect against fraud, waste and abuse. The County shall include in all agreements with Eligible Recipients, a requirement that the Eligible Recipient; (i) provide to AHP, and its authorized representatives, and CDSS and its authorized representatives access to the Eligible Recipient's records and facilities; and (ii) cooperate with any desk reviews.

- 13.3 The right to access records also includes timely and reasonable access to the County's and the Eligible Recipient's personnel for the purpose of interview and discussion related to the requested documents and/or information.
- 13.4 The right to access records is not limited to the required retention period but lasts as long as the records are retained by County and the Eligible Recipient.
- 13.5 The County shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds for the term of this Agreement and for a minimum of three (3) years thereafter, and require that all Eligible Recipients retain all records related to the Program Funds for the same period.
- 13.6 The County shall, and shall ensure that each of its Eligible Recipients shall, comply with the requirements set forth in Attachment C – The California Department of Social Services Confidentiality and Information Security Requirements.
- 13.7 Any review or inspection undertaken by AHP, its designee, or CDSS, or its designee, of the County's records or of any Eligible Recipient's records or facility is solely for the purpose of determining whether the County or the Eligible Recipient is properly discharging its obligations to CDSS, and should not be relied upon by the County or by any third parties as a warranty or representation by AHP or CDSS as to the quality of the design, construction, or operation of any project. The County agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld shall be recovered by AHP or CDSS by one of the following options:
  - 13.7.1 The County's remittance to AHP or CDSS of the full amount of the audit exception within thirty (30) days following AHP request for payment; or
  - 13.7.2 A repayment schedule which is agreeable to AHP, CDSS and County.

AHP reserves the right to select which option described above shall be employed; and AHP shall notify the County in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

- 13.8 Reporting Requirements. The County shall provide AHP and CDSS with the following reports:

- 13.8.1 Quarterly reports submitted within thirty (30) days of the end of each quarter.
- 13.8.2 An annual Program Fund Expenditure Report to be submitted not later than January 31st of each year for the prior calendar year.
- 13.8.3 A final report to be submitted no later than sixty (60) days after the final disbursement of Program Funds to Eligible Recipients.

All reports shall be in a form and contain such information as required by CDSS in its sole and absolute discretion. In addition to the above reporting requirements, AHP and CDSS may request additional reports and information necessary for AHP and CDSS to monitor compliance with the Program Requirements. The County shall be responsible for obtaining any necessary reporting information from its Eligible Recipients.

**ARTICLE 14.**  
**THIRD PARTY BENEFICIARIES.**

The State, represented by CDSS in this Agreement, is a third party beneficiary of this Agreement. This Agreement shall not be construed so as to give any other person or entity, other than the Parties and CDSS, any legal or equitable claim or right. CDSS or another authorized department or agency representing the State of California may enforce any provision of this Agreement to the full extent permitted in law or equity as a third party beneficiary of this Agreement. The State may take any and all remedies available in law and equity. In the event of litigation, the State may choose to seek any type of damages available in law or equity, up to the full amount of Program Funds awarded to the County.

The County shall name AHP and CDSS as third party beneficiaries with rights of enforcement in all agreements entered into by the County with Eligible Recipients.

**ARTICLE 15.**  
**MISCELLANEOUS.**

15.1 Dispute Resolution:

- 15.1.1 The Parties shall use reasonable efforts to resolve any dispute arising under this Agreement within thirty (30) days pursuant to informal mediation before a retired judge with Judicial Arbitration and Mediation Services ("JAMS") in Los Angeles, California.
- 15.1.2 If the Parties cannot resolve a dispute arising under this Agreement pursuant to Section 15.1.1, the Parties shall submit such dispute to arbitration in accordance with the provisions of the American Arbitration Association. The Parties shall conduct any arbitration in Los Angeles, California. The arbitrator's decision in any such arbitration shall be final, conclusive, and binding on the Parties.



15.1.3 TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT.

15.1.4 The County shall be obligated to continue to perform pursuant to this Agreement while any dispute is pending.

15.1.5 This Section 15.1 shall not apply to the State.

15.2 Attorneys' Fees. If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including reasonable arbitration costs and reasonable attorneys' fees. If multiple items are disputed and the final decision is split, then the Parties shall allocate such expenses pro rata as to each item. Section 15.2 does not apply to the State.

15.3 Waiver. AHP's failure to notify the County of a breach or to insist on strict performance of any provision of this Agreement shall not constitute waiver of such breach or provision.

15.4 Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, at law or in equity. AHP or CDSS may seek equitable relief, including an injunction, against the County in connection with any breach or threatened breach of this Agreement.

15.5 Limitation of Liability. Except as otherwise provided in this Agreement, or by applicable law, the County waives any right to seek, and AHP and CDSS shall not be liable for, any special, consequential, or punitive damages; indirect, or incidental damages; or 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 the County advises AHP or CDSS of the possibility of any such damages.

15.6 Relationship. The County is an independent contractor with respect to AHP. This Agreement is not intended to create a partnership, joint venture, employment, or fiduciary relationship between the Parties or between any Party hereto and CDSS.

15.7 Notices. Notices under this Agreement must be (i) in writing; (ii) addressed to the receiving Party at the address described in the Summary Cover Sheet (unless notice of a different address is given); and (iii) (A) if personally delivered to the recipient, notice is effective upon delivery, (B) if sent by a nationally recognized overnight courier service, notice is effective on the first business day following its timely deposit with such courier service, delivery fees for next business day delivery prepaid; no signature affirming receipt by the receiving party is required, the internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service, or (C) if sent by

certified U.S. mail, notice is effective three (3) days after deposit thereof in the U.S. mail, postage prepaid, certified, return receipt requested. Counsel for a Party may send notice on behalf of its client.

15.7.1 Notwithstanding the foregoing, the Parties may deliver any approval, disapproval, or request therefor via email. Such email notices and deliveries shall be valid and binding on the Parties, subject to the following:

15.7.1.1 Such email must be properly addressed to the other Party's Designated Representatives. For purposes of this Agreement, "Designated Representative" means initially (i) for AHP, Louise Nieto, lnieto@ahpnet.com and Sheronna Quinine, squinine@ahpnet.com; and (ii) for the County, Melissa Best-Baker, mbestbaker@inyocounty.us and Lori Bengochia, lbengochia@inyocounty.us. A Party may change a Designated Representative only upon notice to the other Party pursuant to the requirements of Section 15.7(iii)(A), (B) or (C).

15.7.1.2 If the sender receives a bounce-back, out-of-office or other automated response indicating non-receipt, the sender shall (i) re-attempt delivery until the other Party confirms receipt, or (ii) deliver the item in accordance with Section 15.7(iii) (A), (B) or (C).

15.8 Governing Law. The place of performance of this Agreement is California and the laws of the State of California, shall govern the validity, performance, enforcement, and interpretation of this Agreement. Any litigation or enforcement of an award must be brought in the appropriate state or federal court in the State of California, County of Sacramento. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue with respect to any such proceeding. The Parties acknowledge that all directions issued by the forum court, including injunction and other decrees, shall be binding and enforceable in all jurisdictions and countries.

15.9 Assignment. The County shall not assign, delegate, or otherwise transfer this Agreement, or its duties, or obligations in connection therewith, in whole or in part without the prior approval of AHP and CDSS. AHP's obligations under this Agreement shall be assignable to CDSS or CDSS's designee upon CDSS's request without the County's consent. In the event that AHP assigns its obligations under this Agreement to CDSS, AHP shall make commercially reasonable efforts to transition any reasonably necessary documentation related to this Agreement to CDSS or its designee, at no cost to CDSS provided however, that AHP shall have no obligation to incur any liability, pay fees, charges, or reimbursement in connection with any assignment, wind-down or transition services.

- 15.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the Parties. No understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both Parties. No handwritten changes shall be effective unless initialed by each Party.
- 15.11 Independent Legal and Tax Advice. AHP and the County, each, have reviewed and negotiated this Agreement using such independent legal and tax counsel as each has deemed appropriate.
- 15.12 Exhibits. The Attachments, Schedules, and Addenda, attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.
- 15.13 Partial Invalidity. If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the affected provision to any other circumstance, shall be fully enforceable.
- 15.14 Captions. The headings contained herein are for convenience only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.
- 15.15 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. Circumstances 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 U.S. 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.
- 15.16 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, and proposals. This section shall survive expiration/termination of this Agreement. Notwithstanding the foregoing, the County agrees that the State may use and refer to the County and any Eligible Recipients in any publication, news release, advertising, speech, technical paper, or for any other purposes.

- 15.17 Notice of Litigation. Promptly, and in any event within one (1) business day after an officer or other authorized representative of the County obtains knowledge thereof, the County shall provide written notice to AHP of (i) any litigation or governmental proceeding pending against the County which could materially adversely affect the County's or any of its Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements, and (ii) any other event which is likely to materially adversely affect the County or an Eligible Recipient's ability to perform its obligations under this Agreement and the Program Requirements.
- 15.18 Survival. Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.
- 15.19 Successors. This Agreement shall be binding upon the Parties, their successors, and assigns.
- 15.20 Approvals. Whenever this Agreement calls for a Party's approval or for CDSS's approval, approval shall mean prior written approval (including via email), not to be unreasonably conditioned, delayed, or withheld, unless sole discretion is expressly noted.
- 15.21 Counterparts; Electronic Signatures. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

***SIGNATURES ON THE FOLLOWING PAGE***

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.

**AHP:**

ADVOCATES FOR HUMAN  
POTENTIAL, INC.

By: \_\_\_\_\_  
CHARLES GALLAND,  
CHIEF OPERATING OFFICER

Date: \_\_\_\_\_

**SPONSOR:**

COUNTY OF INYO

By: \_\_\_\_\_  
MARILYN MANN, HHS DIRECTOR

Date: \_\_\_\_\_

## LIST OF ATTACHMENTS

<b>Title</b>	<b>No. of Pages</b>
Attachment A – State Requirements	5
Attachment B – Certification Regarding Lobbying and Conflicts of Interest	2
Attachment C – CDSS Confidentiality and Information Security Requirements	13
Attachment D – Notice of Funding Availability	36
Attachment E – Award Letters	4

Attachment A

**STATE REQUIREMENTS**

**1. California Civil Rights Requirements**

- a. During the performance of this Agreement, County and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. County and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

County shall permit access by representatives of the Department of Fair Employment and Housing, AHP and/or CDSS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities to ascertain compliance with this clause. County and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

County shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the Agreement.

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

- (1) CALIFORNIA CIVIL RIGHTS LAWS: County certifies compliance with the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et*

*seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

(2) EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if County has an internal policy against a sovereign nation or peoples recognized by the United States government, County certifies that such policies are not used in violation of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 *et seq.*), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code § 51), and Title VI of the Civil Rights Act of 1964.

- c. In the event of County's noncompliance with the requirements of the provisions herein or with any state or federal statutes, rules, regulations, or orders regarding civil rights or non-discrimination requirements, this Agreement may be cancelled, terminated, or suspended in whole or in part and County may be declared ineligible for further state contracts or grants.
- d. County will include the contractor certification provisions required by this section in every subcontract or purchase order unless exempted by federal or state statutes, rules, regulations, or orders, so that such provisions will be binding upon each County or vendor. County will take such action with respect to any subcontract or purchase order AHP may direct as a means of enforcing such provisions.

## **2. Subcontract Requirements**

a. County may enter into subcontracts for services to be performed pursuant to the Program Funding Agreement, provided such subcontracts are consistent with this Agreement and provided further that County follows its procurement policy, a copy of which has been previously provided to and approved by AHP. AHP or CDSS reserve the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require County 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, County shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by CDSS.



- b. County shall maintain a copy of each subcontract, including supporting documentation of cost reasonableness for subcontracting services and shall, upon request by AHP or CDSS, make copies available for approval, inspection, or audit.
- c. AHP and/or CDSS assume no responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients. County accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement and/or subcontract agreements between the County and Eligible Recipients.
- d. County is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- e. County shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- f. County agrees to include the following clause, relevant to record retention, in all subcontracts for services:

Subcontractor agrees to maintain and preserve, until three years after termination of this Agreement and final payment of Program Funds, to permit AHP or CDSS 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.

- g. Except as otherwise provided in this Agreement, or as may be stipulated in writing by AHP, AHP shall be County's sole point of contract for all matters related to performance and payment under this Agreement.
- h. County shall, as applicable, advise all subcontractors of their obligations to comply with this Attachment.

### **3. Income Restrictions**

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

### **4. Site Inspection**

The State 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 County, County shall provide and shall require its contractors and 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.

## **5. Warranties**

County 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. 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 CDSS in this Agreement.
- d. 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.
- e. 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 County's performance of this Agreement.
- f. All materials and equipment furnished in accordance with this Agreement and all work performed by County will be of good and workmanlike quality, free from faults and defects, and in conformance with the Agreement.
- g. It shall comply with all applicable laws in connection with its performance of its obligations under this Agreement.
- h. The provisions set forth herein shall survive any termination or expiration of this Agreement or any Project schedule.

## **6. 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 AHP's Designated Representative. Upon receipt of said notice, County 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 thirty (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, County 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 ninety (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, County 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. In accordance with Article 10 and Section 15.5 of the Agreement, AHP shall not be liable to County or its subcontractors for loss of profits because of any suspension or stop work notification issued under this clause.

## **7. Compliance with Statutes and Regulations**

- a. County shall comply with all applicable California and federal law, regulations, and published guidelines in connection with this Agreement.

Attachment B

State of California  
Department of Social Services

**CERTIFICATION REGARDING LOBBYING AND CONFLICTS OF INTEREST**

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

1. By entering into the Agreement and accepting Program Funds, County is in compliance with the Political Reform Act of 1978 and regulations promulgated by the Fair Political Practices Commission (FPPC) regarding requirements relating to lobbying and conflicts of interest.

1. County is aware of California state laws and regulations regarding employing current or former state employees. If County has any questions on the status of any person rendering services or involved with the Agreement, AHP must be contacted immediately for clarification.

(a) Current State Employees (Pub. Contract Code § 10410): 1). No officer or employee of the State 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. No officer or employee of the State 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 (Pub. Contract Code § 10411): 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency. For the twelve-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

If County violates any provisions of above paragraphs, such action by County shall render this Agreement void (Pub. Contract Code § 10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (Pub. Contract Code § 10430(e)).

**County of Inyo, a political  
subdivision of the State of California,  
acting through its Health and  
Human Services**

**Name of County**

**Marilyn Mann**

**Printed Name of Person Signing for County**

**Contract Number 5180-213097**

**Contract Number**

**Signature of Person Signing for County**

**HHS Director**

**Date**

**Title**

After execution by or on behalf of County, please return to:  
California Department of Social Services

## Attachment C

### **The California Department of Social Services Confidentiality and Information Security Requirements County - v 2019 01**

This Confidentiality and Information Security Requirements – Attachment C (hereinafter referred to as "this Exhibit" or "Attachment C") sets forth the information security and privacy requirements County is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by County, pursuant to the Agreement in which this Attachment is incorporated. CDSS, AHP and County desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as "CDSS CSP") in compliance with state and federal statutes, rules and regulations.

- . **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between County and AHP.
- I. **Effect on lower tier transactions.** The terms of this Attachment shall apply to all lower tier transactions (e.g., agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). County shall incorporate the contents of this Attachment into each lower tier transaction.
- II. **Confidentiality of Information.**
  - a. **DEFINITIONS.** The following definitions apply to this Attachment and relate to CDSS Confidential, Sensitive, and/or Personal Information:
    - i. "Confidential Information" is information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250 *et seq.*) or has restrictions on disclosure in accordance with other applicable state or federal laws.
    - ii. "Sensitive Information" is information maintained by CDSS which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS' fiscal resources and operations).
    - iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure, and must be made accessible to

information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. "Breach" is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

v. "Information Security Incident" is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement, including this Exhibit.

b. CDSS CSP which may become available to County as a result of the implementation of the Agreement shall be protected by County from unauthorized access, use, and disclosure as described in this Attachment.

c. County is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- California Welfare and Institutions Code section 10850
- Information Practices Act – California Civil Code section 1798 *et seq.*
- Public Records Act – California Government Code section 6250 *et seq.*
- California Penal Code section 502, 11140–11144, 13301–13303
- Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50
- Unemployment Insurance Code section 14013

d. **EXCLUSIONS.** "Confidential Information," "Sensitive Information," and "Personal Information" (CDSS CSP) does not include information that:

- i. is or becomes generally known or available to the public other than because of a breach by County of these confidentiality provisions;
- ii. already known to County before receipt from CDSS without an obligation of confidentiality owed to CDSS;
- iii. provided to County from a third party except where County knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
- iv. independently developed by County without reference to CDSS CSP.

**III. County Responsibilities.**

- a. **TRAINING.** County shall instruct all employees, agents, and subcontractors with access to CDSS CSP regarding:
  - i. The confidential nature of the information;
  - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code section 1798.55, Penal Code section 502 and other state and federal laws;
  - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V – Information Security Incidents and/or Breaches; and
  - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement and may be subject to penalties, both civil and criminal.
- b. **USE RESTRICTIONS.** County shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. **DISCLOSURE OF CDSS CSP.** County shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. **SUBPOENA.** If County receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, County will immediately notify the AHP Project Director and CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by County's responsible unit for handling subpoenas and court orders.
- e. **INFORMATION SECURITY OFFICER.** County shall designate an



Information Security Officer to oversee its compliance with this Attachment and to communicate with CDSS on matters concerning this Attachment.

- f. **REQUESTS FOR CDSS CSP BY THIRD PARTIES.** County shall promptly transmit to the AHP Project Director and CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- g. **DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING.** County shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- h. **RETURN OR DESTRUCTION OF CDSS CSP ON EXPIRATION OR TERMINATION.** Upon expiration or termination of the Agreement between County and AHP, or upon a date mutually agreed upon by the Parties following expiration or termination, County shall return or destroy CDSS CSP. If return or destruction is not feasible, County shall provide a written explanation to the AHP Project Director and CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform County in writing of any additional terms and conditions applicable to the retention of CDSS CSP.
- i. **RETENTION REQUIRED BY LAW.** If required by state or federal law, County may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.
- j. **RECORDS RETENTION:** Maintain all project materials and records pertaining to service delivery and fiscal and administrative controls for three years after final payment has been made under the terms of this Agreement, or until all pending county, State and federal audits are completed, whichever is later. County agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Upon request, the County shall promptly make these materials and records available to the State or its representative including the State Auditor. County agrees to allow the State or its representative access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to this Agreement.
- k. **OBLIGATIONS CONTINUE UNTIL RETURN OR DESTRUCTION.** County's obligations regarding the confidentiality of CDSS CSP set forth in this

Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas, shall continue until County returns or destroys CDSS CSP or returns CDSS CSP to CDSS; provided, however, that on expiration or termination of the Agreement between County and AHP, County shall not further use or disclose CDSS CSP except as required by state or federal law.

- l. **NOTIFICATION OF ELECTION TO DESTROY CDSS CSP.** If County elects to destroy CDSS CSP, County shall certify in writing, to the AHP Project Director and CDSS Information Security and Privacy Officer, using the contact information, that CDSS CSP has been destroyed.
- m. **BACKGROUND CHECK.** Before a member of County's workforce may access CDSS CSP, County must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. County shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.
- n. **CONFIDENTIALITY SAFEGUARDS.** County shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. County shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of County's operations and the nature and scope of its activities, including at a minimum the following safeguards:
  - i. **General Security Controls**
    - 1. **Confidentiality Acknowledgement.** By executing the Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, County acknowledges that the information resources maintained by CDSS and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.
    - 2. **Workstation/Laptop Encryption.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by CDSS Information Security Office.
    - 3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.

4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
5. **Minimum Necessary.** Only the minimum necessary amount of CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
6. **Removable Media Devices.** All electronic files that contain CDSS CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
7. **Antivirus Software.** All County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Patch Management.** To correct known security vulnerabilities, County shall install security patches and updates in a timely manner on all County-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on County's risk assessment of such patches and updates, the technical requirements of County's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.
9. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDSS CSP. County's password policy must be based on information security best practices for password length, complexity, and reuse.
10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

ii. **System Security Controls**

1. **System Timeout.** The system providing access to CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and

laptops.

2. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.
4. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
5. **Transmission Encryption.** All data transmissions of CDSS CSP by County outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.
6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. **Audit Controls**

1. **System Security Review.** All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.

3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

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

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

v. **Paper Document Controls**

1. **Supervision of Information.** CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. **Escorting Visitors.** Visitors to areas where CDSS CSP are contained shall be escorted, and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross-cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of County except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that County confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received,

maintains procedures to notify recipients if County's fax number changes, and maintains fax machines in a secure area.

6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

#### IV. Information Security Incidents and/or Breaches of CDSS CSP

- i. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** County shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) section 5340, Information Security Incident Management, including, but not limited to, taking:
  - ii. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
  - iii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** County shall notify the AHP Project Director and CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow County to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.
- c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. County will notify CDSS and AHP within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS and AHP informed as to the investigation until resolution of the vulnerability is completed.
- d. **Investigation of Information Security Incidents and/or Breaches.** County shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and County shall cooperate fully in such investigations. County is not required to disclose their un-redacted confidential,

proprietary, or privileged information. County will keep CDSS fully informed of the results of any such investigation.

- e. **Updates on Investigation.** County shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the AHP Project Director and CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between County and the AHP Program Director/CDSS Information Security and Privacy Officer. County is not required to disclose their unredacted confidential, proprietary, or privileged information.
- f. **Written Report.** County shall provide a written report of the investigation to the AHP Project Director and CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. County is not required to disclose their unredacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
  - i. County point of contact information;
  - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
  - iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
  - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
  - v. A description of where CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
  - vi. A description of the probable causes of the improper use or disclosure;
  - vii. Whether Civil Code sections 1798.29 or 1798.82, or any other federal or state laws requiring individual notifications of breaches, are triggered; and
  - viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.
- g. **Cost of Investigation and Remediation.** Per SAM section 5305.8, County shall be responsible for all direct and reasonable costs incurred by AHP or CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from County's failure to perform or from negligent acts of its personnel, and resulting in

the unauthorized disclosure, release, access, review or destruction, or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, AHP staff time, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

- V. Contact Information.** To direct communications to the above-referenced AHP and CDSS staff, County shall initiate contact as indicated herein. AHP and CDSS reserve the right to make changes to the contact information below by giving written notice to County. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

<b>AHP Project Director</b>	<b>CDSS Information Security &amp; Privacy Officer</b>
See Summary Cover Sheet of the Program Funding Agreement for AHP Project Director information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814  Email: iso@dss.ca.gov Telephone: (916) 651-5558

- VI. Audits and Inspections.** CDSS may inspect and/or monitor compliance with the safeguards required in this Attachment. County shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the AHP Project Director and CDSS Information Security and Privacy Officer in writing. The fact that CDSS or AHP inspects, or fails to inspect, or has the right to inspect, does not relieve County of its responsibility to comply with this Attachment.
- VII. Amendment.** The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Attachment may be required to provide for procedures to ensure compliance with such laws. The Parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.
- VIII. Interpretation.** The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The Parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.



- IX. Termination.** An Information Security Incident and/or Breach of CDSS CSP by County, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between County and AHP and grounds for immediate termination of the Agreement.
- X. CDSS Confidentiality and Security Compliance Statement**

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2019 01**

Information resources maintained by the California Department of Social Services (CDSS) and provided to County may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following: the California Welfare and Institutions Code § 10850, Information Practices Act – California Civil Code § 1798 *et seq.*, Public Records Act – California Government Code § 6250 *et seq.*, California Penal Code § 502, 11140–11144, 13301–13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

Project Representative

Name (Printed): **Marilyn Mann**

Title: **HHS Director**

Business Name: **County of Inyo, a political subdivision of the State of California, acting through its Health and Human Services**

Email Address: **mmann@inyocounty.us**

Phone: **760-873-3305**

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

READ and ACKNOWLEDGED: Information Security Officer  
(or authorized official responsible for business' information security program)

Name (Printed): **Jayne Westervelt**

Title: **Interim Information Services Director**

Business Name: **County of Inyo, a political subdivision of the State of  
California, acting through its Health and Human Services**

Email Address: **jwestervelt@inyocounty.us**

Phone: **760-878-0392**

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Attachment D

**Notice of Funding Availability**

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

DATE: JUNE 10, 2022

TO: ALL COUNTY DIRECTORS

SUBJECT: NOTICE OF FUNDING AVAILABILITY FOR THE COMMUNITY CARE EXPANSION PROGRAM: PRESERVATION OPERATIONAL SUBSIDIES AND PRESERVATION CAPITAL FUNDS

REFERENCE: [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#); [Welfare and Institutions Code \(WIC\) Section 18999.97](#); [Senate Bill \(SB\) 129 \(Chapter 69, Statutes of 2021\)](#)

The purpose of this letter is to notify all County Directors of noncompetitive allocations available for all counties with licensed residential adult and senior care facilities. This funding is available through the Community Care Expansion (CCE) Preservation Funds for the immediate preservation of licensed residential adult and senior care facilities serving applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness. The CCE Preservation Funds include operating subsidies and funds for capital projects.

Counties accepting these funds will be responsible for the administration and disbursement of funds to existing licensed adult and senior care facilities serving the prioritized population, consistent with the state guidelines provided within this funding announcement.

The California Department of Social Services (CDSS) is contracting with Advocates for Human Potential, Inc. (AHP), a consulting and research firm focused on improving health and human services systems, to serve as the third-party administrator for the CCE program.

**I. PROGRAM BACKGROUND**

California has a shortage of adult and senior care facilities (e.g., Adult Residential Facilities [ARFs] and Residential Care Facilities for the Elderly [RCFEs]) that accept individuals receiving or applying for SSI/SSP or CAPI. It has also seen a decline in the number of SSI/SSP recipients residing in adult and senior care facilities. The CCE program was established by [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#) to fund capital projects and promote the sustainability of residential adult and senior care facilities and to address historic gaps in the long-term care continuum. The CCE program will provide a total of \$805 million in funding for acquisition, construction, and rehabilitation to preserve and expand adult and senior care facilities that serve SSI/SSP

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

and CAPI applicants and recipients, including those who are experiencing or at risk of homelessness.

A total of \$195 million is reserved for the CCE Preservation Funds, which are intended to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving [qualified residents](#), defined as applicants or recipients of SSI/SSP or CAPI, including the “[prioritized population](#)” of qualified residents who are experiencing or at risk of homelessness ([WIC sections 18999.97\(c\)\(1\) and \(2\)](#)).

The \$195 million Preservation Funds comprise \$55 million in state general funds for preservation operating subsidy payments and \$140 million in State Fiscal Recovery Funds (SFRF) established by the American Rescue Plan Act (ARPA) of 2021 (Public Law 117-2) for preservation capital projects. Refer to [Section II: Allocation and Budget](#) for additional information on the funding available for each of these eligible uses and expenditure deadlines.

***California State Priorities***

CCE funding opportunities are designed to address the following state priorities:

- Invest in behavioral health and community care options that advance racial equity
- Seek geographic equity of behavioral health and community care options
- Address urgent gaps in the care continuum for people with behavioral health conditions, including seniors, adults with disabilities, and children and youth
- Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization
- Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing homelessness and justice involvement
- Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy
- Leverage county and Medi-Cal investments to support ongoing sustainability
- Leverage the historic state investments in housing and homelessness

In addition to the CCE Preservation Funds described in this letter, \$570 million is available for the CCE Capital Expansion Program through a joint [Request for Applications](#) alongside the Department of Health Care Services Behavioral Health Continuum Infrastructure Program. **The timeline, eligible uses, program guidelines, and eligibility for the CCE Capital Expansion Program are distinct from the CCE Preservation Funds outlined in this letter.** Counties interested in funds to support the creation or expansion of care facilities or other residential care settings to serve recipients or applicants of SSI/SSP or CAPI are encouraged to learn more about the

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

[CCE Capital Expansion](#) funds, which are available for acquisition, construction, and rehabilitation to expand adult and senior care facilities serving qualified residents. Please visit the [Improving California's Infrastructure website](#) for more information on CCE Capital Expansion funds.

**II. ALLOCATION AND BUDGET INFORMATION**

***Funding Availability***

The CCE Preservation Funds identified in this letter total \$195 million in noncompetitive allocations to counties for the immediate preservation of licensed residential adult and senior care facilities serving qualified residents. Note: facilities vendored by [regional centers](#) are not eligible for CCE Preservation Funds. However, these facilities and/or operators are encouraged to contact the regional center to request assistance in identifying resources related to capital development or rehabilitation, if applicable.

The CCE Preservation Funds are divided into two components:

- **Operating Subsidy Payments (OSP):** \$55 million is available to fund operating subsidies to existing licensed residential adult and senior care facilities serving [qualified residents](#). The intent of the OSP funds is to preserve and avoid the closure of critical residential adult and senior care facilities. OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Refer to [Sections 101](#) and [201](#) for more information on OSPs.
- **Capital Projects (CP):** \$140 million is available in capital funds to preserve facilities in need of critical repairs or required upgrades, thereby potentially preventing facility closure, which could result in exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP can also fund repairs needed to ensure facilities are compliant with licensing standards. Refer to [Sections 102](#) and [202](#) for more information on CPs.

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

Funding and match requirements are as follows:

<b>Purpose</b>	<b>Match</b>	<b>Funding Source and Expenditure Timeline</b>	<b>Amount</b>
Operating Subsidy Payments (OSP)	None	State general fund must be obligated by June 30, 2027, and liquidated by June 30, 2029	\$55,000,000
Capital Projects (CP)	10% match	Federal SFRF funds must be obligated by June 30, 2024, and liquidated by December 31, 2026	\$140,000,000
<b>Total CCE Preservation Funds</b>			<b>\$195,000,000</b>

***Federal and State Expenditure Timeline***

Of the \$195 million in CCE Preservation Funds, the OSP component is funded by state general funds. OSP funds must be obligated by June 30, 2027, and liquidated by June 30, 2029.

The CP component is funded by the SFRF pursuant to ARPA. CP funds must be obligated by June 30, 2024, and liquidated by December 31, 2026.

***Allocation Methodology***

OSP and CP preservation funds are available to all counties with current licensed facilities serving qualified residents. The noncompetitive allocations are listed in [Section 206](#). A need-based methodology for each county was determined by calculating the proportion of beds in existing licensed facilities currently serving individuals receiving SSI/SSP according to Community Care Licensing Division (CCLD) survey data. Facilities funded by regional centers are excluded and not eligible for CCE Preservation Funds. Refer to "Process to Accept CCE Preservation OSP and/or CP Funds" below for information on how county entities can accept funds.

Funding is not available in the noncompetitive allocation for counties with no qualifying facilities (i.e., no current licensed facilities willing to accept individuals who are applicants or recipients of SSI/SSP, not funded by [regional centers](#)). However, a base allocation of \$200,000 may be requested if the county believes there are existing licensed adult and senior care facilities serving applicants or recipients of SSI/SSP or CAPI that were not identified by the need-based methodology. Counties interested in this option must contact [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com) no later than July 15, 2022.

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

Refer to [Section 206](#) to review the counties that fall into this category, as indicated by an asterisk.

***Allocations and Awards Timeline***

The following table summarizes the CCE Preservation Fund timeline:

Notice of funding availability released	June 10, 2022
Stakeholder webinar	June 17, 2022
Deadline for counties to accept allocations via the Director's Certification	July 15, 2022
Deadline for counties to submit initial Implementation Plan for OSP and/or CP Preservation Funds	October 15, 2022
Deadline for counties to submit final Implementation Plan for OSP and/or CP Preservation Funds	January 15, 2023
Initial award announcements	Continuous; individual award announcements will be issued within 45 days of receipt of a complete Director's Certification
Standard Agreement (contract) with participating counties	AHP will issue a Standard Agreement (contract) for counties within 60 days of county initial Implementation Plan submission

CDSS reserves the right to modify the projected timeline at any time.

***Process to Accept CCE Preservation OSP and/or CP Funds***

Counties may choose to accept funds for either OSP, CP, or both. If both are accepted, a county must designate one county department to implement both program components. Any county department is eligible to accept the funds; examples include, but are not limited to, social service departments, health departments, aging or adult services, the behavioral health department, or housing and community development departments. However, the same county department must administer both OSP and CP funds.

**Counties must accept or decline funds via the Director's Certification in the web portal by July 15, 2022.** Counties are encouraged to accept funds as soon as possible to meet the immediate needs of adult and senior care facilities at risk

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

of closure. Funds not accepted by July 15, 2022, will be redistributed to counties that confirm an ability to accept additional funds via the web portal.

***Award Announcement and Contract***

AHP will review responses via the web portal on a rolling basis. Within 45 days of receiving the complete Director's Certification, AHP will issue an award letter.

Following submission of a signed Director's Certification, counties will be required to submit an initial CCE Preservation Funds Implementation Plan. Initial plans are due no later than October 15, 2022. If additional time is needed to seek local approval or to finalize the plan, counties may submit an amended or final Implementation Plan no later than January 15, 2023.

AHP will issue a Standard Agreement (contract) within 60 days of receipt of an initial Implementation Plan. The final Implementation Plan will be attached as an Addendum to the Standard Agreement (contract) and monitored for compliance where appropriate, as well as serve as a starting point for ongoing technical assistance (TA). The Standard Agreement must be signed, submitted, and fully executed with AHP before initial funding can be disbursed.

**III. PROGRAM ADMINISTRATION**

***Summary of Program Requirements***

AHP, with direction from CDSS, will award funds and issue contracts for CCE Preservation Funds to interested counties. AHP will use the web platform to obtain Director's Certifications and Implementation Plans.

Counties accepting funds shall be responsible for and asked to certify to the following:

- Submit a Director's Certification of funds acceptance.
- Identify one county department to manage all CCE Preservation Funds (both OSP and CP grants).
- Submit an Implementation Plan outlining how the program will be administered.
- Ensure program administration is consistent with the attached notice of funding availability (NOFA) and executed contract, including application processes, funding disbursement, and monitoring for funding accepted (OSP, CP, or both) for eligible use.
- Ensure facilities receiving funds are in good standing with [CCLD](#) at CDSS.
- Maximize funds for preservation of licensed facilities serving [qualified residents](#) and the [prioritized population](#) and limiting county administrative costs to 10 percent or less.



**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

- Provide reports to AHP and CDSS upon request. The reporting frequency is generally expected to be quarterly at minimum; however, additional ad hoc reports may be requested.
- Provide match funds for CP funds of at least 10 percent, either provided by the county or contributed by facilities in receipt of CP funds. Note: OSP funds do not require a county match.

***Technical Assistance***

AHP has been contracted to offer ongoing general training and TA throughout the life of the CCE Preservation Funds, effective immediately. Topics may include, but are not limited to, permit and licensing requirements, construction plans, oversight and management, braiding of funds, workforce development strategies, racial equity, serving diverse and complex individuals, and leveraging Medicaid and other funding sources for sustainability and budgeting best practices. AHP will also conduct informational webinars on topics such as strategies to serve target and prioritized populations, braiding resources to ensure viability, and green/sustainable building practices, as well as addressing concerns common to capital development projects serving the prioritized populations.

Counties may request TA by contacting [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com).

Additional information about AHP and CCE is available at <https://www.buildingcalhhs.com>.

**IV. QUESTIONS AND ADDITIONAL INFORMATION**

Contact [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com) with questions about this letter or attachments.

Additional information to address questions will be provided through a public webinar scheduled for June 17, 2022; an announcement will be forthcoming, following the release of this letter.

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

**Community Care Expansion Preservation  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

**Contents**

Article I – Program Overview .....	9
Section 101 – Preservation OSP .....	9
Section 102 – Preservation CP .....	11
Article II – Eligible Recipients and Expenditures .....	11
Section 201 – Preservation OSP Eligible Recipients .....	11
Section 202 – Preservation CP Eligible Recipients .....	12
Section 203 – Ineligible OSP or CP Recipients .....	14
Section 204 – Facility Prioritization Criteria .....	14
Section 205 – Eligible/Ineligible Expenditures .....	15
Section 206 – County Allocations .....	17
Article III – County Program Implementation Requirements .....	18
Section 301 – County Implementation Plan .....	18
Section 302 – Fund Disbursement .....	19
Section 303 – Preservation Capital Projects Funding Match .....	24
Section 304 – Service Use Terms .....	25
Article IV – Preservation Program Requirements .....	25
Section 401 – Data Collection and Reporting .....	25
Section 402 – Monitoring and Program Oversight .....	26
Article V – Authorizing and Applicable Law .....	27
Section 501 – Federal and State Program Requirements .....	27
Section 502 – Collaboration, Racial Equity, and Fair Housing .....	30
Key Definitions .....	31
Acronyms .....	33
Addendum A .....	33
Examples of CCE CP Fund Disbursement Procedures .....	33

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

**Article I – Program Overview**

The Community Care Expansion (CCE) Preservation Funds consist of two components: 1) Operating Subsidy Payments (OSP) and 2) Capital Projects (CP).

The unique goals, eligibility, and uses of each component are outlined throughout this attachment. Both components are intended to support the immediate preservation of licensed residential adult and senior care facilities serving [qualified residents](#), defined as applicants or recipients of SSI/SSP or CAPI, including the [prioritized population](#) of qualified residents who are experiencing or at risk of homelessness.

**Section 101 – Preservation OSP**

The intent of the OSP funds is to provide [operating subsidies](#) to existing licensed residential adult and senior care facilities to preserve them and avoid their closure, as well as to increase the acceptance of new qualified residents, including the prioritized population. Note: Facilities vendored by a [regional center](#) are not eligible for these funds.

OSP funds can cover an eligible licensed facility's potential or projected operating deficits. Operating costs are the costs associated with the day-to-day physical operation (e.g., staffing, utilities, security, maintenance) of qualified facilities. OSP funds will cover operating costs that are not covered by existing revenues. Eligible uses are further defined in [Section 205](#).

Counties accepting OSP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities consistent with state guidelines outlined in this document. Counties may determine whether they want to provide a set monthly payment or cost reimbursement based on actual costs and expenditures. Examples of each of these options are described below:

- **Set monthly payment:** A county may develop an allocation methodology for a monthly payment based on the number of beds currently occupied by qualified residents. In this scenario, the county shall determine the appropriate monthly amount for the operating subsidy payments that a facility would receive based on local needs. The monthly amount shall be applied at a rate per bed occupied by a [qualified resident](#) that month; beds occupied by non-qualified residents may not be included in the allocation methodology. With a set monthly payment, CDSS recommends subsidy payments of at least \$1,000 per bed for qualified residents, unless the county determines, based on their local needs assessment, that the amount should be less than \$1,000 per bed for qualified residents. For example, if the monthly amount is set at \$1,000 and four beds are currently occupied by qualified residents, the facility would receive a total of \$4,000 in OSP funds that

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

month. If in the next month there are only three beds occupied by qualified residents, the facility would receive \$3,000.

- **Cost reimbursement:** A county may reimburse facilities based on actual costs and expenditures. The facility can only be reimbursed for the share of eligible operating costs applicable to qualified residents. Counties choosing to use a cost reimbursement method should provide a template tool for facility applicants to project their operating costs and deficits for a set period. For example, if 25 percent of a facility's beds are occupied by [qualified residents](#), then the facility may request reimbursement for 25 percent of that month's eligible operating costs. Each month, the total reimbursed may vary due to changes in monthly operating costs as well as changes in the number of qualified residents in a facility.

Consistent with [Welfare and Institutions Code \(WIC\) section 18999.97](#), facilities in receipt of OSP shall be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide operating subsidy payments. A deed restriction on the title of the property safeguards the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP. As such, facility operators that are leasing the property must obtain the owner's consent for the deed restriction.

The length of time each county will provide OSP may vary depending on the county's OSP allocation, the number of facilities in receipt of OSP, and the amount of the monthly OSP. For example, a county determines they will provide OSP to eligible facilities over the course of 3 years. This duration of 3 years was determined based on the county's allocation and number of facilities the county prioritized to receive OSP. In this example, all facilities receiving OSP shall be deed restricted to provide licensed adult and senior residential care for at least the 3 years that the county will provide OSP via the CCE Preservation Funds.

Counties may request further technical assistance (TA) regarding how to establish processes to ensure properties are deed restricted, consistent with the statutory requirements, by contacting Advocates for Human Potential, Inc. (AHP) at [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com).

**Note:** OSP must be used to cover the [facility's](#) operating deficits. SSI/SSP or CAPI [recipients](#) may not receive free or reduced amount for board/room or care or supervision as a result of the OSP funding. OSP funding must not supplant the [recipient's](#) payment to the facility or supplement their board/room charge.

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

**Section 102 – Preservation CP**

The CP component of the CCE Preservation Funds provides capital funds to preserve facilities in need of repairs or required upgrades, thereby potentially preventing a facility closure and exits to homelessness. Funds can be applied to physical repairs and upgrades on an approved facility's property, including inside or outside the facility, within its property line. The CP funds can also be used for repairs needed for facilities to ensure they are compliant with licensing standards. Eligible uses are further defined in [Section 205](#).

Counties accepting CP funding are required to develop an application, allocation methodology, and award process for eligible licensed facilities that are currently serving qualified individuals.

**Article II – Eligible Recipients and Expenditures**

CCE Preservation noncompetitive allocations will be distributed to the county department designated by the county, once they are accepted through the process described in [Section 302](#). If both OSP and CP funds are accepted, one county department must manage both programs. Examples of county departments may include, but are not limited to, the housing development department, aging or adult services, or the behavioral health department. The department implementing OSP and/or CP should collaborate closely with behavioral health and homelessness systems of care to implement the program.

The designated county department will be responsible for the program administration, funding disbursement, and monitoring for OSP and CP to eligible licensed facilities, as applicable, as described in [Sections 302](#) and [402](#), respectively.

Counties accepting OSP and/or CP funds must provide information via an Implementation Plan that outlines how the county's funding application and dissemination process will target facilities that meet the eligibility and prioritization criteria outlined below. More information on the Implementation Plan is included in [Section 301](#).

**Section 201 – Preservation OSP Eligible Recipients**

OSP funds are intended to provide operating subsidies to existing licensed eligible residential adult and senior care facilities to preserve and avoid their closure, and to increase the acceptance of new [qualified residents](#), including the [prioritized population](#).

To receive OSP funding, facilities must meet the following eligibility criteria:

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

1. Be an existing licensed [Adult Residential Facility \(ARF\)](#), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; [Residential Care Facility for the Elderly \(RCFE\)](#), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or [Residential Care Facility for the Chronically III \(RCFCII\)](#), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one [qualified resident](#);
3. Be in good standing with the [Community Care Licensing Division \(CCLD\)](#) or certify that the capital project funds will bring them into good standing, defined as licensees in “substantial compliance” with licensing statutes and regulations per [Title 22, sections 80001\(s\)\(8\), 81001\(s\)\(8\), 87101\(s\)\(9\), and 87801\(s\)\(7\) of the California Code of Regulations](#); and
4. Have a critical monthly or annual operating and cash flow gap that places the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also agree to meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in [Article II](#) as well as the program requirements outlined in [Article IV](#) and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP or CAPI.
3. Agree to prioritize applications from qualified residents who are currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.
5. Consistent with [WIC section 18999.97\(f\)](#), include a deed restriction to provide licensed adult and senior residential care for the length of time the grantee provides operating subsidy payments.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will be responsible for reporting on the adherence to these requirements through regular program reports, as further described in [Section 401](#).

**Section 202 – Preservation CP Eligible Recipients**

CP funds are intended to preserve essential residential adult and senior care facilities in need of resources for repairs or required upgrades and that serve [qualified residents](#) and the [prioritized population](#).

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

To receive CP funding, facilities must meet the following eligibility criteria:

1. Be an existing licensed [Adult Residential Facility \(ARF\)](#), as defined in Title 22, section 80001(a)(5) of the California Code of Regulations; [Residential Care Facility for the Elderly \(RCFE\)](#), as defined in Title 22, section 87101(r)(5) of the California Code of Regulations; or [Residential Care Facility for the Chronically III \(RCFCI\)](#), as defined in Title 22, section 87801(r)(5) of the California Code of Regulations;
2. Currently serve at least one [qualified resident](#);
3. Be in good standing with [CCLD](#) or certify that the capital project funds will bring them into good standing, defined as licensees in “substantial compliance” with licensing statutes and regulations per [Title 22, sections 80001\(s\)\(8\), 81001\(s\)\(8\), 87101\(s\)\(9\), and 87801\(s\)\(7\) of the California Code of Regulations](#); and
4. Have a critical gap in their financial ability to make the needed repairs or upgrades, placing the facility at risk of closure or at risk of reducing the number of beds for qualified residents.

Facilities may certify that they meet these eligibility criteria through a written statement or attestation as part of the application process. Although counties may request further documentation when needed, CDSS encourages counties to develop streamlined and low-barrier applications to facilitate timely awards.

To accept funds, facilities must also meet the following conditions **throughout implementation**:

1. Use funds in accordance with the eligible uses outlined in [Article II](#), as well as the program requirements outlined in [Article IV](#) and throughout this NOFA.
2. Agree to continue serving applicants or recipients of SSI/SSP and CAPI.
3. Agree to prioritize applications from qualified residents currently experiencing or at risk of homelessness.
4. Remain in good standing with CCLD.

Note: Counties may require that facilities receiving CP funds include a deed restriction on the property that the facility be used to provide licensed adult and senior residential care for a period of time specified by the county. CDSS recommends counties include a deed restriction of 5 years or the length of time the county determines appropriate, relative to the amount of funds awarded to the facility. For example, it may be appropriate to require deed restriction for more than 5 years when a facility receives CP funds in excess of \$250,000.

Although CDSS recommends a deed restriction, in some cases it may not be feasible for the operator to agree to a deed restriction. For example, operators receiving CP

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

funds may not be able to agree to a deed restriction when the operator does not own the facility. In those cases, the county should include another form of agreement specifying the operator will continue to serve the qualified population and prioritize people experiencing or at risk of homelessness, as appropriate.

Counties shall monitor adherence to these requirements and ensure that facilities continue to meet the standards outlined above throughout program implementation. Counties will also be required to report on adherence to these requirements through regular program reports, as further described in [Section 401](#).

**Section 203 – Ineligible OSP or CP Recipients**

Facilities vendored by regional centers are not eligible for OSP or CP funds.

**Section 204 – Facility Prioritization Criteria**

Counties shall distribute funds to facilities in a manner that supports the overall goal to preserve eligible facilities and increase beds for [qualified residents](#) and the [prioritized population](#). Counties shall use the following criteria to prioritize eligible facilities for CCE Preservation Funds:

1. Facilities at the highest risk of closure that can be prevented through OSP or CP funds.
2. Facilities with the highest percentage or number of [qualified residents](#) served.

In addition to the criteria outlined above, counties may establish additional facility prioritization criteria to address local needs and the overall goals of the CCE Preservation Program.

Information on prioritization will be requested as part of the Implementation Plan.



**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

**Section 205 – Eligible/Ineligible Expenditures**

**A. County Uses for OSP and CP:**

- Funds must be used to supplement, not supplant, other funding available from existing local, state, or federal programs or grants with similar purposes (i.e., existing funds used to support the prioritized population).
- County administrative costs must be minimized, not to exceed 10 percent.
- The remaining funds outside of administrative costs are to be distributed to the eligible and selected licensed adult and senior care facilities.

**B. Eligible OSP Facility Costs:**

Operating costs are associated with the day-to-day physical operation of the qualified setting. The OSP is intended to help facilities cover facility operating deficits. These settings often have costs that exceed the revenue totals each month when they are caring for individuals applying for or receiving SSI/SSP or CAPI. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Eligible uses of OSP funds may include the following:

- Utilities, including heating, water, sewer, telephone, broadband and internet, and common area utilities
- Maintenance and repairs, including supplies, trash removal, snow removal, pest control, grounds upkeep and landscaping, and painting
- Staff and payroll costs required to sufficiently operate the licensed facility, including administrative, maintenance, and security staff/payrolls; staffing costs must be attributed to the facility as a whole and not in direct service or support of any single individual
- Marketing and leasing, including advertising, credit investigations, and leasing fees
- Taxes and insurance, including real estate taxes and property insurance
- Office supplies and expenses
- Accounting, such as tax filings, audits, and reporting to investors associated with the operation of the qualified facility
- Strategic planning and coordination with local health, social services, or homelessness systems of care to support sustainable long-term facility operations

Refer to [Section 101](#) for more information about how to determine a facility's OSP.

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

**C. Excluded OSP Facility Costs:**

Expenses that are not eligible to be covered by the OSP funds include the following:

- Expenses unrelated to operational costs
- Sponsor distributions
- Expenses or fees related to change in ownership, limited partner buyout, substitution, or assignment of ownership interest
- Expenses or fees related to tort or contract liability

**D. Eligible CP Facility Costs:**

CP funds can be applied to physical repairs and upgrades on an approved facility's property, inside or outside the facility, within its property line. Funds must be used to supplement, not supplant, any existing funds used to support the prioritized population.

Examples of common allowable costs could include but are not limited to the following:

- Weather stripping repair
- Outdoor activity space upgrades
- Perimeter fencing
- Delayed egress
- Repairs to holes in walls
- Signal system upgrade (e.g., egress and ingress systems, signals/alarms on doors, integration to personal emergency responses systems)
- Elevator repairs
- Water damage repairs
- Appliance upgrades
- Furniture upgrades
- Locked storage area upgrades
- Fire protection upgrades
- Fire alarm systems upgrades
- Employee accommodations upgrades (e.g., break rooms)
- First aid supply upgrades
- Windows and screens repair and upgrades
- Carpet and flooring upgrades
- Interior paint upgrades
- Roof repairs or replacement
- ADA upgrades and other upgrades to improve mobility and accessibility
- HVAC repairs

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

- Repairs or upgrades to bedrooms, bathrooms and showers, common areas, kitchens (note: repairs or upgrades may not increase square footage of the facility)
- Seismic upgrades to applicable facility types with two stories or more
- Solar panel purchasing, installation, and other upgrades that will reduce long-term operating costs
- Other sustainable/green or energy-efficient building upgrades

Capital projects may include physical repairs or upgrades that will prevent the facility from closure and place the facility back in good standing with CCLD, when applicable.

**E. Excluded CP Facility Costs:**

Expenses that are not eligible to be covered by the CP funds include the following:

- Foundations for leased properties
- Projects that would expand or create a new usable space that would increase the square footage of the facility (see the CCE Capital Expansion RFA on the [Improving California's Infrastructure website](#))
- Provision of services
- Operating costs (facilities should apply for OSP funds if they have operating cost needs)

**Section 206 – County Allocations**

The following table lists the one-time allocation amounts available for all counties with current licensed facilities serving qualified residents according to CCLD.

Director's Certification to accept the base allocation must be submitted in the web portal by July 15, 2022. Counties should review [Section II](#) for instructions on how to accept funds.

County	OSP Allocation	CP Allocation
Alameda	\$1,519,607	\$4,136,116
Alpine	-	-
Amador	\$200,000	\$200,000
Butte*	-	-
Calaveras	\$200,000	\$ 200,000
Colusa	-	-
Contra Costa	\$1,189,741	\$3,238,276
Del Norte	-	-

County	OSP Allocation	CP Allocation
Placer	\$200,000	\$534,669
Plumas	-	-
Riverside	\$1,779,052	\$4,842,283
Sacramento	\$2,416,546	\$6,577,434
San Benito*	-	-
San Bernardino	\$2,787,182	\$7,586,243
San Diego	\$3,346,842	\$9,109,544
San Francisco	\$1,497,369	\$4,075,588

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

County	OSP Allocation	CP Allocation	County	OSP Allocation	CP Allocation
El Dorado	\$200,000	\$200,000	San Joaquin	\$1,337,996	\$3,641,800
Fresno	\$1,100,789	\$2,996,162	San Luis Obispo	\$200,000	\$373,259
Glenn	\$200,000	\$200,000	San Mateo	\$819,105	\$2,229,468
Humboldt	\$200,000	\$200,000	Santa Barbara	\$263,151	\$716,254
Imperial	\$200,000	\$413,612	Santa Clara	\$1,619,679	\$4,408,495
Inyo*	-	-	Santa Cruz	\$478,120	\$1,301,363
Kern	\$830,224	\$2,259,732	Shasta	\$200,000	\$373,259
Kings	\$200,000	\$200,000	Sierra	-	-
Lake	\$200,000	\$200,000	Siskiyou	\$200,000	\$200,000
Lassen	\$200,000	\$200,000	Solano	\$574,486	\$1,563,654
Los Angeles	\$19,654,821	\$53,497,135	Sonoma	\$340,985	\$928,104
Madera	\$200,000	\$242,114	Stanislaus	\$1,515,901	\$4,126,028
Marin	\$218,675	\$595,197	Sutter	\$544,835	\$1,482,949
Mariposa	-	-	Tehama	\$218,675	\$595,197
Mendocino	\$200,000	\$200,000	Trinity	\$200,000	\$200,000
Merced	\$200,000	\$232,026	Tulare	\$448,469	\$1,220,659
Modoc	-	-	Tuolumne	\$200,000	\$200,000
Mono	-	-	Ventura	\$563,367	\$1,533,389
Monterey	\$644,906	\$1,755,327	Yolo	\$200,000	\$282,466
Napa	\$200,000	\$200,000	Yuba	\$200,000	\$200,000
Nevada	\$200,000	\$200,000	<b>TOTAL</b>	<b>\$54,747,179</b>	<b>\$142,488,003</b>
Orange	\$4,636,655	\$12,620,199			

\*Counties marked with an asterisk have licensed facilities, but the allocation methodology used did not match the licensed facilities (not vended by regional centers) with any recipients or applicants of SSI/SSP or CAPI. If the county is aware of eligible adult and senior care facilities not funded by regional centers that are currently serving recipients or applicants of SSI/SSP or CAPI, a base allocation of \$200,000 may be requested by contacting [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com) by July 15, 2022.

Note: CDSS is in the process of developing guidelines and funding available for tribes, which will be outlined in a separate correspondence.

**Article III – County Program Implementation Requirements**

**Section 301 – County Implementation Plan**

Counties accepting OSP and CP will be responsible for the administration, dissemination, and monitoring of the CP and OSP grant funds. Counties may select a third-party administrator to facilitate and manage the disbursement of funds. Counties accepting funds are required to submit an Implementation Plan describing how they will

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

operationalize the CCE Preservation Funds. An initial or draft Implementation Plan is due by October 15, 2022. Counties may submit amended or final Implementation Plans, including approvals by County Board of Supervisors (if required by the county's funding approval processes), no later than January 15, 2023.

The Implementation Plan shall include, but is not limited to, the county's plan to

- Design and implement an application process and/or allocation methodology for OSP and/or CP funds, as applicable;
- Incorporate prioritization criteria into fund distribution process; and
- Monitor use of funds and outcomes in accordance with the guidelines outlined in this section.

AHP will review Implementation Plans as they are received to confirm they are complete and consistent with state guidelines. If needed, AHP will request a consultation with the county to solicit additional information or request edits to the Implementation Plan to be consistent with state guidelines outlined in this letter.

It is important that the county strategy for design and review of eligible CCE Preservation Fund projects is co-designed with persons with lived experience consistent with the county's identified priority populations, which may include, but are not limited to, persons with lived experience of homelessness, behavioral health and/or substance use disorders; people with disabilities; and with other marginalized communities including Black, Indigenous, and people of color (BIPOC) at risk of or experiencing homelessness. County agencies should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process. Early engagement of key stakeholders with lived experience is essential for establishing equity as the foundation for these settings.

Counties must budget the program appropriately to ensure facilities with the greatest risk of closing and serving the highest proportion of qualified individuals have access to the CCE Preservation Program OSP and CP funds. Counties must minimize administrative costs while maximizing OSP and CP funds to facilities.

**Section 302 – Fund Disbursement**

The fund disbursement process for counties is outlined below. For the purposes of this section (Section 302 – Fund Disbursement), “subgrantee” refers to the facility (e.g., ARF, RCFE) receiving CP or OSP funds from a county grantee. Additional details will be included in the Standard Agreement issued by AHP upon county acceptance of funds. Please also see [Addendum A](#) for examples of various scenarios for CP fund disbursement.

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

**A. Disbursement of OSP Funds to Selected Facilities:**

Counties shall follow established county procurement, invoicing, and reimbursement processes and execute formal agreements or contracts with the approved subgrantees to govern the use of the Preservation OSP funds. A Funding and Disbursement Agreement (FDA) is one example of the kind of document that could be issued by counties in this context. Agreements must be executed between the county department providing the funds and the approved facility receiving funds. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County agreements with subgrantees should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data (see [Section 401](#))
- The uses of OSP funds.
- The conditions under which OSP funds may be accessed.
- The procedures and approvals needed for accessing OSP funds.
- Per [WIC section 18999.97\(f\)](#), a requirement that the facility be deed restricted to provide licensed adult and senior residential care for at least the length of time the county will provide OSP.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending \$750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance ([45 CFR Part 75](#)).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.

As part of the OSP contract, a system should be established to manage the disbursement of funds. Counties can work with subgrantees to determine frequency and timing of disbursements as long as it is documented in the contract; however, counties are responsible for ensuring that subgrantees continue to meet the program requirements as outlined in this NOFA.

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

information about disbursement and contract management with subgrantees in receipt of CCE OSP funds is also available through tailored TA upon request. To request TA, contact [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com).

**B. Disbursement of CP Funds to Selected Facilities:**

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with [State Fiscal Recovery Fund](#) (SFRF) requirements, and execute formal agreements or contracts with the approved facilities to govern the use of the CCE CP funds. Award and disbursement of CP funds requires an executed agreement between the county and subgrantee. Execution of the grant agreement award shall not automatically trigger a disbursement of funds.

County subgrantee agreements should, at minimum, delineate the following:

- The subgrantee's reporting responsibilities, including key metrics and data.
- Potential for requests of information from CDSS and AHP for ad hoc reports, or other required documentation such as eligibility of qualified residents.
- The uses of CP funds.
- The conditions under which CP funds may be accessed.
- The procedures and approvals needed for accessing CP funds, including details on the disbursement and construction draw approvals process.
- The requirements of an open- or closed-bid process.
- Any conditions that would cause repayment of funds or cancellation of future budgeted funds.
- A requirement that facilities in receipt of CCE Preservation Program grant funds provide their annual audit within 90 days of the end of their fiscal year, if applicable. If a subgrantee meets the threshold for a federal single audit, a copy of the most recent single audit must be provided. Note: any entity expending \$750,000 or more of federal funds in a fiscal year is required to have an annual single audit per the federal Super Circular Uniform Guidance ([45 CFR Part 75](#)).
- Required reporting, including reporting any material events such as change of key staff, lawsuit filed against the organization, etc. within 30 days of said event occurring.
- A requirement that subgrantees indemnify the county against any claims, suits, etc. that could be made against the entity.
- If applicable, the requirement of a deed restriction to provide licensed residential care for a period of time designated by the county.

Counties shall follow their standard disbursement and construction draw processes while ensuring all of the following components required by state and federal regulations, including SFRF requirements, are included in those processes:

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

- Qualification statements from construction professionals that have been reviewed and approved
- Final plan and cost review that has been approved
- Final, stamped plans and specifications
- Final executed contract and project budget (schedule of values)
- Project scope and timeline
- All final permits
- [Prevailing wage](#) attestation
- Payment and performance bond or executed letter of credit

More specific details about contractual pass-through requirements for counties will be outlined in the Standard Agreement upon contract execution with AHP. Detailed information about disbursement and contract management with facilities in receipt of CCE Preservation Program funds is also available through tailored TA upon request. To request TA, contact AHP at [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com).

**C. Management of CP Funds with Selected Subgrantees:**

Counties accepting CP funds will be required to outline how they will manage the funds via the Implementation Plan. Counties are strongly encouraged to reach out to [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com) if they require TA in implementing the management of CP funds with selected subgrantees.

Counties will be required to describe their intended CP fund management processes in their Implementation Plan, subject to review and approval by AHP. The description must include how the county or third-party administrator will manage the CP application and fund disbursement process. It must also describe circumstances as to when the subgrantee (i.e., facility) would be allowed to manage the construction/rehabilitation project independent of direct oversight from the county or third-party administrator. The county should carefully consider this option to determine when it is appropriate to allow a facility to manage the construction project directly. The county shall only allow this option when the county can ensure that the entity awarded is capable of sufficiently managing the construction process oversight from start to completion. Considerations of a subgrantee's ability to sufficiently manage the process may include the cost of the project, the complexity of the project, or the subgrantee's previous development management experience. Counties considering this option should weigh the risks of individual subgrantee management on a case-by-case basis.

Regardless of how the county decides to manage the funds, the county has ultimate responsibility for compliance with the funding instructions attached to this NOFA.



**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

Counties will be required to include the following details about CP fund management in their Implementation Plan, subject to review and approval by AHP:

- Attestation of the county's capacity and ability to manage the CP application process for construction as part of their Implementation Plan. The county should include detailed administrative plans for project management tasks such as developing and managing a scope of work, general contractor engagement, construction project management, close out, and regular project status reporting. If the county chooses to contract administration of this program to a third-party entity, this must be indicated in the Implementation Plan and accompanied by the agreement or contract that outlines oversight plans and expectations.
- Assessment of subgrantee financial feasibility and adherence to program requirements to ensure subgrantees have sufficient staff capacity and financial resources (i.e., working capital/liquidity) to manage the facility during and after construction.
- Clarification of the process, documentation, and approval requirements that will trigger the fund disbursement for approved CP projects.
- Review of the subgrantee's plan to relocate residents (if needed) to maintain levels of care during the capital preservation project period.
- Identification of necessary metrics and dedicated staff for proper monitoring of the CP fund disbursements.
- Development and management of the CP draw process for construction, which includes
  - Verifying all contractors and subcontractors are meeting prevailing wage standards for a public works project and
  - Identifying a process to track change orders.
- Management of post-construction compliance, financial accountability, reporting, and documentation per the requirements of CCE Preservation funding
- Monitoring of subgrantee projects during the 5-year compliance period
- Management and retention of all project, monitoring, and reporting documentation for the required archival period.

To further mitigate construction risks, it is recommended general contractors registered with the California Department of Industrial Relations (DIR) provide the following documents to counties:

- **Payment & Performance (P&P) Bond:** A P&P bond is required for all construction projects of \$1,000,000 or more. The bond must be issued by a rated company, for both payment and performance, as Dual Obligatee with the county or its designee as additionally insured. Any exception to this must be stated within the grant agreement and be approved by the State.
- **Letter(s) of Credit:** In the event a project is small, or the risk is determined to be low, an irrevocable letter of credit may be accepted in lieu of a P&P bond.

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

- **Certification of Compliance:** General contractors must submit a certification of compliance to the awarding county department certifying that the construction contractor shall comply with California's prevailing wage and working hours laws (including posting job notices, as required by [Labor Code section 1720](#)). From time to time, additional documents that are not stated here may be required, depending on the unique risks of the transaction.
- **Prevailing Wage Attestation:** Contractors provide this to the administering oversight body as part of the contract execution process, certifying compliance with California's prevailing wage and working hours laws and all applicable federal prevailing wage laws.

Additional documents that are not stated here may be required depending on the unique risks of the transaction.

**Section 303 – Preservation Capital Projects Funding Match**

Counties are required to match at least 10 percent of the CP funds accepted and awarded to them. Match may be provided by the county or contributed in whole or in part by the subgrantee awarded CP funds. However, counties are responsible for ensuring that the 10 percent match is met. For example, a county awarding a project that will cost \$50,000 could contribute \$5,000 in county American Rescue Plan Act (ARPA) funds to the project or require that the applicable subgrantee contribute \$5,000 in cash to the project.

*Note: Match is not required for OSP funds.*

Counties will describe their proposal for matching CP funds in the Implementation Plan, including identifying whether the county will provide the match itself or whether all or a portion of the match will be contributed by facilities awarded CP funds. Counties will also be required to certify that match requirements will be met and include any match sources committed to this contract in the Standard Agreement executed with AHP. If facilities will be required to contribute any part of the match, this must also be outlined in the Standard Agreement with the county.

Match in the form of cash and in-kind contributions, including the real costs previously incurred by a project, will be allowed. All "in-kind" amounts must be well documented and notarized. CDSS must approve all match sources that are not described below.

Cash match may come from

- [ARPA](#) funds granted to counties and cities,
- Local funding,
- [Mental Health Services Act](#) funds in the 3-year plan (considered "other local"),

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

- Foundation/philanthropic support,
- Loans or investments,
- Cash on hand, and
- Incentive payments from managed care plans

“In-kind” match may be in the form of

- Sunk costs directly related to a development project, or costs directly related to a development project that have already been incurred and cannot be recovered, with documentation of paid invoices for professional services related to pre-development of the specific grant application, as approved on a case-by-case basis by CDSS. Any match claimed under sunk cost must supplement, not supplant, other fund sources.
- Donations of professional design-build services, materials directly related to the development project.

Services to clients will not be allowed as match. State general funds may not be used as match.

**Section 304 – Service Use Terms**

For the purpose of this section, “service use terms” means a deed restriction on the title of the property, safeguarding the property for purposes consistent with the grant for the duration of the contract performance period. A deed restriction must be recorded on the title to the property before the county can approve any OSP payments. As such, facility operators that are leasing the property must obtain the owner’s consent for the deed restriction. The county, at their discretion, may also require that a deed restriction be recorded on the title to the property before approving CP projects. However, deed restrictions are required by statute for only those facilities in receipt of OSP funds.

**Article IV – Preservation Program Requirements**

**Section 401 – Data Collection and Reporting**

**A. Data Reports:**

Counties will be required to report on items related to use of funds and number of beds preserved. Examples of OSP and CP data collection items may include, but are not limited to, the following:

- The number of facilities requesting OSP or CP reimbursement and amount of funds requested
- The number of facilities receiving funds and amount of funds awarded

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

- The number of retained residents who are receiving or applying for SSI/SSP or CAPI benefits
- The total number of residents, the number of current [qualified residents](#), and any new qualified residents who move into the facility
- A brief description of how the CP or OSP funds were used to benefit the [qualified residents](#) and [prioritized population](#)

**B. The HUB – Data Reporting System:**

The HUB is a data portal that will be made available to all counties, through AHP, for the purpose of reporting data and meeting programmatic as well as federal fiscal reporting requirements. Each county will then provide subgrantee facilities with a separate secure portal for uploading and providing all required monitoring information. The site will also provide business-hour access to liaison staff who can answer questions related to the completion of required forms.

**C. American Rescue Plan Act (ARPA) Data Reporting Requirements:**

Counties will be required to follow the [U.S. Treasury Department rules on ARPA uses, data collection, and reporting requirements](#). CDSS reports expenditures and outcomes on behalf of grantees, and requested information included in the reporting is subject to change.

**Section 402 – Monitoring and Program Oversight**

As recipients of state and federal funding from pass-through entities (CDSS and AHP), counties are responsible for compliance with federal and state regulations attached to the funding accepted, including fund administration, fiscal and project management, reporting, and compliance monitoring.

Each participating county department will be responsible for managing the day-to-day operations of its CCE Preservation Funds program, including establishing methods, processes, and procedures to determine best practices for the efficient delivery of CCE Preservation Funds. Counties will likewise be expected to ensure that these funds are used in accordance with program requirements and written agreements and to take appropriate action, should any performance problems arise. County procedures must include a corrective action plan for assessing risk of activities and projects and for monitoring facilities to ensure that the requirements in this section are met.

Each county must, insofar as is feasible, distribute CCE funds geographically within its boundaries, according to the priorities of needs identified by the county analysis of facilities at highest risk for closure serving qualified residents.

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

The county shall be subject to monitoring by CDSS, its contractor AHP, and/or its community development financial institution (CDFI) subcontractor for compliance with the provisions of this NOFA and the executed contract. Such monitoring activities may include, but are not limited to, inspection of the county's grantees' and/or subgrantees' services, procedures, books, and records, as CDSS or AHP deems appropriate. CDSS or AHP may conduct monitoring activities at any time during the county's contractors' and/or subcontractors' normal business hours. CDSS may conduct a review of the county's contractors' and/or subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

**Article V – Authorizing and Applicable Law**

Authorizing law for CCE Preservation OSP and CP: [Assembly Bill \(AB\) 172 \(Chapter 696, Statutes of 2021\)](#)

**Section 501 – Federal and State Program Requirements**

**A. ARPA:**

Counties will be required to follow the [Treasury rules on ARPA uses, data collection, and reporting requirements](#).

**B. Reporting Requirements:**

Reporting requirements will include quarterly reports and a final report, along with an annual CCE Preservation Program and Expenditure Report. The annual report will be due no later than January 31, for the prior calendar year of January 1 to December 31. The reports and data entered in the HUB data portal shall be in such form and contain such information as required by CDSS, as appropriate, in its sole and absolute discretion.

These requirements will be fully detailed upon award. In addition to the foregoing, each county shall submit to CDSS or AHP such periodic reports, updates, and information as deemed necessary by CDSS to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted electronically in a format provided by CDSS or its administrative entity, AHP. Additional reporting requirements may be required by CDSS for up to the applicable service use terms after completion of project construction.

**C. Prevailing Wage:**

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

All “projects” that receive preservation capital funds over \$1,000 must utilize Prevailing Wage Rates as defined by the [Prevailing Wage Law \(Labor Code section 1720, et seq.\)](#). It is the contractor’s responsibility to abide by the apprenticeship requirements and reporting under that law. Projects are subject to compliance monitoring and enforcement by DIR. County departments will be required to submit a Certification of Compliance to AHP as part of the contract execution process, certifying that the county shall comply with all applicable local, state, and federal prevailing wage and working hours laws. The Certification of Compliance will also state that the county shall maintain its labor records in compliance with all applicable local, state, and federal laws, and shall make all labor records available to DIR and any other applicable enforcement agencies upon request.

**D. Local Building Codes:**

All preservation and construction projects must meet state or local residential and building codes, as applicable, or, in the absence of a state or local building code, the International Residential Code or International Building Code (as applicable to the type of housing) of the International Code Council. The housing must meet the applicable requirements upon project completion.

**E. Reasonable Costs:**

Consistent with county procurement processes, each county shall ensure there is a systematic process in place for determining and confirming “reasonable costs” within and throughout each project, as well as a systematic check-and-balance method for distributing funds to facilities.

**F. Land Use Exemption:**

Any project that receives CCE Preservation Program funds shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, and allowed as a permitted use, within the zone in which the structure is located, and shall **not** be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals, and shall be deemed a ministerial action under the California Environmental Quality Act (CEQA) ([Public Resources Code section 21080](#)) and under [section 15268 of Title 14 of the California Code of Regulations \(WIC section 18999.97\(l\)\)](#); see also [CEQA Guidelines](#)).

**G. Low-Rent Housing Project Exemption:**

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

In accordance with [WIC sections 5960.35\(b\)\(1\)](#) and [18999.98](#), a project funded with a CCE grant shall not be considered a “low-rent housing project,” as defined in [Section 1 of Article XXXIV of the California Constitution](#), if the project meets any one of the following criteria:

- The project is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to [subdivision \(f\) or \(g\) of section 214 of the Revenue and Taxation Code](#), not fully reimbursed to all taxing entities, and not more than 49 percent of the dwellings, apartments, or other living accommodations of the project may be occupied by persons of low income.
- The project is privately owned housing, is not exempt from ad valorem taxation by reason of any public ownership, and is not financed with direct long-term financing from a public body.
- The project is intended for owner-occupancy, which may include a limited-equity housing cooperative as defined in section [50076.5 of the Health and Safety Code](#), or cooperative or condominium ownership, rather than for rental-occupancy.
- The project consists of newly constructed, privately owned, one-to-four-family dwellings not located on adjoining sites.
- The project consists of existing dwelling units leased by the state public body from the private owner of these dwelling units.
- The project consists of the rehabilitation, reconstruction, improvement, or addition to, or replacement of, dwelling units of a previously existing low-rent housing project, or a project previously or currently occupied by lower-income households, as defined in section [50079.5 of the Health and Safety Code](#).
- The project consists of the acquisition, rehabilitation, reconstruction, improvement, or any combination thereof, of a project which, prior to the date of the transaction to acquire, rehabilitate, reconstruct, improve, or any combination thereof, was subject to a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households and maintains, or enters into a contract for federal or state public body assistance for the purpose of providing affordable housing for low-income households.

If a project funded with a CCE grant is a “low-income housing project” as defined by [Section 1 of Article XXXIV of the California Constitution](#) but does not meet any of the criteria listed above, then the applicant shall comply with the requirements set forth in that section of the California Constitution.

**H. State and Federal Relocation Assistance:**

As applicable, all projects must comply with federal and state laws pertaining to relocation assistance and protections that must be provided to people who move as a

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

result of government-funded projects ([California Government Code \(GOV\) sections 7260-7277](#); [42 U.S.C. section 4601](#) et seq.).

**Section 502 – Collaboration, Racial Equity, and Fair Housing**

**A. Collaboration:**

Counties are strongly encouraged to collaborate with other partners, such as local behavioral health and emergency response systems, local Medi-Cal managed care plans, legal aid organizations, and other relevant networks, to maximize available funding to preserve residential facilities, increase referrals, coordinate care, and maximize resources and available supportive services. Information on these collaborations will be requested in future program updates. Counties may not supplant the CCE Preservation Funds with any other funding sources such as the Assisted Living Waiver program or other service use funding provided by the county or other programs.

**B. Racial Equity:**

It is important that the county department address racial disparities in program design, development, and implementation. It is vital to have early engagement with stakeholders with lived experience of homelessness or mental and/or substance use disorders, people with disabilities, and with other marginalized communities including BIPOC at risk of or experiencing homelessness. County departments should rely on local data to account for racial inequities and disparities experienced by persons experiencing homelessness in the application evaluation process and/or allocation methodology.

**C. Fair Housing:**

Additionally, per [Government Code section 8899.50](#), each county must also operate its CCE program in a manner that affirmatively furthers fair housing. This means that CCE must be operated in a way that takes “meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming. Counties are encouraged to seek meaningful input and participation from current and former SSI/SSP or CAPI recipients or applicants, including individuals of color, that go beyond identifying disparities to identify causes of such disparities from individuals with lived experience. Additionally, CDSS or AHP will provide TA opportunities to help counties address racial equity within the CCE program.



**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

Reports

- [Racial Inequalities in Homelessness, by the Numbers](#)
- [Supporting Partnerships for Anti-Racist Communities \(SPARC\) Phase One Study Findings](#)
- [A Brief Timeline of Race and Homelessness in America](#)
- [Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness](#)

Resources

- [Equity-Based Decision-Making Framework](#)
- [Framework for an Equitable COVID-19 Homelessness Response](#)
- [Advancing Racial Equity through Assessments and Prioritization \(HUD\)](#)
- California Department of Housing and Community Development's [Guidance on Affirmatively Furthering Fair Housing](#)
- [California Business, Consumer Services and Housing Agency's Homeless Data Integration System](#)

**Key Definitions**

**Qualified resident:** For the purpose of this NOFA, per the state statute, applicants or recipients of the Supplemental Security Income/State Supplementary Payment (SSI/SSP) pursuant to Subchapter 16 (commencing with Section 1381) of Chapter 7 of Title 42 of the United States Code and Welfare and Institutions Code (WIC) section 12000 et seq., and applicants or recipients of the Cash Assistance Program for Immigrants (CAPI) pursuant to WIC section 18937 et seq., who need the care and supervision that is provided by the licensed facility that receives the grant. "Qualified resident" shall not include SSI/SSP or CAPI applicants or recipients who are receiving services through a regional center.

**Prioritized population:** Qualified residents who are experiencing, or at risk of experiencing, homelessness.

**Adult Residential Facility (ARF):** "ARF" has the same meaning as in Title 22 of the California Code of Regulations Section 80001: "any facility of any capacity that provides 24-hour-a-day nonmedical care and supervision to the following: (A) persons 18 years of age through 59 years of age; and (B) persons 60 years of age and older only in accordance with Section 85068.4."

**Residential Care Facility for the Elderly (RCFE):** "RCFE" has the same meaning as in Title 22 of the California Code of Regulations Section 87101: "a housing arrangement

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

chosen voluntarily by the resident, the resident's guardian, conservator or other responsible person; where 75 percent of the residents are sixty years of age or older and where varying levels of care and supervision are provided, as agreed to at time of admission or as determined necessary at subsequent times of reappraisal. Any younger residents must have needs compatible with other residents."

**Residential Care Facility for the Chronically Ill (RCFCI):** "RCFCI" has the same meaning as in Title 22 of the California Code of Regulations Section 87801: "any place, building, or housing arrangement which is maintained and operated to provide care and supervision to all or any of the following: (A) Adults with HIV disease or AIDS, (B) Emancipated minors with HIV disease or AIDS, or (C) Family units as defined in Section 87801(f)(1) with adults or children or both with HIV disease or AIDS."

**California Prevailing Wage:** The director of the Department of Industrial Relations (DIR) determines the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code section 1773. (Labor Code section 1770). Except for "public works," "projects" of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. (Labor Code section 1771). Prevailing wage is applicable only to work performed under contract, including contracts let for maintenance work, and is not applicable to work carried out by a public agency with its own forces.

**Capitalized Operating Subsidy Reserve (COSR [for OSP]):** Capitalized operating subsidy reserve means an interest-bearing account maintained by the qualified grantee, the residential adult or senior care facility, or a third-party entity created to cover potential or projected operating deficits on a facility that is deed restricted to provide licensed residential care for at least the term of the reserve. The department shall develop guidelines on the qualified grantees' use of COSRs to ensure safeguards for those reserves, based on use in other state programs.

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

**Acronyms**

AHP	Advocates for Human Potential, Inc. – CDSS’s third-party contractor
ARF	Adult Residential Facility
ARPA	American Rescue Plan Act
CAPI	Cash Assistance Program for Immigrants
CCE	Community Care Expansion
CCLD	Community Care Licensing Division
CDFI	Community Development Financial Institution
CDSS	California Department of Social Services
CEQA	California Environmental Quality Act
CP	Capital Projects
FDA	Funding and Disbursement Agreement
OSP	Operating Subsidy Payments
RCFCI	Residential Care Facility for the Chronically III
RCFE	Residential Care Facility for the Elderly
SFRF	State Fiscal Recovery Fund
SSI/SSP	Supplemental Security Income/State Supplementary Payment

**Addendum A**

**Examples of CCE CP Fund Disbursement Procedures**

Counties shall follow established county procurement, invoicing, and reimbursement processes, consistent with [SFRF](#) requirements, and execute formal agreements or contracts with the approved subgrantees to govern the use of the CCE CP funds.

The program management responsibility includes, but is not limited to, ensuring program compliance per the funding source, both for project delivery costs and within each awarded construction project; financial management, including management of the approved administrative budget and grant/loan budget, for each subgrantee by funding source; required data reporting and data retention, documentation, and recordkeeping per CDSS and federal specifications, both for the program and for each subgrantee; and the performance of the program according to the county’s approved Implementation Plan, budget, and unit completion goals.

The following scenarios are offered as examples in the absence of an established county process. If TA is needed to establish fund disbursement procedures, please

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

request support in the AHP CCE Preservation Acceptance web portal, or by email at [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com). For the purposes of this section, “subgrantee” refers to the facility or entity awarded CCE CP funds.

**Scenario #1 – The county establishes the management of each project**, including bidding and supporting the selection of contractors and disbursement of funds for rehabilitation/construction scopes of work. This also includes the direct management of funds and contracts with trades and construction firms completing the approved rehabilitation and reconstruction. In this scenario, the county would contract with trades on behalf of the subgrantee (the ARF or RCFE) and act as project manager to monitor the completion of the approved improvement/project.

In this scenario, the county operates in the role similar to that of a general contractor. If a county uses this approach, the county department or agency administering the program should have preexisting experience overseeing construction and development projects of a similar size and complexity as the proposed projects to be funded with CCE CP funds.

*Note: It is recommended that the county leverage existing procurement and management systems that currently govern similar capital projects such as [HOME](#), the [Community Development Block Grant Program \(CDBG\)](#), or home improvement projects where the county is designating funds for a specific project with restricted use. AHP can provide TA upon request to assess and advise the applicability, scope, or feasibility of using the county’s existing systems for this project.*

In this scenario, the county will work with the approved subgrantee (the ARF or RCFE) to 1) develop a scope of work, 2) select a licensed and certified general contractor through the county procurement process, and 3) manage the construction process. All construction and rehabilitation contracts will be made between the subgrantee (ARF or RCFE) and the general contractor, but the county will manage and disburse the funds upon successful completion of the work.

Under this scenario, the construction management and funds disbursement will follow these steps:

1. **Site inspection and drafting the scope of work:** Upon approval of allocated grant funds, the county will conduct an initial site inspection by a certified construction analyst. Based upon the inspection, the analyst will develop a detailed draft scope of work and review it with the subgrantee.
2. **Bidding and selecting a construction contractor:** Upon approval of this initial scope of work by the county and the subgrantee, the county will conduct a bid conference on site with the subgrantee and interested construction contractors. Within an acceptable period of time after the bid conference, contractors will

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

submit construction bids to the county. The county will meet with the subgrantee to have them select their preferred construction contractor.

3. **Finalizing scope of work:** Upon selection of the construction contractor, the scope will be finalized with the subgrantee, and an internal review and approval package will be developed by county staff. Through the CCE program, the subgrantee has been exempted from Environmental Review and an expedited internal approval process for these grantees should be developed in collaboration with other agencies, including the planning agency. *Note: In this scenario, funds are approved but not transferred or allocated directly to the approved subgrantee. This allows the county to mitigate risk involving the use of funds and ensure funds are being used in accordance with the program requirements.*
4. **Signing agreements:** When the above processes are complete, the subgrantee is contacted to sign key documents, including the subgrantee agreement and the construction contract.
5. **Getting started:** Approval of work begins, with county oversight. The contractor is then provided with a Notice to Proceed, and construction can begin. Variance between estimated construction cost at time of bidding and actual cost when work begins can be mitigated through close collaboration between the subgrantee and the county.

In the scenario described above, the county will be responsible for construction management, close out, reviewing the facility's plan for the relocation of residents to a commensurate level of care as necessary, warranty enforcement, and post-construction responsibilities. Where there are already established residents whose service needs may be impacted, the county will collaborate with the subgrantee to ensure disruptions to continuity of care are minimized.

The county will ultimately be responsible for processing all applications from the stage of submission through review, decision/approval, settlement, construction completion, and ongoing program administration.

**Scenario #2 – The county contracts with a third party for full management of subgrantee awards**

In this scenario, the contracted third party will be responsible for the steps outlined above. County agencies with limited capacity to manage the CCE award and monitoring requirements may want to consider contracting with a third-party organization experienced in developing or rehabilitating residential care facilities to manage the construction bidding, selection of contractors, development of the project scope of work, bidding and validation of eligible expenditures, and final reporting with documentation on use of funds and completion of intended and approved use. In this scenario, all construction bidding processes, direct 1:1 oversight of projects to completion, and

**Community Care Expansion Preservation Program  
Operating Subsidy Payment and Capital Projects  
Notice of Funding Availability**

management of the draw review process could be the responsibility of a third party. Subgrantee award agreements will be executed between the awarded subgrantee and the county and managed with the assistance of a third party.

**Scenario #3 – Subgrantee manages awarded funds**

In this scenario, the county has determined the awarded subgrantee has the capacity and ability to manage the capital preservation/rehabilitation project. Subgrantees with prior experience rehabilitating or managing tenant improvements can manage the funds either through their own staff or through a memorandum of understanding with an experienced real estate developer or construction manager.

This scenario requires oversight by the county to ensure the subgrantee can document their prior experience or capacity to manage these funds and bring projects to fruition. Attestation of the subgrantee's ability and capacity to manage prevailing wage oversight, provide regular accounting of the funds expended for eligible uses, understand approvals and permitting needed, obtain these approvals and permits, and report on key data points required by the CCE program is recommended. A system to collect and monitor, including onsite inspection, will support the county to manage the grant funds under this scenario.

AWARD LETTERS



August 23, 2022

Inyo County  
Attn: Anna Scott, Assistant HHS Director  
HHS  
1360 N. Main St.  
Bishop, CA, 93514

SUBJECT: Community Care Expansion Preservation Program Award Letter

Dear Assistant Director Anna Scott:

Thank you for your interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Preservation Program. CDSS is pleased to inform you that Inyo County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **\$200,000** is awarded for the Capital Project (CP) program

According to the Director Certification submitted by your county, the CCE Preservation Program will be administered by Health and Human Services. The Director Certification also indicated that your county could accept additional CP funds, should they become available. Additional information relating to any additional funds will be released under separate cover.

CCE Preservation Program funds must be used consistent with the program guidelines outlined in the [Notice of Funding Availability \(NOFA\)](#) to immediately preserve and avoid the closure of licensed residential adult and senior care facilities serving qualified residents, defined as applicants or recipients of Supplemental Security Income/State Supplementary Payment (SSI/SSP) or Cash Assistance Program for Immigrants (CAPI), including those who are experiencing or at risk of homelessness.

Advocates for Human Potential, Inc. (AHP), the CCE administrative entity will collect an Implementation Plan and issue a Standard Agreement contract. The Standard Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA and the signed Director Certification. The CCE Preservation Program grant award is not final, and no funding will be disbursed, until a contract has been fully executed, which

occurs when the contract is signed by authorized representatives for both Inyo County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed contract may not be reimbursed.

CDSS appreciates your interest and partnership in implementing the CCE Preservation Program. If you have any questions, please contact the AHP team at [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com).

Sincerely,



Julie McQuitty  
Chief, Program Policy and Quality Assurance Branch  
Housing and Homelessness Division  
California Department of Social Services





April 7, 2023

Inyo County  
Anna Scott, Assistant Director  
Health and Human Services  
1360 N. Main St.  
Bishop, CA 93514

**SUBJECT:** Community Care Expansion (CCE) Preservation Program Fiscal Year (FY) 2022-23 Award Letter and Final Award Amount

Dear Assistant Director Anna Scott:

Thank you for your continued interest in the California Department of Social Services (CDSS) Community Care Expansion (CCE) Program.

The Director Certification submitted by your county indicated that your county could accept additional OSP funds and additional Capital Project (CP) funds, should they be available. The remaining program funds from the CCE Preservation FY 2021-22 for OSPs and CPs are now available to participating counties. CDSS is distributing these remaining funds consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In addition to the FY 2022-23 augmentation outlined above, Inyo County is awarded **\$3,113** in additional CP funds from the remaining FY 2021-22 appropriation. These funds were also redistributed consistent with the need-based methodology described in Section IV of the All County Welfare Directors Letter (ACWDL) dated December 14, 2022.

In total, Inyo County is awarded the following allocation(s) to administer and implement the CCE Preservation Program:

- **\$203,113** for CP funds

Funds must be used to support CCE Preservation operations as described in the [Notice of Funding Availability \(NOFA\) dated June 10, 2022](#), and the [ACWDL dated December 14, 2022](#). Funds used for the purpose of OSPs must be obligated no later than June 30, 2027 and liquidated no later than June 30, 2029. Funds used for the purposes of CPs must be obligated no later than June 30, 2024 and liquidated no later than December 31, 2026.

Following the release of this award letter, Advocates for Human Potential, Inc. (AHP) will issue a Program Funding Agreement. The Program Funding Agreement will outline expectations and responsibilities related to acceptance of the award, including incorporation of funding terms and conditions outlined in the NOFA, ACWDL, and the signed Director's Certification. The CCE Preservation Program grant award is not final, and no funding will be disbursed, until a Program Funding Agreement has been fully executed, which occurs when the Program Funding Agreement is signed by authorized representatives for both Inyo County and AHP. Prior to that time, the CDSS and AHP have the right to conduct additional due diligence to ensure fulfillment of all programmatic and fiscal requirements, including but not limited to, eligibility and award amount. Any costs incurred outside the performance period of a fully executed Program Funding Agreement may not be reimbursed.

Please contact AHP at [cce.preservation@ahpnet.com](mailto:cce.preservation@ahpnet.com) with any questions.

Sincerely,



JULIE MCQUITTY, Branch Manager  
Program Policy and Quality Assurance Branch  
Housing and Homelessness Division  
California Department of Social Services

CC:

Melissa Best Baker  
Lori Bengochia



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3843

### Life Generations Healthcare, LLC Amendment No. 1 Provision of Mental Health Services Health & Human Services - Behavioral Health ACTION REQUIRED

**ITEM SUBMITTED BY**

Lucy Vincent

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Approve Amendment No. 1 to the agreement between the County of Inyo and Life Generations Healthcare LLC of Lakeside, CA, increasing the contract to an amount not to exceed \$100,000 and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board’s approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

We have contracted with Life Generations Healthcare LLC, since October 1, 2022, as we have a need for a placement facility that accepts patients with co-occurring dementia and mental illness who require a Level 5 secure facility. Life Generations also has several Level 4 skilled nursing facilities and rehabilitation facilities in California that accept Medicare and Medi-Cal. We respectfully request approval of Amendment No. 1 to the agreement to accommodate the patient who is in need of this level of placement.

**FISCAL IMPACT:**

<b>Funding Source</b>	100% Mental Health Realignment Funds (clients may partially reimburse with SSI payments).	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5508
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this agreement. This would jeopardize the placement of a LPS conservatee.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Courts.

**ATTACHMENTS:**

1. Life Generations Healthcare Contract Amendment No. 1

**APPROVALS:**

Lucy Vincent	Created/Initiated - 6/7/2023
Darcy Ellis	Approved - 6/7/2023
Lucy Vincent	Approved - 6/8/2023
Kimball Pier	Approved - 6/13/2023
Marilyn Mann	Approved - 6/13/2023
Anna Scott	Approved - 6/16/2023
Melissa Best-Baker	Approved - 6/16/2023
John Vallejo	Approved - 6/19/2023
Amy Shepherd	Approved - 6/19/2023
Marilyn Mann	Approved - 6/19/2023
Nate Greenberg	Final Approval - 6/20/2023

**AMENDMENT NUMBER 1 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Life Generations Healthcare LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Mental Health Services dated March 31, 2023, for the term from October 1, 2022 to June 30, 2023.

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

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

County and Contractor hereby amend such Agreement as follows:

Paragraph 2 (Term) shall be amended to extend the term of the Agreement until June 30, 2024.

Paragraph 3(D) (Limit upon amount payable under Agreement) shall be amended to increase the not to exceed amount to One Hundred Thousand Dollars (\$100,000).

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER 1 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: *Lois Mastrocola* \_\_\_\_\_  
Signature

Lois Mastrocola \_\_\_\_\_  
Type or Print

Dated: 06/08/2023 \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

*Grace Chuchla* \_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*Christie Martindale* \_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney* \_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*Caron Holmberg* \_\_\_\_\_  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

---

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Life Generations Healthcare LLC (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kimball C. Pier, whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from October 1, 2022 to June 30, 2023, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifty Thousand Dollars (\$ 50,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described in Attachment A. This statement will be submitted to the County not later than the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

F. Federal and State taxes.

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

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

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

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

#### 4. **WORK SCHEDULE.**

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

#### 5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect.

B. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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



**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard, and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

**9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the

agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of ten (10) years from the termination or completion of this Agreement unless otherwise provided in Attachment A. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

#### **12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days' written notice of such intent to cancel to County.

#### **14. ASSIGNMENT.**

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

#### **15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>HHS-Behavioral Health</u>	Department
<u>1360 N. Main St., Ste. 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Life Generations Healthcare</u>	Name
<u>6 Hutton Centre Dr., Ste. 400</u>	Address
<u>Santa Ana, CA 92707</u>	City and State

**24. ENTIRE AGREEMENT.**

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

////

////

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
31st DAY OF March, 2023.

**COUNTY OF INYO**

By: [Signature]

Dated: 03/31/2023

**CONTRACTOR**

By: [Signature]  
Signature

LDS Mastrocoba  
Print or Type Name

Dated: 2-23-2023

**APPROVED AS TO FORM AND LEGALITY:**

[Signature]  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

[Signature]  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

[Signature]  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

[Signature]  
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: October 1, 2022

TO: June 30, 2023

SCOPE OF WORK

1. Contractor Is: (Check One)



An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.



A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.



An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: October 1, 2022 TO: June 30, 2023

SCOPE OF WORK

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

3. Qualifications.

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medical Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Master's degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

---

**TERM:**

**FROM:** October 1, 2022                      **TO:** June 30, 2023

**SCOPE OF WORK**

2. Every I/A must meet the following criteria:
  - i. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
  - ii. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
  - iii. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
3. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
4. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

4. Discrimination Prohibited.

Consistent with the requirements of applicable federal or state law, Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

5. Medical Records.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division. Notwithstanding paragraph 7(B.) (Terms and Conditions), working notes and test protocols used in preparation of medical records and reports remain the property of the Contractor.



**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

---

**TERM:**

**FROM:** October 1, 2022                      **TO:** June 30, 2023

**SCOPE OF WORK**

6. Inspection Rights.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

7. Confidentiality of Beneficiary Information.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

ATTACHMENT A - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: October 1, 2022

TO: June 30, 2023

SCOPE OF WORK

8. Patients' Rights.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

9. Compliance with Applicable Law.

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- (a) W&I, Divisions 5, 6, and 9;
- (b) California Code of Regulations, Title 9;
- (c) California Code of Regulations, Title 22;
- (d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.
- (e) As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

10. Financial Records and Reports.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

## **SCOPE OF SERVICES**

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443- 72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

1. Compliance with Medi-Cal Mental Health Plan (MHP) Requirements:
  - 1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.
  - 1.2. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

### **1. Goals and Outcomes**

Contractor's program shall have the following goals and objectives:

- 1.1. **Goals:**
  - 1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.
  - 1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.
  - 1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long- term care facilities or state hospitals.

- 1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.
- 1.1.5. Clients shall have reduced medication levels, as measured through medication usage as medically appropriate.
- 1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives:

- 1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning
- 1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.
- 1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.
- 1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

**2. Target Population and Geographic Area**

2.1. Target Population: Contractor shall provide the services described herein to the following target population:

- 2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.
- 2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and

treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.

2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.

2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.

2.1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

## 2.2. Service Locations and Hours of Operation

### 2.2.1. Contractor facility addresses:

- Heritage Park Nursing Center  
Address: 275 Garnet Way, Upland, CA 91786  
Phone: (909) 949-4887
- Siena Skilled Nursing & Rehab  
Address: 11600 Education Street, Auburn, CA 95603  
Phone: (530) 889-0707
- Lakeside Special Care  
Address: 11962 Woodside Avenue, Lakeside, CA 92040  
Phone: (619) 561-1222
- Bradley Court  
Address: 675 E. Bradley Avenue, El Cajon, CA 92021  
Phone: (619) 448-6633

## 3. **Requirements for Service Delivery**

- 3.1. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.
- 3.2. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.
- 3.3. Services: Contractor shall provide, operate, and maintain an IMD/STP program in accord with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.
- 3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food (see Exhibit C for payment).
- 3.5. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.
- 3.6. Contractor shall perform the following additional activities, but are not limited to:
  - 3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.
  - 3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.

3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria:

3.7.1. To be eligible for admission, a patient must be:

3.7.2. At least 18 years of age.

3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and

3.7.4. Temporarily or permanently conserved.

3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.

3.7.6. Screening/Referral Process:

3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.

3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.

3.7.7. The following patients will not be acceptable for admission:

3.7.7.1. Patients with an infectious disease for whom Contractor cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.

3.7.7.2. Any patient needing drug or alcohol detoxification.

3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.

3.7.7.4. Patients under 18 years of age.

3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis

3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.

3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.

3.7.7.8. Voluntary patients

3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days

3.7.7.10. Patients that are currently suicidal

3.7.7.11. Patients in restraints

3.7.8. Personal Considerations:

3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.

3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.

3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.

3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.

3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.

3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment



will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.

- 3.9. Discharge Criteria and Planning: The contractor shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.
- 3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.
- 3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.
- 3.12. Prior Authorization:
  - 3.12.1. Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.
  - 3.12.2. Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.
- 3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.
- 3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re- traumatizing people and will facilitate consumer participation in services.

3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:

<https://www.thinkculturalhealth.hhs.gov/clas>

3.16. Tuberculosis (TB) Testing. Tuberculosis information can be found at the following website:

[http://www.sdcounty.ca.gov/hhsa/programs/phs/tuberculosis\\_control\\_program/guidelines\\_additional\\_resources.html](http://www.sdcounty.ca.gov/hhsa/programs/phs/tuberculosis_control_program/guidelines_additional_resources.html)

Contractor shall follow TB testing guidelines for all employees and client residents.

#### **4. Data Collection and Reporting Requirements**

4.1. Quarterly status reports

#### **5. Customer Satisfaction Surveys**

Contractor shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

- All major services provided
- A survey of current customers
- A survey of former customers
- Rating of specific services offered or provided to the customer
- A provision for comments in every survey.

5.1. Contractor shall conduct the survey, compile the data and submit report findings to the County semi- annually.

5.2. Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**TERM:**

**FROM:** October 1, 2022      **TO:** June 30, 2023

**SCHEDULE OF FEES:**

Please see the attached Patch Rates. Contractor agrees to sign the HIPAA Business Associate Agreement herein attached.

## **PAYMENT PROVISIONS**

This payment provision is subject to modification with written approval of the County Contract

Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.
2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.
3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.
4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.
5. Patient Fees and Third-Party Billing:
  - 5.1. Inyo County residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for Inyo County residents based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to an Inyo County patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to Inyo County residents during the term of this Agreement. Patient fees collected from Inyo County residents shall be budgeted and utilized to offset the costs charged against this Agreement.
  - 5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP).

CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.

- 5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for Inyo County patients receiving services including, but not limited to, private insurance co- payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.
- 5.4. CONTRACTOR shall first apply any Inyo County patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of Inyo County patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.
- 5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

**RATE SCHEDULE FY 2021-2026**

Contractor payments will be reimbursed according to the following Payment Schedules:

1.1 Skilled Nursing Facility/Special Treatment Program (SNF/STP)

Item	Statement of Work Reference	Pay Point Description	Daily Bed Rate Per Client	Number of Days Per Fiscal Year (July 1 <sup>st</sup> through June 30 <sup>th</sup> )
1	5.1 through 5.2	Standard Rate	<b>Please see Exhibit A for Patch Rate Schedule</b> (Less Client Fees*)	365
2	5.4	Bed Hold for Non-Medical occasion.	Standard Rate Less Cost of Raw Food \$8.73 per day for FY21-22	Up to 7 days. Bed days in excess of 7 days must be approved in writing by the COR prior to invoicing the County.

\*Client Fees are any third-party fees received by the Contractor for the County contracted clients.

1.2 Ancillary Services - Cost Reimbursement:

Item	Statement of Work Reference	Pay Point Description	Pay Point Amount
1	5.5	This pay point is for Contractor costs related to: Transportation Costs, Client Accompaniment to Doctor's or Court Appointments, Costs to Move Clients to Contractor's facility, and other Medical/Pharmaceutical services related to the care of County contracted clients that are not reimbursed by Medi-Cal, contract expenses for specialists needed to meet Client's needs. It also includes any other expenses that need to be approved by the COR in advance on case-by-case basis based on funding availability. Contractor must request and receive written approval in advance from the COR prior to invoicing the County. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.	Rates will be negotiated and agreed upon by both parties prior to the cost being incurred

EXHIBIT A – PATCH RATE SCHEDULE FOR DAILY RATE

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	<b>Special Care Standard Rate</b> Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• LTC Treatment Services</li> <li>• Case Management Services</li> </ul>	\$275/day
LTC Patch B	<b>Special Care Additional Services Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• LTC Treatment Services</li> <li>• Case Management Services</li> </ul>	\$300/day
**LTC Indigent Rate	<b>Unfunded or Non-contracted Medi-Cal HMO</b>	A - \$450/day B - \$475/day
LTC Murcon Patch Rate	<b>Murphy Client</b>	A - \$425/day B - \$450/day

Item	Pay Point Description	Daily Rate per Client
STP Patch A	<p><b>Special Care Standard Rate</b></p> <p>Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes:</p> <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> </ul>	\$325/day
STP Patch B	<p><b>Special Care Additional Services Rate</b></p> <p>Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes:</p> <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> </ul>	\$360/day
STP Patch C	<p><b>Special Care Additional Services Intense Rate</b></p> <p>Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes Adaptive, Special, Extraordinary Needs Client/24-hours client facility that includes:</p> <ul style="list-style-type: none"> <li>• Basic Care Services</li> </ul>	\$395/day

	<ul style="list-style-type: none"> <li>• Treatment Services</li> <li>• Case Management Services</li> <li>• High acuity</li> <li>• AWOL Risk</li> <li>• Additional staffing required</li> </ul>	
**STP Indigent Rate	<b>Unfunded or Non-contracted Medi-Cal HMO</b>	A- \$475/day B- \$500/day C- \$525/day
STP Murcon Patch Rate	<b>Murphy Client</b>	A- \$475/day B- \$510/day C- \$545/day



**COUNTY OF INYO**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

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

**RECITALS**

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

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

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

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

**1. Definitions**

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

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

## 2. **Obligations of Business Associate**

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

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

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

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

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

### 3. Termination

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

### 4. Disclaimer

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

### 5. Amendment

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

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

**6. Assistance in Litigation of Administrative Proceedings**

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

**7. No Third-Party Beneficiaries**

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

**8. Effect on Contract**

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

**9. Interpretation**

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

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

**COVERED ENTITY**

County of Inyo

By: Stephanie Tanksley

Print Name: Stephanie Tanksley

Title: HHS PIQA Manager

Date: 04/04/23

**BUSINESS ASSOCIATE**

LIFE GENERATIONS HEALTHCARE LLC

By: [Signature]

Print Name: Lois Mastroianni

Title: CFO

Date: 2-23-2023

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC**  

---

**FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**FROM:** October 1, 2022                      **TO:** June 30, 2023

**STATE DEPARTMENT OF HEALTH CARE SERVICES  
DOCUMENTATION STANDARDS FOR CLIENT RECORDS (ATTACHED)**

**Inyo County Health and Human Services- Behavioral Health Division  
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage Requirements  
And Documentation Standards**

<b>Version:</b>	1.0	<b>Effective</b>	5/25/2022
-----------------	-----	------------------	-----------

**REFERENCES:**

Behavioral Health Information Notice (BHIN) No: 21-073,  
Behavioral Health Information Notice (BHIN) No: 22-019  
CA WIC section 14184.402

**DEFINITIONS:**

ICBHS – Inyo County Behavioral Health Services  
DHCS Department of Health and Social Services – State of California  
SMHS – Specialty Mental Health Services  
DMC – Drug Medi-Cal

**POLICY**

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and are thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

**Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:**

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:



Additional Coverage Requirements and Clarifications This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

COMPLIANCE: MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

**(2) SMHS Assessment Domain Requirements**

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

Domain 1: • Presenting Problem(s) • Current Mental Status • History of Presenting Problem(s) • Beneficiary-Identified Impairment(s)

Domain 2: • Trauma

Domain 3: • Behavioral Health History • Comorbidity

Domain 4: • Medical History • Current Medications • Comorbidity with Behavioral Health Domain 5: • Social and Life Circumstances • Culture/Religion/Spirituality

Domain 6: • Strengths, Risk Behaviors, and Safety Factors

Domain 7: • Clinical Summary and Recommendations • Diagnostic Impression • Medical Necessity Determination/Level of Care/Access Criteria

**(3) SMHS, DMC, and DMC-ODS Problem List**

A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.

B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

#### **(5) Treatment and Care Planning Requirements:**

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment 1 (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.

**A. Targeted Case Management (TCM):** Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.<sup>1</sup> **The TCM care plan:**

- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
- Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary's authorized health care decision maker) and others to develop those goals;
- Identifies a course of action to respond to the assessed needs of the beneficiary; and
- Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary's progress notes.

**B. Peer Support Services:** Peer support services must be based on an approved plan of care.

#### **C. Additional Treatment and Care Plan Requirements**

**(6) Telehealth Consent:** If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the provision of this

---

<sup>1</sup> For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN. Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.

and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

**IMPLEMENTATION:** Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCODS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary

**DISCIPLINARY ACTION:**

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure 7.1 Code of Conduct and Disciplinary Action

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND LIFE GENERATIONS HEALTHCARE LLC  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

---

**TERM:**

**FROM:** October 1, 2022      **TO:** June 30, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment D: 2022 Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

## Attachment D: 2022 Insurance Requirements for Professional Services

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

**Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

**Waiver of Subrogation:** Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

## Attachment D: 2022 Insurance Requirements for Professional Services

**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Special Risks or Circumstances:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.  
-end-



DEPARTMENT OF HEALTH & HUMAN SERVICES  
Centers for Medicare & Medicaid Services  
Western Division of Survey and Certification  
San Francisco Regional Office  
90 7<sup>th</sup> Street, Suite 5-300 (5W)  
San Francisco, CA 94103-6707



Refer to: WDSC

*Official Approval Document - Please read carefully and retain for your records.*

**Dated: October 27, 2014**

**CMS Certification Number: 555887**

**Lois Mastroncola, Chief Financial Officer  
GHC of Lakeside LLC dba  
Lakeside Special Care Center  
11962 Woodside Avenue  
Lakeside, California 92040**



**Dear Ms. Mastroncola:**

The Centers for Medicare and Medicaid Services (CMS) has accepted your agreement to participate as a skilled nursing facility in the Medicare program under Title XVIII of the Social Security Act. This letter and the enclosed Health Insurance Benefits Agreement verify your facility's participation in the Medicare program and should be retained in your records. This agreement is effective **June 2, 2014.**

Your facility has been issued the provider number shown above. This number should be used on all correspondence relating to certification. **AB MAC Jurisdiction E Noridian** has been authorized to serve as your Part AB Medicare Administrative Contractor (MAC). They have been notified of your Medicare participation.

This is a restricted agreement. It is issued pending approval of your facility by the Office of Civil Rights (OCR). If OCR clearance is not obtained all Medicare reimbursement since (agreement effective date) will be recouped.

Your continued participation in the Medicare program depends on your ability to achieve and maintain compliance with the Federal regulations at C.F.R. Part 482. The State survey agency or the CMS may inspect your facility on a periodic basis to determine your compliance with the Federal regulations.

In accordance with Federal regulations at 42 C.F.R. 489.18, you are advised to report any major changes in staffing, services, ownership, or other significant characteristics, which could affect your fiscal and certification status.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**GHC OF EL CAJON, LLC**

2 Business name/disregarded entity name, if different from above  
**BRADLEY COURT; BRADLEY COURT SPECIAL CARE CENTER**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**675 E. BRADLEY AVENUE**

6 City, state, and ZIP code  
**EL CAJON, CA 92021-3110**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
OR									
Employer identification number									
8	4	-	4	5	9	2	2	9	1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here    Signature of U.S. person ▶ **CK1087**    Date ▶ **10/17/2022**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

DEPARTMENT OF HEALTH & HUMAN SERVICES  
Centers for Medicare & Medicaid Services  
San Francisco Survey and Enforcement Division  
Survey Operations Group  
90 7th Street, Suite 5-300 (5W)  
San Francisco, CA 94103-6707



---

Refer to: LTC-JCC

**Sent via E-MAIL to:** [Chrissy@sternsheingroup.com](mailto:Chrissy@sternsheingroup.com)

**Official Approval Document - Please read carefully and retain for your records.**

May 25, 2021

CMS Certification Number (CCN): 555140

Lois Mastrocola, Chief Financial Officer  
c/o Charissa Palmer  
Bradley Court  
675 E Bradley Avenue  
El Cajon, CA 92021

Dear Chief Financial Officer:

Based on information forwarded by the California Department of Public Health, the Centers for Medicare & Medicaid Services (CMS) has determined that the above-named Medicare provider has undergone a change of ownership as defined in 42 C.F.R. § 489.18. According to the information available to this office, the ownership changed from **Healthcare Management Systems Inc dba The Bradley Court to GHC of El Cajon, LLC dba Bradley Court. This change of ownership is effective March 01, 2020.** Your Medicare cost-reporting year is **12/31**.

**GHC of El Cajon, LLC dba Bradley Court** entered into a provider agreement with the Secretary of Health and Human Services to participate in the Medicare Program as a Skilled Nursing Facility. Governing regulations specify that when a change of ownership occurs, the existing Medicare agreement is automatically assigned to the new owner. 42 C.F.R. § 489.18(c). The assigned agreement is subject to all applicable statutes and regulations, and is subject to the terms and conditions under which it was originally issued. This includes, but is not limited to, full compliance of the following: all applicable health and safety requirements (including life safety code provisions); full compliance with any existing plan of correction and/or credible allegation of correction/compliance; the ownership and financial interest disclosure requirements of 42 C.F.R. Subpart C; and civil rights requirements set forth in 45 C.F.R. Parts 80, 84, 90, and 42 C.F.R. § 489.18(d). Significantly, therefore, as the new owner you are fully liable for any penalties and sanctions incurred by the previous owner, as well as any Medicare overpayments, (even if such overpayments have yet to be determined). (See 42 U.S.C. § 1395g(a))

Enclosed is a Health Insurance Benefit Agreement Form CMS-1561 which CMS has countersigned.

The State survey agency and/or CMS may inspect your facility to determine your compliance with federal regulations. See 42 C.F.R. Part 488, Subpart A.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/22

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

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

<b>PRODUCER</b> James+Gable Insurance Brokers, Inc 111 N Sepulveda Blvd Ste 325 Manhattan Beach, CA 90266 License No. 0B11974	<b>CONTACT NAME:</b> Neil Plant <b>PHONE (A/C, No, Ext):</b> 310-937-2020 <b>E-MAIL ADDRESS:</b> nplant@james-gable.com	<b>FAX (A/C, No):</b>																	
	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER A :</th> <th>NAIC #</th> </tr> <tr> <td>Health Providers Insurance Reciprocal, RRG</td> <td>10080</td> </tr> <tr> <th>INSURER B :</th> <td></td> </tr> <tr> <td>Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <th>INSURER C :</th> <td></td> </tr> <tr> <td>Crum &amp; Forster Specialty Ins Co</td> <td>44520</td> </tr> <tr> <th>INSURER D :</th> <td></td> </tr> <tr> <th>INSURER E :</th> <td></td> </tr> <tr> <th>INSURER F :</th> <td></td> </tr> </table>		INSURER A :	NAIC #	Health Providers Insurance Reciprocal, RRG	10080	INSURER B :		Liberty Mutual Fire Ins Co	23035	INSURER C :		Crum & Forster Specialty Ins Co	44520	INSURER D :		INSURER E :		INSURER F :
INSURER A :	NAIC #																		
Health Providers Insurance Reciprocal, RRG	10080																		
INSURER B :																			
Liberty Mutual Fire Ins Co	23035																		
INSURER C :																			
Crum & Forster Specialty Ins Co	44520																		
INSURER D :																			
INSURER E :																			
INSURER F :																			


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			HCL-22-1214	10/01/22	10/01/23	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> CLAIMS-MADE						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						MED EXP (Any one person) \$
	<input type="checkbox"/> OTHER						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COM/OP AGG \$
							<b>POLICY AGGREGATE \$ 10,000,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL-22-1214	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 8,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	EW2-64N-445492-022	07/01/22	07/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER SIR: \$750,000
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> CYBER LIABILITY (CLAIMS-MADE)			CYB-104941	10/01/22	10/01/23	EACH CLAIM \$ 3,000,000
							AGGREGATE \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage for GHC of El Cajon, LLC dba Bradley Court

<b>CERTIFICATE HOLDER</b> GHC of El Cajon, LLC dba Bradley Court 675 Bradley Ave El Cajon, CA 92021	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/22

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

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

<b>PRODUCER</b> James+Gable Insurance Brokers, Inc 111 N Sepulveda Blvd Ste 325 Manhattan Beach, CA 90266 License No. 0B11974		<b>CONTACT NAME:</b> Neil Plant <b>PHONE (A/C, No, Ext):</b> 310-937-2020 <b>E-MAIL ADDRESS:</b> nplant@james-gable.com <b>FAX (A/C, No):</b>															
<b>INSURED</b> Life Generations Healthcare, LLC 6 Hutton Centre Drive, Suite 400 Santa Ana, CA 92707		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Health Providers Insurance Reciprocal, RRG</td> <td>10080</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER C : Crum &amp; Forster Specialty Ins Co</td> <td>44520</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Health Providers Insurance Reciprocal, RRG	10080	INSURER B : Liberty Mutual Fire Ins Co	23035	INSURER C : Crum & Forster Specialty Ins Co	44520	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Health Providers Insurance Reciprocal, RRG	10080																
INSURER B : Liberty Mutual Fire Ins Co	23035																
INSURER C : Crum & Forster Specialty Ins Co	44520																
INSURER D :																	
INSURER E :																	
INSURER F :																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			HCL-22-1214	10/01/22	10/01/23	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> CLAIMS-MADE						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:						MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ POLICY AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AL-22-1214	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 8,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EW2-64N-445492-022	07/01/22	07/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER <b>SIR: \$750,000</b>
							E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CYBER LIABILITY (CLAIMS-MADE)			CYB-104941	10/01/22	10/01/23	EACH CLAIM \$3,000,000 AGGREGATE \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage for GHC of Lakeside, LLC dba Lakeside Special Care Center

<b>CERTIFICATE HOLDER</b> GHC of Lakeside, LLC dba Lakeside Special Care Center 11962 Woodside Ave Lakeside, CA 92040		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jane Hobb</i>	
---	--	---	--

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>GHC of Lakeside, LLC</b>	
2 Business name/disregarded entity name, if different from above <b>Lakeside Special Care Center</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>11962 Woodside Avenue</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Lakeside, CA 92040</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
Employer identification number	
3 3 - 0 8 2 4 8 3 1	

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>CK1087</b>	Date ▶ <b>10/17/2022</b>
------------------	--	--------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3840

### California Department of Aging FY 2023-24 Area Plan Agreement Health & Human Services - ESAAA ACTION REQUIRED

#### ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Approve Contract No. AP-2324-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$1,560,586 for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize the HHS Director to sign the Standard Agreement (STD 213), Information Integrity and Security Statement Certification, Contractor Certification Clause, and the California Civil Rights Laws Certification.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This contract is a standard State Contract with total annual funding of \$1,560,586, which is a total decrease of \$3,788 of the base allocation from the prior year. This recognizes a decrease of \$10,693 in IIIB Supportive Services; an increase of \$2,769 in Ombudsman; a decrease of \$4,254 in Congregate Meals; an increase of \$5,407 in Home Delivered Meals; an increase of \$313 in Title IIID; an increase of \$1,115 in Title III E; an decrease of \$21 Title VII-Elder Abuse Prevention; and an increase of \$1,576 in Administrative funds. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going. Funding in the amount of \$215,304 will be allocated to Mono County to provide their services to seniors.

The State standard contract includes several changes which are summarized in the Attachment 3-Summary of Changes (SOC) FINAL. These include corrections to citations, typographical errors, updated links and clarifications.

#### FISCAL IMPACT:

<b>Funding Source</b>	State and Federal dollars	<b>Budget Unit</b>	683000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4499 and 4552
<b>Recurrence</b>	Ongoing Expenditures		
<b>Current Fiscal Year Impact</b>			

<b>Future Fiscal Year Impacts</b>
<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to ratify and approve this agreement. Failure to move forward on these requested actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Standard Agreement AP-2324-16
2. Scope of Work, etc.
3. Summary of Changes
4. Budget Display
5. General Information
6. Information Integrity and Security Statement
7. CA Civil Rights Laws Certification
8. Contractor Certification Clauses

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 6/13/2023
Darcy Ellis	Approved - 6/13/2023
Anna Scott	Approved - 6/14/2023
John Vallejo	Approved - 6/16/2023
Amy Shepherd	Approved - 6/16/2023
Marilyn Mann	Approved - 6/16/2023
Nate Greenberg	Final Approval - 6/20/2023



STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

AP-2324-16

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

7/1/2023

THROUGH END DATE

6/30/2024

3. The maximum amount of this Agreement is:

\$ 1,560,586 One million, five hundred sixty thousand, five hundred eighty-six and 00/100 dollars

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	14 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail, Payment Provisions and Closeout	11 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C*	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	32 pages
Exhibit E	Additional Provisions	15 pages

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

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

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

**CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

1360 North Main Street, Suite 201

CITY

Bishop

STATE

CA

ZIP

93514-3013

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

This page is purposefully left blank.

## ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III and Title VII Programs

1. **Caregiver Assessment** means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]
2. **Child** means an individual who is not more than eighteen (18) years of age.
3. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
4. **Eligible Service Population for Title III B and D** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
5. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site are:
    - i. Any older individual.
    - ii. The spouse of any older individual.
    - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - v. A volunteer under age sixty (60), if doing so will not deprive an older individual age sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
  - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
  - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
  - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 6. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
- 7. **Older relative caregiver** means a caregiver who --
  - a. is age 55 or older; and
  - b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
  - c. In the case of a caregiver for a child --
    - i. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
    - ii. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
    - iii. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally/
  - d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.

[OAA § 372(a)(3)]

## ARTICLE I. PROGRAM DEFINITIONS (Continued)

8. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
9. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
10. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
11. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.
12. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
13. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.
14. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
15. **One-Time-Only Funds** means:
  - a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
- 16. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
- 17. **Priority Services for Title III E** means services provided to:
  - a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
  - b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]
  - c. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
- 18. **Program Development** means activities that either establish a new service or expand or integrate existing services.
- 19. **Program Income** means revenue generated by the Contractor or the subcontractor from contract-supported activities and may include:
  - a. Voluntary contributions received from a participant or other party for services received.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
  - c. Royalties received on patents and copyrights from contract-supported activities.
  - d. Proceeds from the sale of goods created under CDA grant funds.
- 20. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

## ARTICLE I. PROGRAM DEFINITIONS (Continued)

21. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
22. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
  - a. Be open to the public. [45 CFR 1321.53(b)(3)]
  - b. Not means test. [OAA § 315(b)(3)]
  - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
  - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
23. **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
  - a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
  - b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.
24. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening.

Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

## ARTICLE I. PROGRAM DEFINITIONS (Continued)

25. **Title III D (Health Promotion Evidence Based)** means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs include programs related to the prevention and mitigation of the effects of chronic diseases (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), infectious disease, and vaccine-preventable disease, and prevention of sexually transmitted diseases. Evidence-based services also include programs focused on alcohol and substance abuse reduction, chronic pain management, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. [OAA 102 (14)(D)]
26. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
- a. Information Services
  - b. Access Assistance
  - c. Support Services
  - d. Respite Care
  - e. Supplemental Services
- [OAA 373(b)(1)(2)(3)(4)(5)]
- B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)
1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10), 711(6); Welf. & Inst. Code § 9701(b),(e)]
  2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]



3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9701(a)]
  4. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]
  5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
  6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B); 45 CFR 1324.1; Welf. & Inst. Code § 9700]
  7. **State Long-Term Care Ombudsman** hereinafter referred to as the **State Ombudsman** means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]
- C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)
- Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

ARTICLE II. SCOPE OF WORK

A. The Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
  - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
  - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
6. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).

ARTICLE II. SCOPE OF WORK (Continued)

8. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The contractor must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
14. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
  - a. Inspection of non-food preparation nutrition sites at least every other year.
  - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
  - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]

ARTICLE II. SCOPE OF WORK (Continued)

15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
18. Provide program information and assistance to the public.
19. Maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300 to 7320. The Area Plan and annual updates are due by May 1st of each year. The annual update shall be effective during the same term as this Agreement.
20. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
21. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).
22. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
23. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
24. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
25. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Contractor or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
26. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
27. Report a meal only once either as a Title III meal or a Title VI meal.
28. Title III C meals are compliant with the [Older Californians Nutrition Program Menu Guidance](#).

ARTICLE II. SCOPE OF WORK (Continued)

29. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
  30. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
  31. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i); 45 CFR 1324.19(a)(2); Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
  2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii); 45 CFR 1324.19(a)(3); Welf. & Inst. Code § 9712.5(d)]

ARTICLE II. SCOPE OF WORK (Continued)

3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii); 45 CFR 1324.19(a)(1), 1324.19(b); Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness:
  - a. Advance health care directives for residents of skilled nursing facilities [Probate Code 4675]
  - b. Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC § 1289]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c); Welf. & Inst. Code § 9716(a)].
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv); 45 CFR 1324.19(a)(4); Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v); 45 CFR 1324.19(a)(5); Welf. & Inst. Code § 9712.5(g)-(i)]

ARTICLE II. SCOPE OF WORK (Continued)

10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi); 45 CFR 1324.19(a)(6); Welf. & Inst. Code § 9726.1(a)(3)]
11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii); 45 CFR 1324.19(a)(7)]:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
  - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
  - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
  - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]
12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds, and Older Californians Act funds.
14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds, and Older Californians Act funds.

ARTICLE II. SCOPE OF WORK (Continued)

- C. The Contractor shall ensure that the Elder Abuse Prevention program shall do some or all of the following:

[OAA § 721]

1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;



ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging  
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

## ARTICLE I. FUNDS (Continued)

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Agreement until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed agreement.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer an Agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which agreements, if any, under this program shall be reduced.
  - ii. Some agreements may be reduced by a greater amount than others, and
  - iii. The State shall determine at its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]

ARTICLE I. FUNDS (Continued)

- a. The Contractor receives less than \$120,000 in federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
  1. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source.
  2. Fringe Benefits – specified for each fund source.
  3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source.
  4. Staff Training – attendance cost for necessary training, specified for each fund source.
  5. Property/Equipment - detailed descriptions and unit costs, specified for each fund source.
  6. Supplies – to include items below the \$5,000 equipment threshold, specified for each fund source.
  7. Vendor/Consultant Agreements – specified for each fund source.
  8. Food – used in delivering Congregate and Home-Delivered Meals.

## ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

9. Other – Facilities and other ordinary and necessary costs specified for each fund source.
  10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
  11. Subrecipient Contractor Services - summary costs for subcontracted programs specified for each fund source.
  12. Indirect Costs.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
  2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
  3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
  4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

## ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

## ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

- c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
  - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Title III B, III C1, III C2, and III E as well as General Funds in no specific subcategory. Federal Area Plan Administration funding may be utilized on Area Plan administration, or program activities and services, or both. General Fund Area Plan Administrative funding must be utilized on Area Plan administration.

## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. The final date to submit a budget revision containing allocation transfers is January 15 of the Agreement period unless otherwise specified by CDA.

## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the Contractor shall not transfer funds designated for programs into administration line items.
2. The Contractor shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
3. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
4. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the contract, and shall not include allocation transfers.

E. Allocation Transfers

1. The Contractor shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the Budget Display in Exhibit B. The request shall be submitted as instructed in the Area Plan Budget forms.
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
  - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified Agreement period.



## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

F. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C can be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

G. Program Development or Coordination

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration costs. During the Contract period, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See Article VI of this Exhibit for reconciliation during the closeout period.)

H. Equipment

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. To request approval for specific equipment items, requests with justifications shall be sent to [cdaequipment@aging.ca.gov](mailto:cdaequipment@aging.ca.gov). Such items must also be included in Contractor's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

- I. The Title III C nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title III C1 and Federal Title III C2.

## ARTICLE V. PAYMENTS

- A. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act.

The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

- B. Payments will be made to reimburse expenditures reported unless Contractor pre-selects an Advance method on the budget form at the time of Agreement execution.
- C. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
- D. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- E. The funding availability for July 1 through September 30 will be determined based on the final three months of the previous federal fiscal year grant period as specified in the Contractor's budget display.
- F. The funding availability for October 1 through February 28 will be determined based on the original Agreement budget display allocations until any original transfer requests are approved by Administration for Community Living.
- G. The funding availability for March 1<sup>st</sup> (or upon ACL approval whichever is the latter) through June 30<sup>th</sup>, will be based on the Contractor's final approved budget (i.e., budget submitted with the Agreement amendment, the January 15<sup>th</sup> or April 30<sup>th</sup> budget).

## ARTICLE VI. CLOSEOUT

- A. The Area Plan Financial Closeout Report, and reconciliation to Contractor's General Ledger shall be submitted annually to the CDA Local Finance Bureau. All contractors are required to submit Closeout Reports as instructed by CDA.

ARTICLE VI. CLOSEOUT (Continued)

All contractors are required to submit a Program Property Inventory Certification annually, at the time of closeouts, to [CDAEquipment@aging.ca.gov](mailto:CDAEquipment@aging.ca.gov) or as instructed by CDA.

- B. Federal funds will be reduced proportionately to maintain the required matching ratios if the Contractor fails to report sufficient match.
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
- D. Closeout reporting documents must be addressed to the CDA Local Finance Bureau.
- E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the Agreement amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from the outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous year's Agreement to the current Agreement period.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “UEI” means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older Americans Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).
21. “Recoverable cost” means the questioned cost identified from an audit.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

ARTICLE II. ASSURANCES (Continued)

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

ARTICLE II. ASSURANCES (Continued)

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
  - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
  - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]



ARTICLE II. ASSURANCES (Continued)

2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. 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 (1)(b) of this certification.
  - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
2. The Contractor must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its UEI number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE II. ASSURANCES (Continued)

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, 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, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

ARTICLE II. ASSURANCES (Continued)

6. 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.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

ARTICLE II. ASSURANCES (Continued)

- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
  - 1. The Request for Proposal (RFP) or Invitation for Bid.
  - 2. All bid proposals received.
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
  - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

ARTICLE V. SUBCONTRACTS (Continued)

- M. The Contractor shall utilize procurement procedures as follows:
1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
  2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA’s Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

ARTICLE VI. RECORDS (Continued)

- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
  - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
  - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

## ARTICLE VII. PROPERTY (Continued)

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
  2. Item description (include model number).
  3. **CDA**-issued tag number.
  4. Serial number (if applicable).
  5. Purchase cost or other basis of valuation.
  6. Fund source
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to [property@aging.ca.gov](mailto:property@aging.ca.gov). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.



ARTICLE VII. PROPERTY (Continued)

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify CDA and shall provide copies of the investigative documentation and police reports as requested by CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  1. For another CDA program providing the same or similar service.
  2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

ARTICLE VII. PROPERTY (Continued)

- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
  - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee timesheets, purchase orders, and indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
  - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
  - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
  - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
  - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
  - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements
  - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

A copy shall be submitted to the:

California Department of Aging  
Attention: Audits and Risk Management Branch  
2880 Gateway Oaks Drive, Suite 200  
Sacramento, California 95833

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
  - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
  - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review. The reconciliation must be submitted with the CDA Closeout Package.
  3. Contract Resolution of Contractor's Subrecipients  

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
  4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
  5. Contract resolution includes:
    - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.

## ARTICLE X. AUDIT REQUIREMENTS (Continued)

- b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
    - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.332 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
  6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
    - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
    - b. Records that identify adequately the source and application of funds for each federally funded activity.
    - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
    - d. Comparison of expenditures with budget amounts for each federal award.
    - e. Written procedures to implement the requirements of 2 CFR 200.305.
    - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.  
[2 CFR 200.302 and 45 CFR 75.302]
    - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
    - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
  7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
    - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30)

## ARTICLE X. AUDIT REQUIREMENTS (Continued)

- days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]
- b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
  - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
  - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
  - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
  9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
  10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
    - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.
  - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
  - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
  - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
  - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  - 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15

ARTICLE XI. INSURANCE (Continued)

4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
  - C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
  - D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
  - E. Insurance obtained through commercial carriers shall meet the following requirements:
    1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
    2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
  - F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
  - G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
  - H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.



ARTICLE XI. INSURANCE (Continued)

- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the California Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Cal. Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State’s best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

ARTICLE XII. TERMINATION (Continued)

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

ARTICLE XII. TERMINATION (Continued)

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov). You may request the Contact Report by emailing [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

## ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone

## ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
  - a. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
3. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.



ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.  
  
[22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.

[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

The Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
  - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
  - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
  - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for Older Americans Act Performance System (OAAPS).
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

## ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

15. The following closely related programs identified by CFDA number are to be considered as an “other cluster” for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization’s single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
- 93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D).
- 93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).
- 93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).
- 93.052 National Family Caregiver Support Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

[Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

16. The Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
  - a. The Contractor or any subcontractors for any Title III or Title VII-A services shall not use means tests.
  - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
  - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
  - d. Each service provider will:
    - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
    - ii. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
    - iii. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
    - iv. Establish appropriate procedures to safeguard and account for all contributions.
    - v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.
18. The Contractor shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

19. The Contractor, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
20. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
21. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
  - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
22. The Contractor shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Contractor shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
24. The Contractor shall annually assess each Title III C-1 and C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]
25. The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

  - a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
  - b. give the name of the entity, the address, and telephone number at which the supporting data is available and include a statement that, "The conclusions and opinions expressed may not be those of the



ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”

B. Assurances Specific to the Ombudsman Program

The Contractor shall assure the following:

1. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
2. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program
3. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
4. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
5. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. & Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]
6. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]
7. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
8. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

9. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712]  
[45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
10. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]
11. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
12. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
  - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
  - b. Their titles/roles within the Program.
  - c. The number of hours per week charged to the Local Ombudsman Program for each position.[45 CFR 1324.13(b),(c)]
13. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

14. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b),(c)]
15. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]
16. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]
17. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to collect required data elements on legal services provided and report in CARS.
9. Waiver of this section of the Contract may be obtained from CDA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements.  
[Welf. & Inst. Code § 9102 (a)(5)]
- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.
  1. Quarterly, the Contractor shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov)), a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

The Contractor shall submit program data reports electronically as follows:

1. Upload the OAAPS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
  2. Submit performance data reports quarterly.
  3. Submit OAAPS SPR reports annually.
- C. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.
1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
    - a. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
    - b. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. The Contractor shall review and verify all quarterly and annual OAAPS SPR data for accuracy and make necessary corrections, in accordance with CDA requirements.

D. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) with a copy to the AAA.

E. The Contractor shall have written reporting procedures specific to each program which include:

1. Collection and reporting of program data for the Contractor and Subcontractor.
2. Ensuring accuracy of all data from the Contractor and Subcontractor.
3. Verification of the Contractor and Subcontractor data prior to submission to the CDA Data Team.
4. Procedures for the Contractor and Subcontractor on correcting data errors.
5. A methodology for calculating and reporting:
  - a. Total estimated unduplicated clients in each non-registered service.
  - b. Total estimated unduplicated clients in all non-registered services.
  - c. Total estimated unduplicated clients across all registered and non-registered services.
6. A performance data monitoring process.

ARTICLE II. REPORTING PROVISIONS (Continued)

F. The Contractor shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data.

G. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention

1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.

3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

A. The Contractor may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.

Such appeal shall be filed within thirty (30) days of receipt of CDA’s notice of adverse determination.

B. Subcontractors of the Contractor may appeal the Contractor’s final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.

C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the Contractor.

D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII. of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
1. A description of how clients will be notified about the change in their service provider.
  2. A plan to communicate with other organizations that can assist in locating alternative services.
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
  4. A plan to evaluate clients in order to assure appropriate placement.
  5. A plan to transfer any confidential medical and client records to a new contractor.
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
  7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
  8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
  9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

- A. Transition of Local Ombudsman Services
1. The Contractor shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.



ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

2. The Contractor shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
  - a. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the Contractor up to one hundred eighty (180) days to transition services to a new subcontractor.
  - b. Continue the provision of mandated Ombudsman services as a direct service of the Contractor. CDA shall allow the Contractor up to one hundred eighty (180) days to transition services from the Subcontractor to the Contractor.

B. Transition Plan

1. The Contractor shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
  - a. The Contractor's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.
  - b. The Contractor's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
  - c. The Contractor's receipt of written notice of CDA's intent to terminate the Contract for Ombudsman services.
  - d. The Transition Plan shall be submitted to:

CDA OSLTCO  
2880 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833  
Attn: State Ombudsman

2. The Contractor shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
  - a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)

- b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
  3. The Transition Plan shall, at a minimum, include the following:
    - a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
    - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
    - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
    - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.
    - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
- C. The Contractor shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the Contractor's progress in carrying out all elements of the Transition Plan.
- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the State Ombudsman to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

**Program:** Area Plan  
**Contract Number:** AP-2324  
**Contract Term:** 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit A, Article I, A, 23 <b>NEW</b>	Current language does not exist	<p><b>23. To-Go Meals</b> means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.</p> <p>a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.</p> <p>b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.</p>	To define To-Go meals which are now a permanent option in the Title III C program.
Exhibit A, Article I, A, 24 <b>Renumbered</b>	<p><b>23. Title III C-2 (Home-Delivered Nutrition Services)</b> means nutrition services provided to homebound older individuals including meals, nutrition education, and nutrition risk screening.</p> <p>Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]</p>	<p><b>24. Title III C-2 (Home-Delivered Nutrition Services)</b> means nutrition services provided to <b>frail, homebound, or isolated</b> older individuals including meals, nutrition education, and nutrition risk screening.</p> <p>Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for</p>	Clarification provided by ACL that being homebound is not a requirement for C-2 eligibility.

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

Program: Area Plan  
 Contract Number: AP-2324  
 Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
		Americans. [22 CCR 7135, 22 CCR 7638.7(c)]	
Exhibit B, Article V, A	<p>A. <u>Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention</u></p> <p>The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.</p>	<p>A. <u>Title III B, III C, III D, III E, VII Ombudsman, VII-A Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act.</u></p> <p>The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.</p>	Combined with Exhibit B, Article V.B as requirements are the same and language is redundant.
Exhibit B, Article V, B	<p>B. <u>Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act.</u></p> <p>The Contractor shall submit a monthly expenditure report and a request for funds to CDA no later than the last business day of each month unless otherwise specified by CDA.</p>	Remove section	Combined with Exhibit B, Article V.A. as requirements are the same and language is redundant.

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
CDA 9008 (NEW 6/16)

Program: Area Plan  
Contract Number: AP-2324  
Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit B, Article V, C	C. Payments will be made to reimburse expenditures reported unless contractor pre-selects an Advance method on CDA 122 at the time of contract execution.	B. Payments will be made to reimburse expenditures reported unless Contractor pre-selects an Advance method on <b>the budget form</b> at the time of Agreement execution.	Removed CDA 122 form number and renumbered section.
Exhibit B, Article V, F-H	<p>F. The funding balances for July 1 through September 30 will be determined from the Contractor’s budget (CDA 122).</p> <p>G. The funding balances for October 1 through February 28 will be based on the contract budget display from the contract amendment until transfers are approved by Administration for Community Living.</p> <p>H. The funding balances for March 1<sup>st</sup> (or upon ACL approval whichever is the latter) through June 30<sup>th</sup>, will be based on the Contractor’s final budget (CDA 122) (i.e., budget submitted with the contract amendment, the January 15<sup>th</sup> or April 30<sup>th</sup> budget).</p>	<p>E. The funding <b>availability</b> for July 1 through September 30 will be determined <b>based on the final three months of the previous federal fiscal year grant period, as specified in the Contractor’s budget display</b>.</p> <p>F. The funding <b>availability</b> for October 1 through February 28 will be <b>determined</b> based on the <b>original Agreement</b> budget display <b>allocations until any original transfer requests</b> are approved by Administration for Community Living.</p> <p>G. The funding <b>availability</b> for March 1<sup>st</sup> (or upon ACL approval whichever is the latter) through June 30<sup>th</sup>, will be based on the Contractor’s final <b>approved</b> budget (i.e., budget submitted with the <b>Agreement</b> amendment, the January 15<sup>th</sup> or April 30<sup>th</sup> budget).</p>	Updated funding availability due to 3mo/9mo federal grant period splits and transfer approval processes. Removed CDA 122 form number, revised and renumbered sections.
Exhibit B, Article VI, A	A. The Area Plan Financial Closeout Report (CDA 180), and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Local Finance Bureau. All contractors are required to submit Closeout Reports as instructed by CDA.	A. The Area Plan Financial Closeout Report, <b>and reconciliation to Contractor’s General Ledger</b> shall be submitted annually to the CDA Local Finance Bureau. All contractors are required to submit Closeout Reports as instructed by CDA.	Removed form numbers, noted electronic submissions and streamlined processes to match submission of other equipment reporting processes

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

Program: Area Plan  
 Contract Number: AP-2324  
 Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
		<p>All contractors are required to submit a Program Property Inventory Certification annually, at the time of closeouts, to <a href="mailto:CDAEquipment@aging.ca.gov">CDAEquipment@aging.ca.gov</a> or as instructed by CDA.</p>	
<p>Exhibit B, Article VI, E</p>	<p>E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor the unspent funds.</p> <p>The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.</p>	<p>E. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the Agreement amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor the unspent funds.</p> <p>The payment on the invoice is due immediately upon receipt or no later than 30 calendar days from the date on the invoice.</p> <p>If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from the outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous year's Agreement to the current Agreement period.</p>	<p>To clarify CDA's ability to collect funds owed if invoices are not paid timely.</p>

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
CDA 9008 (NEW 6/16)

Program: Area Plan  
Contract Number: AP-2324  
Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article I, A, 5	5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.	5. "UEI" means the <b>Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.</b>	SAM.gov changes effective 4/4/22.
Exhibit D, Article I, A, 12	12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.	12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out <b>any</b> part of a federal award identified in this Agreement.	
Exhibit D, Article I, A, 13	13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.	13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor <b>or Subcontractor would consider to be</b> a contract, including vendor type Agreements for providing goods or services under this Agreement.	
Exhibit D, Article I, A, 18	18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)	18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)	Updated reference

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

Program: Area Plan  
 Contract Number: AP-2324  
 Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article I, A, 19	19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)	19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)	Updated reference
Exhibit D, Article I, A, 20	20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).	20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).	Updated reference
Exhibit D, Article I, A, 21	21. "Recoverable cost" means the state and federal share of the questioned cost.	21. "Recoverable cost" means the questioned cost <b>identified from an audit.</b>	CDA does not differentiate between state and federal share when determining the recoverable amount.
Exhibit D, Article II, M	M. <u>DUNS Number and Related Information</u>  1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <a href="http://www.dnb.com/duns-number.html">http://www.dnb.com/duns-number.html</a> .	M. <u>UEI Number and Related Information</u>  1. The <b>Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution</b>	SAM.gov changes effective 4/4/22.



STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

Program: Area Plan  
 Contract Number: AP-2324  
 Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	<p>2. The Contractor must register the DUNS number and maintain an “Active” status within the federal System for Award Management available online at <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a></p> <p>3. If CDA cannot access or verify “Active” status the Contractor’s DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its DUNS number, the Contractor must immediately update the information as required.</p>	<p><b>of this Agreement.</b> Business entities may register for a <b>UEI</b> number at <a href="https://sam.gov/content/duns-uei">https://sam.gov/content/duns-uei</a>.</p> <p>2. The Contractor must register the <b>UEI</b> number and maintain an “Active” status within the federal System for Award Management available online at <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a></p> <p>3. If CDA cannot access or verify “Active” status the Contractor’s <b>UEI</b> information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its <b>UEI</b> number, the Contractor must immediately update the information as required.</p>	
Exhibit D, Article V, L	L. The Contractor shall refer to 2 CFR 200.330, Subpart D – Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.	L. The Contractor shall refer to 2 CFR 200.33 <del>0</del> <sup>1</sup> , Subpart D – Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.	Updated reference

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

Program: Area Plan  
 Contract Number: AP-2324  
 Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article VI, B	B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.	B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit <b>of the July 1, 2023 through June 30, 2024 period of expenditures</b> has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit <b>and Risk Management</b> Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.	CDA audits are conducted every other year. This is to clarify that records need to be maintained until CDA Audit and Risk Management Branch has audited this specific time period.
Exhibit D, Article VI, E	E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.	E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. <b>Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.</b>	To clarify the types of source documentation needed.
Exhibit D, Article VII.E.3	3. CDA tag number	3. CDA- <b>issued</b> tag number.	Clarification that the State CDA-issued property tag number must be listed.

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

Program: Area Plan  
 Contract Number: AP-2324  
 Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article VII, F,1	<p>1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency <u>may not occur until approval is received from CDA</u>. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.</p>	<p>2. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency <u>may not occur until approval is received from CDA</u>. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to <a href="mailto:property@aging.ca.gov">property@aging.ca.gov</a>. CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.</p> <p><b>Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.</b></p>	<p>Added email address for submitting forms and clarified that prior CDA approval before disposing of equipment is mandatory.</p>

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
CDA 9008 (NEW 6/16)

Program: Area Plan  
Contract Number: AP-2324  
Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article VII, G	G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.	G. Any loss, damage, or theft of equipment shall be investigated <b>and</b> fully documented. The Contractor shall promptly notify CDA <b>and shall provide copies of investigative documentation and police reports as requested by CDA.</b>	Updated to include provision of a police report.
Exhibit D, Article X, A2	2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records.	2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to <b>accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.</b>	Clarification of types of documents required for a CDA audit.
Exhibit D, Article X, B, 1	1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.	1. The CDA Audits <b>and Risk Management</b> Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants and contract requirements.	Updated Branch name
Exhibit D, Article X, B,2,a	a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)	a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)	Updated reference
Exhibit D, Article X, B,2,c	c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)	c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)	Updated reference

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CONTRACT SUMMARY OF CHANGES**  
 CDA 9008 (NEW 6/16)

Program: Area Plan  
 Contract Number: AP-2324  
 Contract Term: 7/1/2023 – 6/30/2024

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article X, C, 1,a	California Department of Aging Attention: Audits Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, California 95833	California Department of Aging Attention: Audits <b>and Risk Management</b> Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, California 95833	Updated Branch name
Exhibit D, Article XI, A, 3	3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:	3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115- <b>G</b> which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:	Supersedes 115-F
Exhibit E, Article I, A, 24	24. The Contractor shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]	The Contractor shall annually assess each Title III <b>C-1 and C-2</b> client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]	To clarify that the requirement for nutrition risk assessment using the Determine checklist is required for both C-1 and C-2. Source: PM 13-08.

**AREA PLAN BUDGET DISPLAY**  
**Exhibit B- BUDGET DISPLAY**  
**Fiscal Year 2023-24 (Federal Fiscal Years 2023 & 2024)**  
**County of Inyo**  
**12 months (July 1, 2023 - June 30, 2024)**

Page 1 of 1

Program	Fund Type	Project Number	Baseline	Adjustments	Transfers	OTO	Updated Total	Net Change
<b>Supportive Services</b>	Federal Title IIIB	3BSL	89,350	0	0	0	89,350	0
<b>Ombudsman</b>	Federal Title IIIB	3BOL	22,851	0	0	0	22,851	0
<b>Ombudsman</b>	Federal Title VIIa	7OFL	40,282	0	0	0	40,282	0
<b>Ombudsman</b>	General Fund IIIB	B1GL	63,776	0	0	0	63,776	0
<b>Ombudsman</b>	General Fund IIIB- Augmentation	B1GL	45,627	0	0	0	45,627	0
<b>Ombudsman</b>	Public Health L & C Program Fund	LCPF	3,510	0	0	0	3,510	0
<b>Ombudsman</b>	State Health Facilities Citation Penalties Account	SDFL	1,235	0	0	0	1,235	0
<b>Ombudsman</b>	General Fund	SNFL	16,672	0	0	0	16,672	0
<b>Ombudsman</b>	<b>Total Ombudsman</b>		<b>193,953</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>193,953</b>	<b>0</b>
<b>Congregate Nutrition</b>	Federal Title IIIC1	3C1L	114,619	0	0	0	114,619	0
<b>Congregate Nutrition</b>	General Fund C1	C1GL	118,578	0	0	0	118,578	0
<b>Congregate Nutrition</b>	NSIP C1	NC1L	14,905	0	0	0	14,905	0
<b>Congregate Nutrition</b>	<b>Total Congregate Nutrition</b>		<b>248,102</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>248,102</b>	<b>0</b>
<b>Home-Delivered Meals</b>	Federal Title IIIC2	3C2L	105,750	0	0	0	105,750	0
<b>Home-Delivered Meals</b>	General Fund C2	C2GL	707,528	0	0	0	707,528	0
<b>Home-Delivered Meals</b>	NSIP C2	NC2L	25,831	0	0	0	25,831	0
<b>Home-Delivered Meals</b>	<b>Total Home Delivered Meals</b>		<b>839,109</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>839,109</b>	<b>0</b>
<b>Disease Prevention</b>	Federal Title IIID	3DFL	3,117	0	0	0	3,117	0
<b>Family Caregiver</b>	Federal Title IIIE	3EFL	20,876	0	0	0	20,876	0
<b>Elder Abuse Prevention</b>	Federal Title VII	7EFL	569	0	0	0	569	0
<b>Administration</b>	<b>Administration</b>	<b>APAD</b>	<b>65,510</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>65,510</b>	<b>0</b>
<b>Administration- Informational</b>	Federal Title IIIB	APAD	17,867	0	0	0	17,867	0
<b>Administration- Informational</b>	Federal Title IIIC1	APAD	20,547	0	0	0	20,547	0
<b>Administration- Informational</b>	Federal Title IIIC2	APAD	18,956	0	0	0	18,956	0
<b>Administration- Informational</b>	Federal Title IIIE	APAD	8,140	0	0	0	8,140	0
<b>Administration</b>	General Fund Baseline Administration	APGA	100,000	0	0	0	100,000	0
<b>Funding Summary</b>	<b>Federal Funds</b>		<b>503,660</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>503,660</b>	<b>0</b>
<b>Funding Summary</b>	<b>General Fund</b>		<b>1,052,181</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,052,181</b>	<b>0</b>
<b>Funding Summary</b>	<b>Public Health L &amp; C Program Fund</b>		<b>3,510</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,510</b>	<b>0</b>
<b>Funding Summary</b>	<b>State Health Facilities Citation Penalties Account</b>		<b>1,235</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,235</b>	<b>0</b>
<b>All Funds</b>	<b>Grand Total - All Funds</b>		<b>1,560,586</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,560,586</b>	<b>0</b>

**Maximum amount available for July-September (Federal Funds Only)**

Fund Type	Program	Administration	TOTAL
Title IIIB		4,467	26,805
Title IIIB Ombudsman		0	5,713
Title III C1		5,157	33,926
Title III C2		5,497	36,165
NSIP C1		0	3,725
NSIP C2		0	6,455
Title IIID		0	779
Title IIIE		2,035	7,254
Title VII Ombudsman		0	10,030
Title VII Elder Abuse Prevention		0	137

**State General Fund available for transfer between C1 and C2 General Fund**

Maximum amount allowed to be transferred from General Fund C1 to General Fund C2	110,570
Maximum amount allowed to be transferred from General Fund C2 to General Fund C1	697,317

**The maximum amount allowed to be transferred from Administration to Title IIIE is:**

**8,140**

**The maximum amount allowed to be expended for NSIP through April 2024 is:**

**33,097**

**The minimum General Fund to be expended for State Match in Title III is:**

**18,219**

CFDA NUMBER	Year	Award #	Award Name
93.041	2023	2301CAOAEA-01	Older American Act Title VII- Elder Abuse Prevention
93.042	2023	2301CAOAOA-01	Older American Act Title VII- Ombudsman
93.043	2023	2301CAOAPH-01	Older American Act Title III- Preventive Health
93.044	2023	2301CAOASS-01	Older American Act Title III- Supportive Services
93.045	2023	2301CAOACM-01	Older American Act Title III- Congregate Meals
93.045	2023	2301CAOAH-01	Older American Act Title III- Home-Delivered Meals
93.052	2023	2301CAOAF-01	Older American Act Title III- Family Caregivers
93.053	2023	2301CAOANS-01	Older American Act Nutrition Services Incentive Program

State Funds must be expended by 6/30/24 and final expenditures reported in closeout by 7/31/24.

Federal Funds must be reported in closeout by 7/31/24. Once closeouts are processed, CDA will determine the amount that can be carried over into next year's contract.

Transfers based on the original contract are due with the submission of the AP 2324 Original Budget and final transfers are due by 1/15/24.

The minimum General Fund State Match in Cell H61 does not take into account other program income that may increase that amount of minimum match required.

**EXHIBIT A, Attachment 1  
 General Information**

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number AP-2324-16.
2. The services shall be performed in Planning and Service Area(s): 16.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: County of Inyo
Name: Andrew Sachs, Chief Local Finance Officer Fiscal Management Branch	Name: Marilyn Mann, Director
Phone: (916) 931-1936	Phone: (760) 878-0232
Email: finance@aging.ca.gov	Email: mmann@inyocounty.us

Direct only contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Inyo
Section/Unit: Subvention Agreements	Section/Unit:
Attention: Sheila Gardner, Contract Analyst	Attention: Melissa Best-Baker
Address: 2880 Gateway Oaks Drive, #200 Sacramento, CA 95833	Address: 1360 North Main Street, Suite 201 Bishop, CA, 93514-3013
Phone: (916) 898-9383	Phone: (760) 873-3305
Email: Sheila.Gardner@aging.ca.gov	Email: mbestbaker@inyocounty.us

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.



**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.



STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

---

Contractor/Vendor Printed Name and Title

---

Contractor/Vendor Signature

---

Date

---

CDA Program/Project

---

Contract Number

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
 CDA 9026 (NEW 04/2018)



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

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
Area Plan (AP)	Financial Alignment (FA)
HICAP (HI)	MIPPA (MI)
MSSP (MS)	SNAP-Ed (SP)
Title V (TV)	

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

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

## CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3864

### Modernizing Older Californians Act Nutrition Services Health & Human Services - ESAAA ACTION REQUIRED

#### ITEM SUBMITTED BY

Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Approve the standard agreement with the California Department of Aging in the amount of \$572,754 for the period beginning July 1, 2023 through March 31, 2029 and authorize the HHS Director to sign the standard agreement, the Information Integrity and Security Statement, the Civil Rights Certification, and the Contract Certification form.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Older Americans Act (OAA) of 1965 was designed to alleviate poverty and to help millions of aging Americans meet the goal of aging in place. This act established the foundation of senior services for Americans nationwide. The Older Californians Act (OCA) of 1980, established the California Department of Aging (CDA) as the single agency responsible for administering the OAA within California and defined the duties and functions of the CDA as well as the California's 33 Area Agencies on Aging (AAA). The legislature amended the OCA in 1996 by establishing new programs and making structural changes to service delivery, including establishing state-funded programs and services; defining roles of AAA's, Commission on Aging, Senior Legislature, and Advisory Councils; established specific targeting and formulas for allocations of base administrative funding of AAA's; transferred contractual and administrative responsibilities of the Long Term Care (LTC) Ombudsman and Health Insurance Counseling and Advocacy Program from CDA to the AAA's; and established the following OAA programs: Access, Nutrition, Supportive Services, Legal Services, Health Promotion/Disease Prevention, Caregiver Support Services, LTC Ombudsman, and Senior Community Employment Program. The legislation also established additional community-based services that were not included in the OAA funding but, instead, were funded through State General Fund and/or Medi-Cal. These programs include:

- Alzheimer's Day Care Resource Center
- Brown Bag program
- Foster Grandparent Program
- Linkages
- Respite
- Senior Companion
- Multi-purpose Senior Services Program

Locally, Planning Service Area (PSA) 16, currently known as the Eastern Sierra Area Agency on Aging, provided some of these additional community-based services including Alzheimer's Day Care Resource and Linkages when PSA 16 was known as the Inyo Mono Area Agency on Aging. Funding for these services began to be reduced in the early part of the 2000's and in approximately 2009, funding for PSA 16's Linkages and Alzheimer's Day Care program was eliminated, resulting in a loss of these services in Inyo and Mono counties.

The Governor's Master Plan on Aging was released in January 2021 and identified 5 goals and 23 strategies in recognition of California's changing demographics and increasing numbers of persons aged 65 and older who are expected to outnumber children under the age of 18 for the first time in history by 2030. The Plan recognizes the need for easy access to a strong network of aging and disability services to support growing older at home and in communities. One initiative is Modernizing the Older California Act by renewing the state's investment in critical nutrition and support services for our aging population.

The Modernizing OCA nutrition services funding, which our PSA is eligible to receive through March 2029, provides ESAAA funding that can be used for infrastructure, Brown Bag programming, groceries, intergenerational activities, and/or additional investment in congregate or home-delivered meals. HHS met with the ESAAA Advisory Council on June 14, 2023 to receive input and interest was expressed in both groceries and intergenerational activities. Given that the amount available is less than \$100,000 per year to serve 2 counties, identifying a strategy that maximizes the impact will be critical. The Department is working with our Mono County Contractor to identify the best strategy for using this funding and it is likely that groceries, which will help support food security issues for our seniors, will be a primary focus. The Council has recommended that your Board approve this agreement and has instructed the two counties to identify the funding focus that will best serve the needs of seniors across the AAA.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded (California Department of Aging)	<b>Budget Unit</b>	683000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4452
<b>Recurrence</b>	Multi-year grant		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to accept these funds and Inyo and Mono counties would not be able to implement the identified nutrition services.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Standard Agreement NM-2324-16
2. Scope of Work, etc.
3. Budget Displays
4. Information Integrity and Security Statement
5. General Information



- 6. CA Civil Rights Laws Certification
- 7. Contractor Certification Clauses

**APPROVALS:**

Marilyn Mann	Created/Initiated - 6/15/2023
Darcy Ellis	Approved - 6/15/2023
Marilyn Mann	Approved - 6/15/2023
Melissa Best-Baker	Approved - 6/15/2023
Noam Shendar	Approved - 6/20/2023
John Vallejo	Approved - 6/20/2023
Amy Shepherd	Approved - 6/20/2023
Marilyn Mann	Approved - 6/20/2023
Nate Greenberg	Final Approval - 6/21/2023

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

NM-2324-16

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

7/1/2023

THROUGH END DATE

3/31/2029

3. The maximum amount of this Agreement is:

\$ 572,754 Five hundred seventy-two thousand, seven hundred fifty-four and 00/100 dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	14 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	7 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	32 pages

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

1360 North Main Street, Suite 201

CITY

Bishop

STATE

CA

ZIP

93514-3013

PRINTED NAME OF PERSON SIGNING

Marilyn Mann

TITLE

HHS Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Brown Bag

1. “Brown Bag” means a program that provides both surplus and donated edible fruits, vegetables, and other unsold food products to older individuals with low income.
2. “Eligible Participant” means an older adult 60 years of age and older with income at or below 185% of the Federal Poverty Level.
3. “Low Income” means income below 185% of the Federal Poverty Level.

B. Definitions Specific to Groceries

1. “Groceries” means assistance to Older Americans Act (OAA) participants in the form of food items.

C. Definitions Specific to Intergenerational Activities

1. “Adult” means an individual between eighteen (18) years and sixty (60) years old.
2. “Child” means an individual under eighteen (18) years old.
3. “Eligible Population” means older individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 California Code of Regulations (CCR) 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site shall include the following:
    - i. Any older individual.
    - ii. The spouse of any older individual
    - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

## ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Individuals eligible to receive a home-delivered meal are individuals who are:
  - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
  - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
  - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
4. “Intergenerational Activities” means efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and also strengthen older adults’ recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.
5. “Older Californians Nutrition Program” means the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services.
6. “Title III C-1 (Congregate Nutrition Services)” means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria:  
[22 CCR 7638.7(a)]
  - a. Be open to the public. [45 CFR 1321.53(b)(3)]
  - b. Not means test. [OAA § 315(b)(3)]
  - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
  - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
7. “Title III C-2 (Home-Delivered Nutrition Services)” means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22 CCR 7135, 22 CCR 7638.7(c)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

D. Definitions Specific to Nutrition Infrastructure

1. “Nutrition Infrastructure” means the capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP meals.
2. “Older Californians Nutrition Program” means the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services

E. Definitions Specific to Title III C-1 and C-2 Meals (includes To-Go and Restaurant Option Meals)

1. “Eligible Population” means older individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
  - a. Individuals eligible to receive a meal at a congregate nutrition site shall include the following:
    - i. Any older individual.
    - ii. The spouse of any older individual
    - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
  - b. Individuals eligible to receive a home-delivered meal are individuals who are:
    - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
    - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
    - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound

## ARTICLE I. PROGRAM DEFINITIONS (Continued)

older individual who participates in the program.

2. “Older Californians Nutrition Programs” means the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services.
3. “Restaurant Option (RO)” means an Older Californians Nutrition Program meal option providing older adults with vouchers for meals at licensed foodservice establishments such as restaurants, cafes, food trucks, and grocery stores with hot and/or cold meals. AAAs and/or nutrition providers contract with foodservice establishments to provide meals.
4. “Restaurant Voucher” means paper or electronic system that Title III C-1 participants exchange for meals at designated restaurants.
5. “Title III C-1 (Congregate Nutrition Services)” means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
  - a. Be open to the public. [45 CFR 1321.53(b)(3)]
  - b. Not means test. [OAA § 315(b)(3)]
  - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
  - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
6. “Title III C-2 (Home-Delivered Nutrition Services)” means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22 CCR 7135, 22 CCR 7638.7(c)].
7. “To-Go Meals” means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
  - a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

ARTICLE II. SCOPE OF WORK

A. Specific to Brown Bag

- 1. The Contractor shall:
  - a. Use funds to provide both surplus and donated edible fruits, vegetables, and other unsold food products to low-income older adults on a regular basis.
  - b. Comply with the California Retail Food Code (CRFC).
  - c. Obtain surplus food products for distribution in two ways:
    - i. Food gleaned by volunteers and/or
    - ii. Food donated by farmers, growers, food manufacturers, retail food stores, etc.
  - d. Utilize volunteers and/or staff to glean, collect, sort, transport, and deliver food.
  - e. Operate at least one Brown Bag food distribution site and establish a schedule to maintain distribution of food on a regular basis.
  - f. Utilize an enrollment application to enroll new Brown Bag program participants.
  - g. Have procedures to protect the confidentiality and privacy of client information.
  - h. Surplus produce may be bruised, too ripe, etc. and is not considered of resale quality, yet is still safe for consumption. Surplus processed foods may result from manufacturer over runs, excess inventories, or items close to “best by” date or expiration date.
  - i. Provide a variety of produce and other food products with nutritional value to supplement the diets of older individuals. Such foods include:
    - i. Fresh or frozen fruits and vegetables
    - ii. Breads, cereals, rice, beans, and pasta products
    - iii. Processed foods such as frozen entrees, and canned mixed dishes
  - j. The frequent distribution of dessert type items such as pastries, cookies, and cakes should be avoided.
- 2. The Contractor shall not:
  - a. Solicit voluntary contributions because services are provided to individuals at or below 185% of the Federal Poverty Level.
  - b. Charge fees are for the distribution or receipt of the food, regardless of delivery method.

ARTICLE II. SCOPE OF WORK (Continued)

B. Specific to Groceries

1. The Contractor shall:

- a. Use funds to provide groceries to OAA participants. Potential scenarios include:
  - i. Clients living in rural areas with limited access to grocery stores.
  - ii. During emergencies when meals may not be available or clients unable to obtain other food.
  - iii. Clients with dietary restrictions that prevent them from consuming majority of OCNP meals.
  - iv. Provide liquid nutrition supplements (e.g., Ensure, Boost, etc.) to clients at high risk for malnutrition as determined by physician or Registered Dietitian.
- b. Provide groceries that may be delivered to participants or picked up by participants at a designated site, such as a congregate meal site.
- c. Evaluate the availability of similar services in the community to avoid duplication of services. Similar services include but are not limited to food bank services, Brown Bag program, and Commodity Supplemental Food Program.
- d. Evaluate clients prior to grocery services for:
  - i. ability to store and prepare meals from groceries provided.
  - ii. use of other federal food assistance programs to ensure there is not duplication of services.
- e. Provide groceries consisting of food items only. There are no requirements for the amount or types of food offered as groceries. Groceries should be appropriate for the older adult population, such as produce, whole grains products, low fat dairy products, lean proteins, and lower sodium products.
- f. Gift cards for groceries are not allowable and may not be used.

C. Specific to Intergenerational Activities

1. The Contractor shall:

- a. Provide meals in accordance with the OAA and California Code of Regulations (CCR).
- b. Promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code.



## ARTICLE II. SCOPE OF WORK (Continued)

- c. Conduct services and activities that support the goal to provide more meals to more older adults and/or the goal to pursue and conduct intergenerational activities for the purpose of connecting older adults with children/adults in conjunction with the OCNP. Examples of intergenerational activities include, but are not limited, the following:
  - i. Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children.
  - ii. Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational meal programs.
  - iii. Planning, development, or implementation of intergenerational cooking demonstrations or classes.
  - iv. Planning, development, or implementation of shared garden site and intergenerational gardening activities.
  - v. Virtual or in-person intergenerational social activities related to the C-1 or C-2 program.
  - vi. Virtual or in-person adult lunch companion for C-2 participants.
- d. Use funding to provide meals for participants and activities that support intergenerational connections, however, funding may not supplant funds that would otherwise be available for other nutrition programs.

D. Specific to Nutrition Infrastructure

1. The Contractor shall:
  - a. Use funds for nutrition infrastructure only in FY 23/24 (term to spend funds: 7/1/23 – 3/31/26).
  - b. Use funds for nutrition infrastructure only for OCNP service providers.
  - c. Use funds for capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP congregate or home-delivered meals, including but not limited to:
    - i. Production-scale commercial kitchens. Examples include commercial grade equipment such as ovens, stoves, steamers, and mixers.
    - ii. Warming, refrigeration, or freezer capacity and equipment. Examples include refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables.
    - iii. Food delivery vehicles. Examples include cars/trucks/vans, and temperature-controlled vehicles.

ARTICLE II. SCOPE OF WORK (Continued)

- iv. Improvements and equipment to expand capacity for providers of meals. Examples include:
    - a) Food/meal packing equipment, dishwashers, 3-compartment sinks, prep tables, steam tables, and salad bars.
    - b) Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair of damaged wall surfaces in areas where food is prepared, packaged, stored, served, or areas where kitchenware are washed and stored. Examples include installing new floor coverings or painting kitchen walls. Note: AAAs must verify flooring or painting is not covered under a building lease prior to requesting use of infrastructure funding for this purpose and the AAA must maintain documentation in case of monitoring or audit.
    - c) Energy efficient light fixtures in kitchen or congregate meal service areas.
    - d) Installation costs (labor/materials) for allowable improvements and equipment.
    - e) Furniture, including table and chairs, for congregate meal service areas.
  - v. Technological infrastructure to support the OCNP. Examples include:
    - a) Software. Examples include software for menu planning, meal tracking, surveying clients, C-2 initial/annual assessments and quarterly eligibility reassessments, and monitoring client health outcomes.
    - b) Hardware. Examples include tablets to support C-2 staff for home assessments or to support C-1 staff for the virtual group interaction component for C-1 To-Go meals; mobile phones to support C-2 drivers for meal delivery. Other examples include computing devices, workstations, servers, laptops, and notebook computers.
2. The Contractor shall not:
- a. Use funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.

ARTICLE II. SCOPE OF WORK (Continued)

3. The Contractor shall submit the following information to CDA prior to purchasing:
  - a. A list of all planned equipment expenditures, including the item, cost, and the entity and the site receiving funding.
  - b. Completion of Equipment Request form for all planned capital expenditures that are not included on the Title IIIC Capital Expenditure Approved List, including all vehicles and technological or data system infrastructure expenses.
  - c. For all planned repairs or replacement of damaged and/or deteriorated flooring and/or repair of damaged wall surfaces, include a description of the project, the entity and site, estimated costs, and verification that flooring and/or painting is not covered under a building lease.
4. The Contractor shall track equipment purchased by the AAAs and their subcontractors on the CDA 9024 form.

E. Specific to Title III C-1 and C-2 Meals (includes To-Go and Restaurant Option Meals)

1. General requirements for Title III C-1 and C-2 meals:
  - a. The Contractor shall:
    - i. Provide meals in accordance with the OAA and California Code of Regulations (CCR).
    - ii. Provide meals that follow the current Dietary Guidelines for Americans (DGA) and provide one-third of the Dietary Reference Intakes (DRI) in each meal as documented in Older Californians Nutrition Program.
    - iii. Meet food safety and sanitation standards as required by the California Retail Food Code.
    - iv. Quarterly monitor food facilities for safe food handling and sanitation practices.
2. Requirements for Title III C-1 To-Go Meals:
  - a. The Contractor shall meet the following criteria for Title III C-1 To-Go Meals:
    - i. For C-1 To-Go meals that are consumed onsite:
      - a) At least a portion of the meal is consumed in a congregate setting. Congregate settings include indoors (restaurants, grocery stores, etc.) or outdoors (parks, picnics, food trucks, festivals, events, tailgate parties, etc.).

ARTICLE II. SCOPE OF WORK (Continued)

- ii. For C-1 To-Go meals that are consumed offsite:
  - a) Meal is picked up by the client (or representative) or delivered to the client.
  - b) In-person or virtual interaction is included with the meal. Examples include:
    - 1) In-person group dining at a congregate site such as a restaurant, park, food truck, etc.)
    - 2) In-person, one-on-one interaction during the meal with program volunteer.
    - 3) Virtual group interaction scheduled by the nutrition provider such as nutrition education, virtual museum or travel tours, or group chat on virtual platforms such as GoogleMeet, Zoom, FaceTime, or similar applications that offer live interaction with participants.
    - 4) Virtual one-on-one interaction during the meal arranged by the nutrition provider via telephone or virtual platform (Zoom, FaceTime, etc.).
  - c) The sign-in procedure includes confirmation that the client intends to participate in the virtual group interaction. The meal is considered a C-1 meal if the client confirms their intent to join the virtual activity. The meal is considered a C-2 meal if the client does not confirm their intent to join the virtual activity.
  - d) The service provider is responsible for tracking confirmation of planned attendance; however, the provider is not responsible for verifying the client attends the virtual activity.
- 3. Requirements for Title III C-2 To-Go Meals:
  - a. The Contractor shall:
    - i. Meet the following criteria for Title III C-2 To-Go Meals:
      - a) Meal is picked up by client (or client's agent) or delivered by the provider to the client.
      - b) Meal is consumed off-site (i.e., not in a congregate setting).

## ARTICLE II. SCOPE OF WORK (Continued)

- c) Participation in in-person or virtual interaction with the meal is declined or is not available.
  - ii. Complete initial assessments for all new C-2 clients within 2 weeks of the start of service.
    - a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.
  - iii. Complete quarterly eligibility reassessments for all C-2 clients.
    - a) The CCR 7638.3(a)(4) requirement for quarterly eligibility reassessments to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.
  - iv. Establish a wait list and a prioritization policy as per CCR 7638.3(c) if unable to serve all eligible individuals.
- 4. Requirements for Restaurant Option Meals:
  - a. The Contractor shall:
    - i. Provide meal services through either model:
      - a) Designated mealtime; program staff or volunteer present.
      - b) Unrestricted mealtime; program staff/volunteer not present.
    - ii. Provide eligible clients with vouchers (paper or electronic) to be exchanged for meals at designated restaurants.
    - iii. Provide clients with the opportunity to voluntarily contribute toward the cost of the service either on-site if program staff/volunteer is present or by mailing a monthly/quarterly voluntary contribution letter to clients if program staff/volunteer is not present during mealtime.

ARTICLE II. SCOPE OF WORK (Continued)

- b. Procurement:
  - i. Small contracts (under \$100,000 in the aggregate) do not require a competitive process as per CCR 7352(g): *In the case of small contracts, not over \$100,000 in the aggregate, an AAA need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase.*
  - ii. Contracts over \$100,000 in the aggregate for any RO entity must follow a competitive process as outlined in CCR 7352.
- c. Pre-Award Review:
  - i. For AAA small contracts (under \$100,000 in the aggregate) to a for-profit RO entity:
    - a) The AAA submits the following to [CDANutritionandHealthPromotion@aging.ca.gov](mailto:CDANutritionandHealthPromotion@aging.ca.gov) for review and approval:
      - 1) Documentation that the aggregate value of the contract with any given RO entity is less than \$100,000.
      - 2) Completed CDA 2000 Conflict of Interest Disclosure Form that discloses whether a potential or actual conflict of interest exists.
      - 3) Copies of the price or rate quotations received from qualified sources.
    - b) CDA will provide a determination letter within 15 days of receipt of all required documentation confirming that the AAA has satisfied the requirements of a noncompetitive award to a for-profit RO entity or will provide detail as to the requirement(s) that have not been met.
    - c) The AAA must maintain all documentation on file that supports a noncompetitive award to a for-profit RO entity, as well as CDA's determination letter.
  - ii. For AAA contracts over \$100,000 in the aggregate for any RO entity:
    - a) Follow requirements in CCR 7362 Pre-Award Review.

ARTICLE II. SCOPE OF WORK (Continued)

- iii. For service provider contracts to a for-profit RO entity:
  - a) Contracts under \$100,000:
    - The AAA would follow their internal process to make the determination for approval or denial of the award.
  - b) Contracts over \$100,000:
    - The AAA would evaluate that the requirements for an open and competitive process (CCR 7352) were followed.
    - The AAA would then follow their internal process to make the determination for approval or denial of the service provider's award to a for-profit RO entity.

III. REPORTING REQUIREMENTS/DELIVERABLES

A. Specific to Brown Bag

- 1. The Contractor shall report the following information quarterly as "Brown Bag" in CDA's Online Data Reporting Tool (ODRT):
  - a. Service units (one service unit is one bag of groceries provided to eligible individual).
  - b. Unduplicated client count.

B. Specific to Groceries

- 1. The Contractor shall report the following information quarterly as "Material Aid - Groceries" in CDA's Online Data Reporting Tool (ODRT).
  - a. Service units (one service unit is one grocery delivery, regardless of number of bags provided).
  - b. Estimated unduplicated client count.
- 2. Groceries and liquid nutrition supplements (e.g., Ensure, Boost, etc.) cannot be counted toward Title IIIC meal counts or NSIP meal counts.

III. REPORTING REQUIREMENTS/DELIVERABLES (Continued)

C. Specific to Intergenerational Activities

1. The Contractor shall report the following information quarterly in CDA's Online Data Reporting Tool (ODRT).
  - a. The service units (meals) and estimated unduplicated client count for OCNP clients.
  - b. The service units (meals) and estimated participant count for participants under age 60.
  - c. The service units (intergenerational activities) and estimated unduplicated client count for OCNP clients.
  - d. The service units (intergenerational activities) and estimated participant count for participants under age 60.
  - e. A quarterly narrative report describing intergenerational activities, demographics of participants of intergenerational activities, and successes and challenges with intergenerational activities.

D. Specific to Nutrition Infrastructure

1. The Contractor shall track equipment purchased by the AAAs and their subcontractors on the CDA 9024 form.

E. Specific to Title III C-1 and C-2 Meals (includes To-Go and Restaurant Option Meals)

1. The Contractor shall report the following information quarterly in CDA's Online Data Reporting Tool (ODRT):
  - a. Title III C-1: To-Go meals that include in-person or virtual interaction with the meal:
    - 1) Report as C-1 meals and unduplicated C-1 clients.
  - b. Title III C-2: To-Go meals that are consumed offsite without in-person or virtual interaction during the meal:
    - 1) Report as C-2 meals and unduplicated C-2 clients.



## ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Exhibit B.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State: Mileage/Per Diem (meals and incidentals)/Lodging  
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements.

No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.

## ARTICLE I. FUNDS (Continued)

2. Financial Management Systems: The Contractor shall meet the following standards for its financial management systems:
  - a. Financial Reporting.
  - b. Accounting Records.
  - c. Complete Disclosure.
  - d. Source Documentation.
  - e. Internal Control.
  - f. Budgetary Control.
  - g. Cash Management (written procedures).
  - h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State through the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Agreement until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed Agreement.

## ARTICLE I. FUNDS (Continued)

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer an Agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which agreements, if any, under this program shall be reduced.
  - ii. Some agreements may be reduced by a greater amount than others, and
  - iii. The State shall determine at its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

## ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as part of Exhibit B.
- B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:
  1. Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.
  2. Fringe Benefits
  3. Contractual costs – subcontract and consultant cost detail

## ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. Indirect costs - costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost.
5. Rent
6. Supplies
7. Equipment/Property - detailed descriptions and total costs.
8. In-State Travel - mileage reimbursement rate, lodging, per diem and other costs.
9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
10. Training.
11. Other Costs - a detailed list of other operating expenses.

## ARTICLE III. PROGRAM SPECIFIC FUNDS

- A. Program Income  
No Program Income is required under the terms and conditions of this Agreement.
- B. One-Time-Only (OTO) Funds  
No One-Time-Only funding is associated with the terms and conditions of this Agreement.
- C. Matching Contributions  
No match is required under the terms and conditions of this Agreement.
- D. Administration  
Contractor Administration shall be no more than ten percent (10%) of the total program allocation.
- E. Equipment  
Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. To request approval for specific equipment items, requests with justifications shall be sent to [cdaequipment@aging.ca.gov](mailto:cdaequipment@aging.ca.gov). Such items must also be included in Contractor's approved budgets. Please note an approved budget is not approval for equipment purchase.

## ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

F. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]. Indirect costs shall not exceed ten percent (10%) of the Contractor's MTDC per funding category.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The original Agreement budget is due electronically to the Contractor's CDA Local Finance Analyst no later than thirty (30) days from the date of the transmission of the Budget Display and Agreement.
- B. The final date to submit a revised budget shall be no later than sixty (60) days prior to the end of the Agreement period unless otherwise specified by CDA.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Exhibit B above.
- D. Funds made available under this agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.

## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

E. Categorical Budget Transfers

The Contractor may transfer Agreement funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total Budget.
2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such record shall include the date, amount, and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records of the Contractor.

## ARTICLE V. PAYMENTS

The State shall reimburse Contractor with Brown Bag, Groceries, Intergenerational Activities, and Nutrition Infrastructure funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.
- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. Contractors shall request CDA if they wish to be on a reimbursement or advanced payment.
  1. If Contractor requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the Agreement. Payments shall be based on monthly expenditure reports as outlined in this section.
  2. If Contractor requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the Agreement. Future payments shall be based on monthly expenditure reports as outlined in this section.

## ARTICLE V. PAYMENTS (Continued)

- D. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- E. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.
- F. Contractor shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
  - 1. Expedite Fees
    - a. If the Agreement is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
    - b. If the Agreement is executed late due to CDA's handling, then CDA shall cover the incurred processing fees.
- G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

## ARTICLE VI. CLOSEOUT

- A. Separate Financial Closeout Reports for Brown Bag, Groceries, Intergenerational Activities, and Nutrition Infrastructure funding and the Program Property Inventory Certification (CDA 9024) shall be submitted when either the total Agreement allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.
- B. Final expenditures must be reported to CDA in accordance with the Budget Display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the Agreement amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

## ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “UEI” means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.



## ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older Americans Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. “Recoverable cost” means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>.

## ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

6. Program memos and other guidance issued by CDA.

## ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. **Equal Access to Federally Funded Benefits, Programs and Activities**  
The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
2. **Equal Access to State-Funded Benefits, Programs and Activities**  
The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
3. **California Civil Rights Laws**  
The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>.

## ARTICLE II. ASSURANCES (Continued)

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination based on disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

## ARTICLE II. ASSURANCES (Continued)

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
  - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
  - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except when permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

## ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. 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 (1)(b) of this certification.
  - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.

## ARTICLE II. ASSURANCES (Continued)

3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
2. The Contractor must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in

## ARTICLE II. ASSURANCES (Continued)

the Contractor's data entry for its UEI number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, 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, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

## ARTICLE II. ASSURANCES (Continued)

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
  5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
  6. 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.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

## ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

## ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

## ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final, and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of,



## ARTICLE V. SUBCONTRACTS (Continued)

access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.

- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
  - 1. The Request for Proposal (RFP) or Invitation for Bid.
  - 2. All bid proposals received.
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
  - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

## ARTICLE V. SUBCONTRACTS (Continued)

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
  - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
  - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

## ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this

## ARTICLE VI. RECORDS (Continued)

Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

## ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
  - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

## ARTICLE VII. PROPERTY (Continued)

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

## ARTICLE VII. PROPERTY (Continued)

## F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.
2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

## ARTICLE VII. PROPERTY (Continued)

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. For another CDA program providing the same or similar service.
  - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

## ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

## ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

## ARTICLE IX. MONITORING AND EVALUATION (Continued)

- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

## ARTICLE X. AUDIT REQUIREMENTS

## A. General

- 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
- 4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

## B. CDA Fiscal and Compliance Audits

- 1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
  - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
  - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
  - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
  - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
  - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)
  
- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)
  1. Contractor Single Audit Reporting Requirements
    - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging  
Attention: Audits Branch  
2880 Gateway Oaks Drive, Suite 200  
Sacramento, California 95833
    - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor’s report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
    - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report’s “Schedule of Expenditures of Federal Awards” (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
    - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.



## ARTICLE X. AUDIT REQUIREMENTS (Continued)

2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
3. **Contract Resolution of Contractor's Subrecipients**  
The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
  - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
  - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
  - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
  - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
  - b. Records that identify adequately the source and application of funds for each federally funded activity.
  - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

## ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. Comparison of expenditures with budget amounts for each federal award.
  - e. Written procedures to implement the requirements of 2 CFR 200.305.
  - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]
  - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
  - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
  - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
  - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
  - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all

## ARTICLE X. AUDIT REQUIREMENTS (Continued)

audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
  - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
    - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
    - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.  
[2 CFR 200.425]

## ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.

## ARTICLE XI. INSURANCE (Continued)

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
  - G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
  - H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
  - I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

## ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

## ARTICLE XII. TERMINATION (Continued)

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II.J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

## ARTICLE XII. TERMINATION (Continued)

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include

## ARTICLE XII. TERMINATION (Continued)

the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

### G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

## ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

## ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

## ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

## ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).



## ARTICLE XVI. NOTICES (Continued)

- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

## ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov). You may request the Contact Report by emailing [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).

## ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

## ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

## ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

## ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

## ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to

## ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client specific.

2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

## ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor’s determination of “reasonable steps” and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

## ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

## ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

4. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]
5. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services when determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

State of California California Department of Aging		Award #: NM-2324-16 Date: 7/1/2023 Page 1 of 1			
<b>Exhibit B, Attachment 1 - Budget Display</b>					
<b>MODERNIZING OLDER CALIFORNIANS ACT</b>					
<b>Budget Display</b>					
<b>County of Inyo</b>					
<b>NUTRITION - YEAR TWO</b>					
<b>July 1, 2023 through March 31, 2026</b>					
Program	Fund Type	Project Number	Allocation	Adjustment	TOTAL
Modernizing Older Californians Act	General Fund	Various - See Below	\$86,907	\$0	\$86,907
				<b>Total Year Two</b>	<b>\$86,907</b>
<b>Notes</b>					
AAAs can utilize up to 10% of the funding for Administration. Expenditures must be reported in closeout by April 30, 2026.					
<b>NUTRITION - YEAR THREE</b>					
<b>July 1, 2024 through March 31, 2027</b>					
Program	Fund Type	Project Number	Allocation	Adjustment	TOTAL
Modernizing Older Californians Act	General Fund	Various - See Below	\$161,949	\$0	\$161,949
				<b>Total Year Three</b>	<b>\$161,949</b>
<b>Notes</b>					
AAAs can utilize up to 10% of the funding for Administration. Expenditures must be reported in closeout by April 30, 2027.					
<b>NUTRITION - YEAR FOUR</b>					
<b>July 1, 2025 through March 31, 2028</b>					
Program	Fund Type	Project Number	Allocation	Adjustment	TOTAL
Modernizing Older Californians Act	General Fund	Various - See Below	\$161,949	\$0	\$161,949
				<b>Total Year Four</b>	<b>\$161,949</b>
<b>Notes</b>					
AAAs can utilize up to 10% of the funding for Administration. Expenditures must be reported in closeout by April 30, 2028.					
<b>NUTRITION - YEAR FIVE</b>					
<b>July 1, 2026 through March 31, 2029</b>					
Program	Fund Type	Project Number	Allocation	Adjustment	TOTAL
Modernizing Older Californians Act	General Fund	Various - See Below	\$161,949	\$0	\$161,949
				<b>Total Year Five</b>	<b>\$161,949</b>
<b>Notes</b>					
AAAs can utilize up to 10% of the funding for Administration. Expenditures must be reported in closeout by April 30, 2029.					

<b>Program: Year Two</b>	<b>Project: Year Two</b>
Nutrition Infrastructure	MNIL23
Brown Bag	BRBL23
Groceries	NGRL23
Intergenerational Activities	IGAL23
Title III C-1 and C-2 Meals	C12M23

<b>Program: Year Three</b>	<b>Project: Year Three</b>
Brown Bag	BRBL24
Groceries	NGRL24
Intergenerational Activities	IGAL24
Title III C-1 and C-2 Meals	C12M24

<b>Program: Year Four</b>	<b>Project: Year Four</b>
Brown Bag	BRBL25
Groceries	NGRL25
Intergenerational Activities	IGAL25
Title III C-1 and C-2 Meals	C12M25





**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

---

Contractor/Vendor Printed Name and Title

---

Contractor/Vendor Signature

---

Date

---

CDA Program/Project

---

Contract Number

**EXHIBIT A, Attachment 1  
 General Information**

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described in Agreement number NM-2324-16.
2. The services shall be performed in Planning and Service Area(s): 16.
3. The services shall be provided as needed.
4. The project representatives during the term of this Agreement will be:

State Agency: California Department of Aging	Contractor: County of Inyo
Name: Lana Reynolds, Chief Nutrition and Wellness Bureau	Name: Marilyn Mann, Director, Contracts Representative
Phone: (916) 419-7553	Phone: (760) 878-0232
Email: CDANutritionandHealthPromotion@aging.ca.gov	Email: mmann@inyocounty.us

Direct only contract inquiries to:

State Agency: California Department of Aging	Contractor: County of Inyo
Section/Unit: Subvention Agreements	Section/Unit:
Attention: Lana Reynolds	Attention: Melissa Best-Baker
Address: 2880 Gateway Oaks Drive, #200 Sacramento, CA 95833	Address: 1360 North Main Street, Suite 201 Bishop, CA, 93514-3013
Phone: (916) 419-7553	Phone: (760) 873-3305
Email: CDANutritionandHealthPromotion@aging.ca.gov	Email: mbestbaker@inyocounty.us

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this Agreement.

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
 CDA 9026 (NEW 04/2018)



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

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
Area Plan (AP)	Financial Alignment (FA)
HICAP (HI)	MIPPA (MI)
MSSP (MS)	SNAP-Ed (SP)
Title V (TV)	

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

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

## CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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





# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3810

### Modernizing Older Californians Act Supportive Services Health & Human Services - ESAAA ACTION REQUIRED

**ITEM SUBMITTED BY**

Marilyn Mann, HHS Director

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Ratify and approve the standard agreement with the California Department of Aging in the amount of \$229,544 for the period beginning January 1, 2023 through March 31, 2026 and authorize the HHS Director to sign the standard agreement, the Information Integrity and Security Statement, the Civil Rights Certification, and the Contract Certification form.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The legislature amended the OCA in 1996 by establishing new programs and making structural changes to service delivery, including establishing state-funded programs and services; defining roles of AAA's, Commission on Aging, Senior Legislature, and Advisory Councils; established specific targeting and formulas for allocations of base administrative funding of AAA's; transferred contractual and administrative responsibilities of the Long Term Care (LTC) Ombudsman and Health Insurance Counseling and Advocacy Program from CDA to the AAA's; and established the following OAA programs: Access, Nutrition, Supportive Services, Legal Services, Health Promotion/Disease Prevention, Caregiver Support Services, LTC Ombudsman, and Senior Community Employment Program. The legislation also established additional community-based services that were not included in the OAA funding but, instead were funded through State General Fund and/or Medi-Cal. These programs included: Alzheimer's Day Care Resource Center Brown Bag program Foster Grandparent Program Linkages Respite Senior Companion Multi-purpose Senior Services Program Locally, Planning Service Area (PSA) 16, currently known as the Eastern Sierra Area Agency on Aging, provided some of these additional community-based services including Alzheimer's Day Care Resource and Linkages when PSA 16 was known as the Inyo Mono Area Agency on Aging. Funding for these services began to be reduced in the early part of the 2000's and in approximately 2009, funding for PSA 16's Linkages and Alzheimer's Day Care program was eliminated resulting in a loss of these services in Inyo and Mono counties.

The Governor's Master Plan on Aging was released in January 2021 and identified 5 goals and 23 strategies in recognition of California's changing demographics and increasing numbers of persons aged 65 and older who are expected to outnumber children under the age of 18 for the first time in history by 2030. The Plan recognizes the need for easy access to a strong network of aging and disability services to support growing older at home and in communities. One initiative is Modernizing the Older California Act by renewing the state's investment in critical nutrition and support services for our aging population.

The Modernizing OCA Supportive services funding, which our PSA is eligible to receive through March 2026, provides ESAAA funding that can be used for services such as caregiver respite, Linkages, Senior Companion, Alzheimer's Day Care Resource Centers, Aging in Place funding, Senior Volunteer Program, Caregiver Support, or Foster Grandparent programming. HHS met with the ESAAA Advisory Council on June 14, 2023 to receive input and interest was expressed in areas of medical support not directly identified in the funding but could be met through some case management services, as well as funding to support either an Alzheimer's Day Care Resource Center or Aging in Place program options such as purchasing individualized supports like durable medical equipment. Given that the amount available is less than \$80,000 per year to serve 2 counties, identifying a strategy that maximizes the impact will be critical. The Department is working with our Mono County Contractor to identify the best strategy for using this funding. The Council has recommended that your Board approve this agreement and has instructed the two counties to identify the funding focus that will best serve the needs of seniors across the AAA.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded (California Department of Aging)	<b>Budget Unit</b>	683000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4552
<b>Recurrence</b>	Multi-year grant		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to accept these funds and Inyo and Mono counties would not be able to implement the identified supportive services.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Standard Agreement OM-2223-16
2. Scope of Work, etc.
3. Budget Display
4. Project Representatives
5. Contractor Certification Clauses
6. Information Integrity and Security Statement
7. CA Civil Rights Laws Certification

**APPROVALS:**

Marilyn Mann	Created/Initiated - 6/13/2023
Darcy Ellis	Approved - 6/13/2023
Marilyn Mann	Approved - 6/15/2023
Melissa Best-Baker	Approved - 6/15/2023
Noam Shendar	Approved - 6/20/2023
John Vallejo	Approved - 6/20/2023
Amy Shepherd	Approved - 6/20/2023
Marilyn Mann	Approved - 6/20/2023

Nate Greenberg

Final Approval - 6/21/2023

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

OM-2223-16

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

1/1/2023

THROUGH END DATE

3/31/2026

3. The maximum amount of this Agreement is:

\$ 229,544 Two hundred twenty-nine thousand five hundred forty-four and 00/100 dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	16 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	7 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	38 pages

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

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

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

**CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS  
1360 North Main Street, Suite 201CITY  
BishopSTATE  
CAZIP  
93514-  
3013PRINTED NAME OF PERSON SIGNING  
Marilyn MannTITLE  
HHS Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS  
2880 Gateway Oaks Dr., Suite 200CITY  
SacramentoSTATE  
CAZIP  
95833PRINTED NAME OF PERSON SIGNING  
Nate GillenTITLE  
Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

## ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Aging in Place

1. **Aging in Place** means a new concept that can result in less injury, retaining older adults in their homes and offers a significant cost savings to health care insurers, families, and public agencies. Services include but are not limited to case management, education, referral services, assessment, home modification equipment, injury prevention information, assessment and equipment, durable medical equipment, and the authorization of coordinated services to enable an eligible individual to continue aging in place within the home.
2. **Eligible Service Population** means individuals who are sixty (60) years of age and older or 18 years of age or older with a disability as defined by the Americans with Disabilities Act (ADA); and requires assistance and supplemental supports to older adults to remain in their homes and communities as they age, rather than relocating or moving into an institutional setting.
3. **Target Population** means Older Adults aged 60 and older who are not receiving institutionalized care and are instead aging in the home with the support and supplemental services.
4. **Home Modifications** means modifications made to homes that are necessary to facilitate the ability of older individuals and persons with disabilities to continue aging in place within the home.

B. Definitions Specific to Alzheimer's Day Care Resource Centers (ADCRC)

1. **California Welfare and Institutions Code, Division 8.5, Chapter 7.5 (the Mello-Granlund Older Californians Act [AB 2800, Statutes of 1996])**, is the enabling legislation for Alzheimer's Day Care Resource Centers.
2. **Alzheimer's Day Care Resource Center (ADCRC)** means a program that provides access to specialized day care resource centers for individuals with Alzheimer's disease and other dementia-related disorders and supports to their families and caregivers, as defined in California Welfare and Institutions Code section 9542. Furthermore, families and caregivers are afforded respite opportunities from their caregiving responsibilities while the client engages in activities provided by the Day Care Resource Centers.
3. **Eligible Service Population** means individuals with Alzheimer's disease or other dementia-related disorders or diagnosis, particularly those clients in the moderate to severe stages. There is no age, financial, or other qualifying eligibility requirements for the participating population.
4. **Client** means an individual with Alzheimer's disease or a disease of a related type, whose care needs and behavioral disorders may make it difficult for the individual to participate in existing care programs.

## ARTICLE I. PROGRAM DEFINITIONS (Continued)

5. **Other Dementia-related Disorders** means irreversible brain disorders that result in dementia like symptoms. This shall include, but is not limited to, vascular dementia and Lewy body dementia with effects such as Parkinson's disease.
6. **"Care Needs" or "Behavioral Problems"** means the manifestation of symptoms that may include, but are not limited to, memory loss, aphasia (communication disorder), becoming lost or disoriented, confusion and agitation, hallucinations with the potential for combativeness, and incontinence.
7. **Support Groups** means support and training for caregivers conducted in a group setting and in conjunction with other caregiver activities, no less than twelve times per year by staff associated with the ADCRC or in arrangement with other support group providers in the local community.
8. **Volunteers** means unpaid ADCRC staff who have been trained by the ADCRC site staff to provide services and assistance to clients onsite, within the ADCRC.

C. Definitions Specific to Caregiver Support for people with Dementia/Alzheimer's

1. **Aging and Disability Resource Center (ADRC)** means an ADRC program operated by an Area Agency on Aging (AAA) and an Independent Living Center (ILC) which provides all the following:
  - a. Enhanced information and referral services and other assistance at hours that are convenient for the public.
  - b. Options counseling concerning available Long Term Support Service programs and public and private benefits programs.
  - c. Short-term service coordination.
  - d. Transition services from hospitals to home and from skilled nursing facilities to the community.
2. **Family Caregiver** means an adult (i.e., a person 18 years of age or older) within the meaning of Section 302(3) of the Older Americans Act who provides in-home and community care assistance to someone who is 60 years of age or older or to an individual of any age with Alzheimer's disease or a dementia-related diagnosis with neurological and organic brain dysfunction
3. **Family and Caregiver Support Program** means a two-year expansion pilot with an emerging or designated ADRC. The program will provide screening, family support, purchase of supplemental services, and case management to serve family caregivers.

4. **Caregiver Resource Centers (CRC)** means one of the facilities among the network of 11 regional resources centers throughout California that offer supportive services to family and informal/unpaid caregivers pursuant to California Welfare & Institutions Code section 9156 et seq.
5. **Dementia/Alzheimer's** means a neurological diagnosis that includes loss of memory, language, problem-solving and other thinking abilities that are severe enough to interfere with daily life. (See, e.g., <https://www.alz.org/alzheimers-dementia/what-is-dementia>)
6. **Dementia Care Specialist** means a specialist who provides individualized consultation, staff training, co-facilitates community educational workshops, and connects families to existing community resources. This includes referral to other services and programs with dementia expertise.
7. **Case Management** As appropriate, ongoing care or case management to frail elderly and functionally impaired adults to help prevent or delay placement in nursing facilities.

D. Definitions Specific to Foster Grandparent Program (FGP)

5. **Foster Grandparent Program** means a program which provides personally meaningful volunteer community service opportunities to low-income older individuals through mentoring children with exceptional physical, developmental, or behavioral needs. (See Cal. Welfare and Institutions Code section 9544).
6. **Client** means older adults aged 60 years or older providing volunteer services; and/or refers to the child being served by the Foster Grandparent volunteer through the FGP.
7. **Foster Grandparent Volunteer** means an individual who is 60 years of age or older, is low-income within the meaning of California Welfare & Institutions Code section 9544, subd. (b), and provides foster grandparent services at least four hours a day, five days per week. Furthermore, "Foster Grandparent Volunteer" refers to the person who is paid a stipend for the volunteer services provided.
8. **Eligible Service Population** means individuals who are 60 years of age or older and have insufficient income.
9. **Program Requirements** means the Foster Grandparent Program requirements as stated in California Welfare and Institutions Code section 9544.
10. **Stipend** means a payment to the Foster Grandparent Volunteer to enable them to serve without cost to themselves. The amount of the stipend is set by the Corporation for National and Community Service (CNCS) in accordance with federal law and the current FY appropriation. 45 CFR 2551.12(s), 83 FR 64636.

E. Definitions Specific to Linkages

1. **Linkages Program** means a care and case management which provides services to frail elderly and functionally impaired adults, with priority for enrollment given to low-income individuals, to help prevent or delay placement in nursing facilities, per WIC section 9545.
2. **Eligible Service Population** means an adult 18 or older with functional impairments, not currently receiving duplicative care management services and at risk of institutionalization. They must live in an area served by the Linkages Program and be willing to participate. There are no income criteria.
3. **At Risk** means an individual that meets at least one of the following conditions:
  - a. Impairment with completing one or more areas of Activities of Daily Living (ADL); or
  - b. Impairment with completing two or more Instrumental Activities of Daily Living (IADL); or
  - c. Be unable to manage his/her own affairs due to emotional and/or cognitive impairment; or
  - d. Be impaired by virtue of a significant event or circumstance that has occurred within the past 12 months.
4. **Care or "Case Management"** means all the following:
  - a. As appropriate, ongoing care or case management to frail older adults, and adults with functional disabilities/impairments to help prevent or delay premature placement in nursing facilities.
  - b. Client assessment, in conjunction with the development of a service plan with the client and other appropriate persons, to provide for needs identified by the assessment.
  - c. Authorization and arrangement for the purchase of services, or referral, with follow-up, to volunteer, informal, or third-party payer services. Contractors shall maximize, to the fullest extent possible, the use of existing services resources before using program funds to purchase services for clients. Any benefits received as a result of these purchases either shall not be considered income for purposes of programs provided for under Division 9 of the California Welfare and Institutions Code (commencing with section 10000) or shall not be considered an alternative resource pursuant to California Welfare and Institutions Code section 12301.
  - d. Service and client monitoring to determine that the services obtained are appropriate to need, of acceptable quality, and provided in a timely manner.



- e. Follow-up with clients, including periodic contact and initiation of an interim assessment, if deemed necessary, prior to scheduled reassessment.
  - f. Assistance to older adult clients entering or returning home from nursing facilities and who need help to make the transition.
  - g. Comprehensive and timely information, when necessary, to clients and their families about the availability of community resources, to assist functionally impaired adults and the fragile older adults to maintain the maximum independence permitted by their functional ability.
  - h. Short-term specialized assistance, including one-time-only assistance in securing community resources, counseling, and the arrangement of an action plan, when there is a temporary, probable threat to the ability of the frail older adult or functionally impaired adult to remain in the most independent living arrangement permitted by his or her functional ability.
5. **Care planning** means the process of developing an agreement between the client and care manager regarding identified client needs, outcomes to be achieved, and services to be pursued in support of goal achievement. It provides a focus for the needs identified in the functional assessment; it organizes the delivery system to the client; and it helps to assure that the service being delivered is appropriate to the need.
  6. **Care Manager** means a person who must possess a bachelor's degree in social work or a related field or possess a Registered Nurse (R.N.) license and have a minimum of one year of experience in a health or social services specialty.
  7. **Responsible Party** means a person acting on behalf of a client.
- F. Definitions Specific to Caregiver Respite Service
1. **Respite Program** means a program that will provide temporary or periodic services for frail elderly or functionally impaired adults to relieve persons who are providing care or recruitment and screening of providers and matching respite providers to clients.
  2. **Caregiver Respite Home Chore** means a Respite Care service that includes an appropriately skilled provider or volunteer assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.
  3. **Caregiver Respite Homemaker Assistance** means a Respite Care service that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider or volunteer.

4. **Caregiver Respite In-Home Supervision** means a Respite Care service that includes the provision of care receiver day and/or overnight supervision and friendly visiting by an appropriately skilled provider or volunteer in order to prevent wandering and health or safety incidents.
5. **Caregiver Respite In-Home Personal Care** means a Respite Care service that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.
6. **Caregiver Respite Out-of-Home Day Care** means a Respite Care service where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes assistance with social and recreational activities.
7. **Caregiver Respite Out-of-Home Overnight Care** means a Respite Care service where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.

G. Definitions Specific to Senior Companion Program (SCP)

1. **Senior Companion Program** means a program which provides personally meaningful volunteer community service opportunities to low-income older individuals for the benefit of adults who need assistance in their daily living within the meaning of California Welfare and Institutions Code section 9547
2. **Client** means the senior, adult, or child being served by the Senior Companion Volunteer.
3. **Senior Companion Volunteer** means an individual who is 60 years of age or older, has an insufficient income (as understood within the meaning of California Welfare and Institutions Code section 9547), and provides senior companion services at least four hours a day, five days per week. Senior Companion Volunteer refers to the person who is paid a stipend for volunteer services provided.
4. **Program Requirements** means the program requirements for direct service contractors (Senior Companion Volunteers) as understood in California Welfare and Institutions Code section 9547. Eligibility is limited to those individuals who are not eligible for public benefit programs such as In-Home Supportive Services (IHSS).
5. **Stipend** means a payment to the Senior Companion Volunteer to enable them to serve without cost to themselves. The amount of the stipend is set by the Corporation for National and Community Service (CNCS) in accordance with federal law and the current FY appropriation. 45 CFR 2551.12(s), 83 FR 64636.

**H. Definitions Specific to Senior Volunteer Development and Coordination**

1. **Senior Volunteer Development and Coordination** means the development, coordination, and implementation of programs that enable older adults to engage in volunteerism opportunities.
2. **Senior Volunteer Programs** means compensation received by beneficiaries who are 60 years of age or older, for volunteer services performed under the Retired Senior Volunteer program, the Foster Grandparents program or the Older Americans Community Service program of the National Older Americans Act, shall be exempt in accordance with sections 10725 and 14124.5, Welfare and Institutions Code. Reference: Sections 14005.4 and 14005.7, Welfare and Institutions Code.
3. **Eligible Service Population** means individuals who are 60 years of age or older and interested in engaging in volunteerism opportunities.
4. **Volunteer Coordination Services** means services being provided to address challenges faced by older adults who wish to participate in volunteer programs. The volunteer coordinator will also serve to help older adults maximize the benefits available under the respective senior volunteer programs. The volunteer coordination program could be operated directly by the AAA or contracted out to an existing or new agency within the community.

**ARTICLE II. SCOPE OF WORK - Aging in Place**

- A. The Contractor shall maintain the following responsibilities applicable to the Aging in Place program:
  1. Funding services which enable eligible individuals to continue aging in place within the home. Equipment, materials and services for this program shall include, but not be limited to the following:
    - a. Durable medical equipment including grab bars, nonskid surfaces, shower chairs, raised toilet seats, bedside commodes, and transfer benches.
    - b. Indoor and outdoor handrails.
    - c. Reconfiguration of furniture and other elements of the physical home environment to reduce fall or trip hazards.
    - d. Case management.
    - e. Education.
    - f. Referral services.
    - g. Assessment.
    - h. Injury prevention information.
    - i. Coordinated care services to enable an eligible individual to continue aging in place within the home.
  2. The Contractor shall provide services to the Eligible Service Population.

3. Contractor shall establish service standards that ensure eligible clients under this contract are identified, and that the activities and services provided assist them in living safely within their residences.

The standards shall include, but not be limited to a service planning process that is target-population based and includes both of the following:

- a. An initial assessment determination that demonstrates the need for services and supports.
- b. Plans for services including outreach, design of injury prevention services, coordination, and access to activities, services, and supports.

## ARTICLE II. SCOPE OF WORK - **Alzheimer's Day Care Resource Centers**

A. The ADCRCs shall maintain the following responsibilities:

1. Services to meet the special care needs of, and address the behavioral problems of, Clients.
2. Provide adequate and appropriate staffing to meet the nursing, psychosocial, and recreational needs of Clients.
3. Provide physical facilities that include the safeguards necessary to protect the Clients' safety.
4. Provide a program for assisting individuals who cannot afford the entire cost of the ADCRC program. This may include, but not be limited to, utilizing additional funding sources to provide supplemental aid, and allowing family members to participate as volunteers at the applicant's facility.
5. Utilize and provide adequate training to Volunteers for program and service delivery.
6. Maintain family and caregiver support groups.
7. Focus on Clients in the moderate to severe ranges of Alzheimer's disease or other dementia-related disorders or diagnosis.
8. Provide or arrange for a noon meal for Clients.
9. Serve as model centers available to other service providers for onsite training in the care of older adult clients with Alzheimer's disease or other dementia-related disorders or diagnosis.
10. Maintain a systemic means of capturing and reporting all required community-based services and ADCRC program data.

- B. To the extent possible and within their resources, ADCRC's are encouraged to also:
  - 1. Contract with local educational programs, such as nursing and gerontology programs, to provide onsite training to students.
  - 2. Provide counseling services and referrals to other resources to assist Clients and their family members.
  - 3. Involve the center in community outreach activities and provide educational and informational materials to the community.

**ARTICLE II. SCOPE OF WORK - Caregiver Support for People with Dementia/Alzheimer's**

- A. Contractor participation in the Caregiver Support for People with Dementia/Alzheimer's program shall maintain the following responsibilities:
  - 1. Establish a two-year Family and Caregiver Support Program expansion pilot with an emerging and/or designated Aging and Disability Resource Connection Center (ADRC).
  - 2. Utilize funding to provide dementia care specialist positions at an emerging and/or designated Aging and Disability Resource Center that Contractor partners with.
  - 3. Provide screening, family support, purchase of supplemental services, case management to serve those 60 years of age or older, or an individual of any age with Alzheimer's disease or a dementia-related diagnosis with neurological and organic brain dysfunction as well as assisting in the development of dementia friendly communities through outreach events and professional consultations.
  - 4. Utilize funding to assist individuals to purchase services and goods related to the care of someone with Alzheimer's disease or other dementia-related disorders or diagnosis. Funding would be available to provide respite care, adult day care, or housing assistance, depending on the person's need for services.
  - 5. Limit eligibility to those individuals who are not eligible for public benefit programs such as IHSS.

**ARTICLE II. SCOPE OF WORK - Foster Grandparent Program**

- A. Contractor shall maintain the following responsibilities applicable to the FGP:
  - 1. Ensure Foster Grandparent Volunteers meet the Eligible Service Population requirements.
  - 2. Recruit, select, train, and assign staff and Foster Grandparent Volunteers.

3. Provide meaningful Foster Grandparent Volunteer service opportunities to low-income individuals 60 years of age and older.
  4. Prioritize serving children under 21 years of age who has special needs or who are deprived of normal relationships with adults. (See California Welfare & Institutions Code section 9544 (c) (6).)
  5. Provide Foster Grandparent Volunteers with the same benefits, transportation, stipends (45 CFR § 2552.43), and income exemptions as provided to the foster grandparent volunteers funded through the Corporation for National Service. The contractor is responsible for tracking and maintaining awareness of any changes to the benefits.
  6. Provide or arrange for meals, transportation, and supervision for Foster Grandparent Volunteers.
- B. Contractor shall ensure Foster Grandparent Volunteers receive 20 hours of pre-service orientation training prior to starting assignment. Monthly in-service training is required thereafter. In-service training should be provided throughout participation of the Foster Grandparent Program and should include topics that are relevant to Foster Grandparent Volunteer program including but not limited to mentorship, cultural competency and inclusivity.
- C. Pursuant to California Welfare & Institutions Code section 9544 (c) (7), Contractor shall provide services to persons including, but not limited to any of the following:
1. Premature and failure-to-thrive babies, or abused, neglected, or chronically ill children in hospitals.
  2. Children with Autism, children with cerebral palsy or children with developmental disabilities who reside in institutional settings.
  3. Disadvantaged children in school or childcare settings.
  4. Children or adolescents in correctional institutions.
- D. Contractor shall provide Foster Grandparent Volunteers with the following benefits (*California Welfare and Institutions Code section 9544(d)*):
1. A tax-exempt stipend
  2. One free meal or meal reimbursement for each day of service
  3. Reimbursement for transportation expenses to and from their homes and the place where they render their services (this includes reimbursing for bus fees or other transportation methods as applicable).

4. Supplemental accident, personal liability and excess automobile insurance coverage.
5. An annual physical examination.
6. Personal recognition for the Foster Grandparent Volunteer's efforts and accomplishments.

## ARTICLE II. SCOPE OF WORK - **Linkages**

- A. Contractor shall maintain the following responsibilities applicable to the Linkages Program:
  1. Care and Case Management Processes
    - a. Initial Phone Call
    - b. Intake/Screen
    - c. Enrollment Process
  2. Assessments
    - a. Risk Assessment
    - b. Conducting Assessment
    - c. Assessment Summary
    - d. Reassessment
    - e. Reassessment Summary
    - f. Summary of Inquiry/Enrollment and Assessment/Reassessment Documentation
  3. Care Planning
    - a. Documentation in the Client Chart for Referred and Purchased Services
    - b. Service Arrangement
  4. Monitoring and Follow-up
  5. Confidential client file records shall include, but not be limited to the following documents:
    - a. Inquiry Form
    - b. Intake/Screen Form
    - c. Care Management Application and Informed Consent Form
    - d. Authorization to Release Records
    - e. Initial Assessment
    - f. Needs Assessment (ADL/IADL Functional Grid)
    - g. Assessment Summary
    - h. Reassessment

- i. Cognitive Assessment (as indicated: with clinical justification documented) (See Section 5.B. Assessment for information.)
- j. Reassessment Summary
- k. Care Plans
- l. Client Progress Notes and other client-related information (e.g., correspondence, medical/psychological/social records)
- m. Termination Notice
- n. Release of client information

- B. Contractor shall follow Linkages reporting requirements as listed in Article III. Reporting Requirements under this Agreement.

## ARTICLE II. SCOPE OF WORK - **Caregiver Respite Service**

### A. Eligibility Requirements for Caregiver Respite include:

- 1. An adult family member 18 and older, or similar, persons who provide in-home and community care assistance to someone 60 and older or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction.
- 2. Eligibility is limited to those individuals who are not eligible for public benefit programs such as IHSS.

### B. Direct services contractor shall do either one or more of the following:

- 1. In acting as a respite care information and referral agency, recruiting and screening respite providers and matching respite providers to clients. Respite care registries shall consist of the names, addresses, and telephone numbers of providers, including, but not limited to, individual caregivers, volunteers, adult day care services, including adult day health care services provided by licensed residential care facilities for the elderly.
- 2. Arranging for and purchasing respite services for program participants.
- 3. Maintaining a systematic means of capturing and reporting all required community-based service program data.

### C. Area Agencies on Aging (AAA) have the option of administering respite through local service providers, providing the program directly or contracting with a local agency.

### D. The statutory authority for the Program exists under California Welfare and Institutions Code section 9546.



**ARTICLE II. SCOPE OF WORK - Senior Companion Program**

- A. Eligibility requirements for Senior Companion Program (SCP) Volunteers include:
  - 1. Must be 60 years of age or older and has an insufficient income (as understood within the meaning of California Welfare and Institutions Code section 9547)
  - 2. Must be willing to serve between 20 to 40 hours of service per week to the Client. Senior Companion Volunteers can serve up to a maximum of 2,088 hours per year.
  - 3. Must be willing to attend 20 hours of pre-service orientation before starting an assignment.
  
- B. Contractor shall maintain the following responsibilities applicable to the SCP:
  - 1. Ensure SCP Volunteers meet the eligibility requirements as defined in (A) above.
  - 2. Contractor shall recruit, select, train, and assign staff and Senior Companion Program Volunteers.
  - 3. Provide benefits and meaningful volunteer service opportunities to SCP program participants.
  - 4. Ensure SCP volunteers prioritize serving target Clients such as those who are considered frail, homebound, and/or who reside in institutional settings.
  - 5. Provide SCP volunteers with the same benefits, transportation, stipends, and income exemptions as provided to the SCP volunteers funded through the Corporation for National Service. The contractor is responsible for tracking and maintaining awareness of any changes to the benefits.
  - 6. Provide supervision for SCP volunteers during provision of services in the program
  
- C. Contractor shall ensure Senior Companion Program Volunteers receive 20 hours of pre-service orientation training prior to starting assignment. Monthly in-service training is required thereafter. In- service training should be provided throughout participation of the Foster Grandparent Program and should include topics that are relevant to Foster Grandparent Volunteer program including but not limited to mentorship, cultural competency and inclusivity.
  
- D. Senior Companion Program Volunteers shall provide services that include but are not limited to any of the following:
  - 1. Older individuals who are homebound due to physical and functional impairments.

2. Older adults who reside in institutional settings such as mental health and skilled nursing facilities.
  3. Older individuals who are high risk for isolation.
  4. Older adults who are on waitlists for day care programs.
- E. The Contractor shall provide Senior Companion Program volunteers with the following benefits (*California Welfare and Institutions code section 9544(d)*):
1. An hourly tax-exempt stipend.
  2. One free meal or meal reimbursement for each day of service.
  3. Reimbursement for transportation expenses to and from their homes and the place where they render their services. This includes reimbursing for bus fees or other transportation methods as applicable.
  4. Supplemental accident, personal liability and excess automobile insurance coverage.
  5. An annual physical examination.
  6. Personal recognition for the volunteer's efforts and accomplishments.
- F. Senior Companion Program Volunteers assist with activities including but not limited to:
1. Assisting with chores, light housekeeping
  2. Assistance with paying bills
  3. Assistance with grocery shopping
  4. Providing transportation to medical and other appointments
  5. In institutional settings senior companion volunteers can assist with validation therapy and encourages participation in prescribed activities designed to help encourage independence.

## ARTICLE II. SCOPE OF WORK - **Senior Volunteer Development and Coordination**

- A. Contractor shall maintain the following responsibilities applicable to Senior Volunteer Development and Coordination efforts:
1. Provide benefits and meaningful volunteer service opportunities to individuals 60 years of age and older.
  2. Ensure volunteer programs have established standards for the effective training and supervision of volunteers.
  3. Recruit, select, train, and retain volunteers.
  4. Hire staff to serve as a Volunteer Coordinator to effectively facilitate the established Senior Volunteer Program.
  5. Develop effective outreach materials for the recruitment of senior volunteers.

6. Senior volunteer opportunities should support existing volunteer programs and adapt older adult volunteerism to meet the challenges and lessons learned related to service delivery during the COVID-19 pandemic.
- B. Senior Volunteer Programs shall provide the following:
1. Enhance senior volunteer opportunities by building off current programs and structures and utilizing the best practices of volunteer management.
  2. Enhance senior volunteer opportunities that include intergenerational involvement.
  3. Develop effective sustainability plans for long term implementation of senior volunteer programs as well as the retainment of volunteers.
  4. Intentionally and effectively recruit, support, and connect older adults to volunteer in settings such as volunteer centers, schools, community sites, libraries, and other appropriate volunteer sites.

### ARTICLE III. REPORTING REQUIREMENTS

- A. Contractor shall maintain reporting requirements applicable to the following programs via the Online Data Reporting tool process:
1. Aging in Place
  2. Alzheimer's Day Care Resource Centers (ADCRC)
  3. Caregiver Support for people with Dementia/Alzheimer's
  4. Foster Grandparent (FGP)
  5. Linkages
  6. Caregiver Respite Service
  7. Senior Companion Program (SCP)
  8. Senior Volunteer Development
- B. Contractor shall maintain a systematic means of capturing and reporting all required program data as it pertains to the Older Californian Act (OCA) Modernization programs.
- C. The Contractor will collect and report on all data elements identified in this Scope of Work, and other data as necessary. The reporting periods for the quarterly reports to CDA are as follows:
1. Service period July – September, October – December, January – March, April – June.
  2. All reports are due by the 15th of each month following the close of the quarter. Data reports are due to the CDA Data team at [datateam.reports@aging.ca.gov](mailto:datateam.reports@aging.ca.gov). The Contractor agrees to provide supplementary reports, data, and other information as requested by CDA.

- D. To carry out the responsibilities of this Agreement, the Contractor shall:
1. Develop criteria and maintain standards for quality control of the collection and reporting of data.
  2. Ensure that data entry shall be accomplished by AAA program staff and consistent with CDA's requirements.
  3. Ensure that Contractor's staff collects client data using program specific data layouts as provided by the CDA.
  4. Ensure that client data collected in hard copy is accurate before data is entered into the Online Data Reporting tool.
  5. Ensure that data entry staff is trained and knowledgeable to enter data accurately and completely.
  6. Accommodate the CDA regarding changes to gathering and/or reporting data and any associated procedural layouts.
  7. Ensure data collected is retained based on the requirements of the Agreement as it pertains to the established records retention period.

## ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State: Mileage/Per Diem (meals and incidentals)/Lodging  
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.
2. Financial Management Systems: The Contractor shall meet the following standards for its financial management systems:
  - a. Financial Reporting.
  - b. Accounting Records.

- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State through the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Agreement and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Agreement until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed Agreement.

## ARTICLE I. FUNDS (Continued)

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
  - i. Terminate the Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
  - ii. Offer an Agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
  - i. The State reserves the right to determine which agreements, if any, under this program shall be reduced.
  - ii. Some agreements may be reduced by a greater amount than others, and
  - iii. The State shall determine at its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

## ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as part of Exhibit B.
- B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:
  1. Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.
  2. Fringe Benefits
  3. Contractual costs – subcontract cost detail

## ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. Indirect costs - costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost
5. Rent
6. Supplies
7. Equipment/Property - detailed descriptions and total costs.
8. In State Travel - mileage reimbursement rate, lodging, per diem and other costs.
9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
10. Training.
11. Other Costs - a detailed list of other operating expenses.

## ARTICLE III. PROGRAM SPECIFIC FUNDS

- A. Program Income  
No Program Income is required under the terms and conditions of this Agreement.
- B. One-Time-Only (OTO) Funds  
No One-Time-Only funding is associated with the terms and conditions of this Agreement.
- C. Matching Contributions  
No match is required under the terms and conditions of this Agreement.
- D. Administration  
Contractor Administration shall be no more than ten percent (10%) of the total program allocation.
- E. Equipment  
Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. To request approval for specific equipment items, requests with justifications shall be sent to [cdaequipment@aging.ca.gov](mailto:cdaequipment@aging.ca.gov). Such items must also be included in Contractor's approved budgets. Please note an approved budget is not approval for equipment purchase.



## ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

F. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
3. For major institutes of higher education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The original Agreement budget is due electronically to the Contractor's CDA Local Finance Analyst no later than thirty (30) days from the date of the transmission of the Budget Display and Agreement.
- B. The final date to submit a revised budget shall be no later than sixty (60) days prior to the end of the Agreement period unless otherwise specified by CDA.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Exhibit B above.
- D. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.

## ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

E. Categorical Budget Transfers

The Contractor may transfer Agreement funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total budget.
2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such record shall include the date, amount, and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records of the Contractor.

## ARTICLE V. PAYMENTS

The State shall reimburse Contractor with Aging in Place, Alzheimer's Day Care Resource Centers, Caregiver Support for people with Dementia/Alzheimer's, Foster Grandparent Program, Linkages, Caregiver Respite, Senior Companion Program, and Senior Volunteer Development funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.
- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. Contractors shall notify CDA if they wish to be on a reimbursement or advanced payment.
  1. If Contractor requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the Agreement. Payments shall be based on monthly expenditure reports as outlined in this section.
  2. If Contractor requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the Agreement. Future payments shall be based on monthly expenditure reports as outlined in this section.

- D. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- E. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.
- F. Contractor shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
  - 1. Expedite Fees
    - a. If the Agreement is executed late to no fault of CDA then the Contractor may be liable for the incurred processing fees.
    - b. If the Agreement is executed late due to CDA's handling, then CDA shall cover the incurred processing fees.
- G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

#### ARTICLE VI. CLOSEOUT

- A. Separate Financial Closeout Reports for Aging in Place, Alzheimer's Day Care Resource Centers, Caregiver Support for people with Dementia/Alzheimer's, Foster Grandparent Program, Linkages, Caregiver Respite, Senior Companion Program, and Senior Volunteer Development funding and the Program Property Inventory Certification (CDA 9024) shall be submitted when either the total Agreement allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.
- B. Final expenditures must be reported to CDA in accordance with the Budget Display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the Agreement amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

## ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “UEI” means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.
15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older Americans Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. “Recoverable cost” means the state and federal share of the questioned cost.

**B. Resolution of Language Conflicts**

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>.
6. Program memos and other guidance issued by CDA.

**ARTICLE II. ASSURANCES****A. Law, Policy and Procedure, Licenses, and Certificates**

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

**B. Subcontracts**

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. **Equal Access to Federally Funded Benefits, Programs and Activities**  
The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
2. **Equal Access to State-Funded Benefits, Programs and Activities**  
The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
3. **California Civil Rights Laws**  
The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:  
<http://www.dgs.ca.gov/ols/Forms.aspx>.  
  
The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.
4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination based on disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.



G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
  - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
  - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
  - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except when permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. 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 (1)(b) of this certification.
  - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.

2. The Contractor must register the UEI number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify “Active” status the Contractor’s UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its UEI number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, 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, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
6. 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.

- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

### ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

### ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

### ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final, and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
  - 1. The Request for Proposal (RFP) or Invitation for Bid.
  - 2. All bid proposals received.
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
  - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
  - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
  - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

#### ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.



## ARTICLE VI. RECORDS (Continued)

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

## ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
  - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
  - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.
  2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. For another CDA program providing the same or similar service.
  - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

#### ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

## ARTICLE X. AUDIT REQUIREMENTS

## A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

## B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
    - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
    - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
    - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
    - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
    - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)
- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)
1. Contractor Single Audit Reporting Requirements
    - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging  
Attention: Audits Branch  
2880 Gateway Oaks Drive, Suite 200  
Sacramento, California 95833
    - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
    - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
    - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. The Contractor shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
3. **Contract Resolution of Contractor’s Subrecipients**  
The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
  - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor’s fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
  - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor’s single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
  - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).



6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
  - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
  - b. Records that identify adequately the source and application of funds for each federally funded activity.
  - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
  - d. Comparison of expenditures with budget amounts for each federal award.
  - e. Written procedures to implement the requirements of 2 CFR 200.305.
  - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.  
[2 CFR 200.302 and 45 CFR 75.302]
  - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
  - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
  
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
  - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
  - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]

- c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
  - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
  - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
  9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

## ARTICLE X. AUDIT REQUIREMENTS (Continued)

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
  - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
    - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
    - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.  
[2 CFR 200.425]

## ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
  3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
  2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

## ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II.J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

## ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.



## ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

## ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

## ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

## ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov). You may request the Contact Report by emailing [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).

## ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

### A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

### B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

## ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data**

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

**ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES****A. Needs Assessment**

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - a. Methodologies used.
  - b. The linguistic and cultural needs of non-English speaking or LEP groups.
  - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]

2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]
4. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor’s office at all times during the term of this Agreement. [22 CCR 98310]
5. The Contractor shall notify its employees of clients’ rights regarding language access and the Contractor’s obligation to ensure access to alternative communication services when determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
6. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]



## ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

**Exhibit B, Attachment 1 - Budget Display**

**MODERNIZING OLDER CALIFORNIANS ACT**  
**Budget Display**  
**County of Inyo**

**SUPPORTIVE SERVICES - YEAR ONE**  
**January 1, 2023 through March 31, 2025**

Program	Fund Type	Project Number	Allocation	Adjustment	TOTAL
Modernizing Older Californians Act	General Fund	Various - See Below	\$154,503	\$0	\$154,503
				<b>Total Year One</b>	<b>\$154,503</b>

**Notes**

AAAs can utilize up to 10% of the funding for Administration.  
Expenditures must be reported in closeout by April 30, 2025.

**SUPPORTIVE SERVICES - YEAR TWO**  
**July 1, 2023 through March 31, 2026**

Program	Fund Type	Project Number	Allocation	Adjustment	TOTAL
Modernizing Older Californians Act	General Fund	Various - See Below	\$75,041	\$0	\$75,041
				<b>Total Year Two</b>	<b>\$75,041</b>

**Notes**

AAAs can utilize up to 10% of the funding for Administration.  
Expenditures must be reported in closeout by April 30, 2026.

<b>Program: YEAR ONE</b>	<b>Project: YEAR ONE</b>
OCA Caregiver Respite	RSTL
OCA Linkages	LNKL
OCA Senior Companion	SRCL
OCA Alzheimer's Day Care Resource Centers	DCRL
OCA Aging in Place	AIPL
OCA Senior Volunteer Development	SVDL
OCA Foster Grandparent	FGPL
OCA Caregiver Support for people with Dementia/Alzheimer's	CSDAL

<b>Program: YEAR TWO</b>	<b>Project: YEAR TWO</b>
OCA Caregiver Respite	RSTL22
OCA Linkages	LNKL22
OCA Senior Companion	SRCL22
OCA Alzheimer's Day Care Resource Centers	DCRL22
OCA Aging in Place	AIPL22
OCA Senior Volunteer Development	SVDL22
OCA Foster Grandparent	FGPL22
OCA Caregiver Support for people with Dementia/Alzheimer's	CSDAL22

## EXHIBIT A, ATTACHMENT 1 PROJECT REPRESENTATIVES

### 1. THE PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT WILL BE:

#### A. PROJECT MANAGER/COORDINATOR

	<b>Department of Aging</b>	<b>Contractor:</b>
<b>Section/Unit:</b>	Division of Home and Community Living	County of Inyo, Dept. of Health and Human Services, Eastern Sierra Area Agency on Aging
<b>Name:</b>	Brian Carter	Marilyn Mann
<b>Title:</b>	Project Manager	HHS Director
<b>Address:</b>	2880 Gateway Oaks Dr. Ste 200 Sacramento, CA 95833	1360 N. Main Street, Ste. 201 Bishop, CA 93514
<b>Phone:</b>	(916) 928-4669	(760) 873-3305
<b>Email:</b>	<a href="mailto:brian.carter@aging.ca.gov">brian.carter@aging.ca.gov</a>	mman@inyocounty.us

#### B. DIRECT OTHER INQUIRIES TO:

	<b>Department of Aging</b>	<b>Contractor:</b>
<b>Section/Unit:</b>	Division of Home and Community Living	County of Inyo, Dept. of Health and Human Services, Eastern Sierra Area Agency on Aging
<b>Name:</b>	Brian Carter	Darcia Blackdeer-Lent
<b>Title:</b>	Project Manager	Deputy Director - Aging and Social Services
<b>Address:</b>	2880 Gateway Oaks Dr. Ste 200 Sacramento, CA 95833	Same
<b>Phone:</b>	(916) 928-4669	Same
<b>Email:</b>	<a href="mailto:brian.carter@aging.ca.gov">brian.carter@aging.ca.gov</a>	dblackdeerlent@inyocounty.us

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

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

By (Authorized Signature)

Printed Name and Title of Person Signing

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

## CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.



STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

---

Contractor/Vendor Printed Name and Title

---

Contractor/Vendor Signature

---

Date

---

CDA Program/Project

---

Contract Number

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
 CDA 9026 (NEW 04/2018)



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

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
Area Plan (AP)	Financial Alignment (FA)
HICAP (HI)	MIPPA (MI)
MSSP (MS)	SNAP-Ed (SP)
Title V (TV)	



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3842

### Agreement for the Provision of Personal Services as County Health Officer Health & Human Services - Health/Prevention ACTION REQUIRED

#### ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health & Prevention  
Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

#### RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and James A. Richardson, MD for the provision of Health Officer services in an amount not to exceed \$205,000 for the period of July 1, 2023 to June 30, 2024, contingent upon the Board's approval of future budgets for the Fiscal Year 2023-2024 Budget; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Dr. James A. Richardson has served his current term as Inyo County Health Officer since December 2016. During this time, he has been responsible for all Health Officer duties mandated by the California Health and Safety Code and other California regulations, including, but not limited to: oversight of communicable disease issues, reporting and prevention; enforcement of local orders and ordinances pertaining to public health; declaration and/or provision of leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency; and ensuring that immunizations are available to the public. Dr. Richardson also serves as the Corrections Medical Director, as required by CA Code of Regulations Title 15, which is separate from, and in addition to, his Health Officer duties. As the Corrections Medical Director, Dr. Richardson provides health services to the Inyo County Jail and Juvenile Center (when in use), including 24/7 availability to correctional and on-call nursing staff.

#### FISCAL IMPACT:

<b>Funding Source</b>	Realignment and Grant Funded	<b>Budget Unit</b>	045100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5002-5021
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			

**Additional Information****ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

If this agreement is not approved, we would not be meeting the requirements to have a Health Officer.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Public Health Officer Contract

**APPROVALS:**

Jessica Burton	Created/Initiated - 6/7/2023
Darcy Ellis	Approved - 6/7/2023
Stephanie Tanksley	Approved - 6/7/2023
Melissa Best-Baker	Approved - 6/13/2023
Anna Scott	Approved - 6/13/2023
Marilyn Mann	Approved - 6/13/2023
Keri Oney	Approved - 6/15/2023
John Vallejo	Approved - 6/16/2023
Amy Shepherd	Approved - 6/16/2023
Nate Greenberg	Final Approval - 6/20/2023

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF PERSONAL SERVICES**  
**AS A COUNTY OFFICER**

**INTRODUCTION**

WHEREAS, \_\_\_\_\_ (hereinafter referred to as "Officer") has been duly appointed as \_\_\_\_\_ for Inyo County; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Officer shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Officer to perform under this Agreement will be made by \_\_\_\_\_, whose title is: \_\_\_\_\_. Requests to the Officer for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay Officer in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to \_\_\_\_\_, title \_\_\_\_\_. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Officer shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \_\_\_\_\_ dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. PRE-EMPLOYMENT PHYSICAL.**

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

## **7. SUPPLIES, EQUIPMENT, ETC.**

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

## **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Officer's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Officer will convey possession and title to all such properties to County.

## **9. WORKERS' COMPENSATION.**

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

**10. STATUS OF OFFICER.**

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the \_\_\_\_\_ of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

**11. DEFENSE AND INDEMNIFICATION.**

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

**12. TERMINATION.**

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer fourteen (14) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate the County.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**13. ASSIGNMENT.**

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

**14. DEFAULT.**

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

**15. NONDISCRIMINATION.**

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



**16. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**17. CONFLICTS.**

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file a conflict of interest statement.

**18. POST AGREEMENT COVENANT.**

Officer agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Officer agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**19. FUNDING LIMITATION.**

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

**20. AMENDMENT.**

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

**21. NOTICE.**

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

**County of Inyo**

\_\_\_\_\_ Department  
\_\_\_\_\_ Street  
\_\_\_\_\_ City and State

**Officer:**

\_\_\_\_\_ Name  
\_\_\_\_\_ Street  
\_\_\_\_\_ City and State

**22. ENTIRE AGREEMENT.**

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

////

////

**AGREEMENT BETWEEN COUNTY OF INYO  
AND James A. Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

6<sup>th</sup> IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF June 2023.

**COUNTY OF INYO**

**OFFICER**

By: \_\_\_\_\_

By: James Richardson MD

Dated: \_\_\_\_\_

Dated: 6-6-23

APPROVED AS TO FORM AND LEGALITY:

Grace Church

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Director of Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCOPE OF WORK:**

Shall provide clinical oversight of licensed public health staff, contractors and support public health activities to ensure the effectiveness of community health services including, but not limited to: communicable disease control, maternal and child health services, Children's Medical Services, tuberculosis control, HIV case management, emergency services and disaster planning, laboratory services, and environmental health. In addition, contractor shall conduct assessments and report on the health status of the community, using multiple epidemiological survey and statistical methods, and provide consultation to public health staff on public health planning.

Shall provide medical services to the Inyo County Jail and Juvenile Facility, including: on-site health care every Tuesday morning (or an agreed upon day) during inmate sick call at the jail, located in Independence; 24/7 consultation availability via telephone with the facility nurse or on-call nurse in the jail and juvenile facility, including weekends and holidays; and consultation with public health nurse to confirm medical clearance of juveniles to the weekend-only juvenile facility.

Shall, as a member of the public health disaster planning team, provide consultation and contribute to the development of emergency preparedness plans, exercises and drills, protocols and after-action reports, as appropriate. May, in consultation with Health & Human Services Administration, provide communication of public health issues by releasing public health bulletins and answering media inquiries. May provide liaison services between the Inyo County HHS Public Health programs and California Conference of Local Health Officers (CCLHO), including, but not limited to, participation in some CCLHO meetings and monitoring and tracking verbal and written communications and shall act as a liaison between Inyo County HHS Public Health programs and the CA Department of Public Health, as applicable. Shall participate in Regional Public Health Office meetings as designated by the HHS Deputy Director of Public Health and Prevention.

Such duties shall include sixteen (16) hours per week of direct service, which may include attending periodic appropriate local inter-agency meetings as defined by the HHS Director or Deputy Director, Must provide twenty-four hours, seven days per week (24/7) availability to the Inyo County Health and Human Services (HHS) Director, HHS Deputy Director- Public Health & Prevention, or their designees

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

County shall agree to pay a flat rate of \$7884.61 per pay period, not to exceed 205,000,00 per year

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND James A. Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** 07/01/2023                      **TO:** 6/30/2024

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Health Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Health Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.
3. Mileage and meal per diem reimbursement is authorized only in conjunction with travel that is preauthorized by the Assistant HHS Director or the HHS Deputy Director of Public Health and Prevention.



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3867

### Approval of Hiring a Public Health Nurse at Step E Health & Human Services - Health/Prevention ACTION REQUIRED

**ITEM SUBMITTED BY**

Marilyn Mann, HHS Director

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Authorize the hiring of one (1) Public Health Nurse, Range 80 (\$6,509 - \$7,918), at the E Step (\$7,918).

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Department has identified a candidate for the vacant Registered Nurse/Public Health Nurse position that provides nursing services at the Inyo County Jail and also provides nursing services at the juvenile detention facility when the facility is in use. The candidate has an extensive nursing background and has experience working in a correctional setting. Nurses are in great demand locally, nationally and statewide. Nursing positions are often difficult to fill and recruiting nurses that have the additional knowledge and expertise of working in a correctional setting is even more challenging. Given the candidate's experience and our current challenges in recruiting and hiring, the Department respectfully requests authorization to hire the candidate at the established Range 80, Step E (\$7,918).

**FISCAL IMPACT:**

<b>Funding Source</b>	Health Realignment	<b>Budget Unit</b>	045100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001-5043
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny the request and the Department would initiate a new recruitment for the position.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.



**ATTACHMENTS:**

**APPROVALS:**

Marilyn Mann	Created/Initiated - 6/16/2023
Darcy Ellis	Approved - 6/16/2023
Melissa Best-Baker	Approved - 6/16/2023
Keri Oney	Approved - 6/21/2023
Amy Shepherd	Approved - 6/21/2023
Marilyn Mann	Approved - 6/21/2023
Nate Greenberg	Final Approval - 6/21/2023



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3835

### eXemplar Human Services Contract Health & Human Services - Social Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

#### ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

#### RECOMMENDED ACTION:

A) declare eXemplar Human Services of Reno, NV a sole-source provider of customized Social Service reporting tools and services; B) approve the agreement between the County of Inyo and eXemplar Human Services of Reno, NV for the provision of customized Social Service reporting tools and services in an amount not to exceed \$120,000.00 for the period of July 1, 2023 to June 30, 2025, contingent upon the Board's approval of future budgets; and C) and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Health and Human Services, Aging and Social Services Division is responsible for administering CalWORKs, Welfare-to-Work (WTW), CalFresh, Medi-Cal, Child Care, and Foster Care eligibility and assistance functions. In an effort to meet mandated performance standards, it is important to have a reliable system to effectively interface with our statewide automated system to monitor various caseload activities related to administration of the programs and manage workload activities and productivity.

eXemplar Human Services specializes in providing proprietary analytical services to public assistance, WTW, and human services agencies to monitor and analyze key elements of client engagement and performance, eligibility caseload activities, and the design of performance management enhancement recommendations for integrating data trend analysis into regular agency performance management processes. Their platform interfaces with CalSAWS, the statewide automated welfare eligibility data system.

The reports received from eXemplar provide us with the necessary tools to enhance overall performance in order to meet mandated program requirements and improve service delivery and accuracy of benefits provided to eligible residents of Inyo County. The reports provide work lists for specific categories, caseload activities, and statistics that show key ratios related to specific operations at all levels of the organization. This information allows executive staff, managers, supervisors, and line staff to monitor performance and manage daily caseload activities.

Inyo County HHS is requesting a sole-source contract as eXemplar is the only vendor currently providing these analytical services for public assistance and human services agencies through a proprietary software program. eXemplar is currently contracted with 11 other counties to provide performance management design and analytical services and is compatible with California's Statewide Automated

Welfare System (CalSAWS) used by the state, ensuring consistency of the performance outcome data Inyo County must track and report to the state.

**FISCAL IMPACT:**

<b>Funding Source</b>	State and Federal funding and Social Services Realignment	<b>Budget Unit</b>	055800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to deny this request resulting in our inability to access the robust analytical reports needed to effectively monitor performance and outcomes regarding eligibility and other program mandates, which we are unable to generate independently from the individual program systems.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. FY 23-25 Exemplar Contract

**APPROVALS:**

Tyler Davis	Created/Initiated - 6/2/2023
Darcy Ellis	Approved - 6/5/2023
Tyler Davis	Approved - 6/8/2023
Darcia Blackdeer-Lent	Approved - 6/13/2023
Marilyn Mann	Approved - 6/13/2023
Melissa Best-Baker	Approved - 6/15/2023
John Vallejo	Approved - 6/16/2023
Amy Shepherd	Approved - 6/16/2023
Marilyn Mann	Approved - 6/16/2023
Nate Greenberg	Final Approval - 6/20/2023

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ services of \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by \_\_\_\_\_, whose title is: \_\_\_\_\_. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \_\_\_\_\_ Dollars

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

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

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

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

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.



**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
City and State

**24. ENTIRE AGREEMENT.**

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

////

////

AGREEMENT BETWEEN COUNTY OF INYO

AND \_\_\_\_\_

FOR THE PROVISION OF \_\_\_\_\_ SERVICES

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

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By:   
Signature

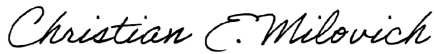
\_\_\_\_\_  
Print or Type Name

Michael De La Rosa  
\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: 06/16/2023  
\_\_\_\_\_


APPROVED AS TO FORM AND LEGALITY:

County Counsel  
  
\_\_\_\_\_


APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2023 – June 30, 2025

This scope of work defines the services to be provided by eXemplar Human Services (Contractor) to the Inyo County Department of Health and Human Services (County) for Reporting Tools and Services.

1. Produce a Daily Intake Dashboard Report. This report shall provide a consolidated view of all current pending CalWORKs (CW), CalFresh (CF), Medi-Cal (MC), and Expedited CalFresh (ECF) programs. The report shall contain the following alert indicators by worker, unit, office and region: a) Pending CW/CF/MC Applications Due Tomorrow, b) CW App Between 35-45 Days, c) CW App Over 45 Days, d) CW Total Pending, e) CF App Between 20-30 Days, f) CF App Over 30 Days, g) CF Total Pending, h) ECF Due Next Day, i) Overdue ECF, j) MC App Between 35-45 Days, k) MC App Over 45 Days, l) MC Total Pending.
2. Produce a Consolidated Eligibility Triggers Report. This report shall be a multiple tab consolidated report representing Eligibility related information regarding Intake, Continuing eligibility and caseload management tasks. The elements contained in the report shall be by worker, unit, office and region: SAR 7 Completion Rate, Overdue SAR 7's Previous Month, CW/CF RE Completion Rate, CW/CF RE Current Month, MC RE Current Month, MC RE Current Month Summary, Critical Tasks, and MAGI Overdue Review.

The SAR 7 Completion Rate report (tab) will provide SAR7 information for all CW, CF and CW/CF combination cases for the respective SAR 7 Submit Month. The report shall include the following indicators by worker, unit, office and region: Programs associated with each SAR7, Total SAR 7's Due, those in Received status, Sent status, Received status, Ready to Run status, Completed status, N/A status, Incomplete status, and the Completion Rate of those SAR7s received. The report will also identify: a) If the case has a task with task type of NHR set prior to the last completed SAR7/RE, and display "(NHR)" next to the case number and b) identify and display income amount/types for those CF cases with income that have a SAR 7 reports due.

The Overdue SAR 7 report (tab) will display any open SAR7s (not in 'Complete', 'Incomplete, or 'NA' status) from the prior submit month received in the current month.

The CW/CF RE Completion Rate report (tab) will provide RE information for all CW/CF cases with RE's due in the respective report month. The report shall include the following indicators by worker, unit, office and region: Total CW/CF RE's Due, those in Sent status, Received status, Ready to Run status, Completed status, N/A status, Incomplete status, and the Completion Rate of those REs received.

The CW/CF RE Current Month report (tab) provides information on CW and CF RE's by MAQ in Received and Ready to Run status for the respective RE report month. The report shall include the following indicators: MAQ, Case Number, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify if the case has a task with task type of NHR set prior to the last completed SAR7/RE, and if so, display "(NHR)" next to the case number.

SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2023 – June 30, 2025

The MC RE Current Month report (tab) provides information by worker, unit, office and region on MC RE's in Received and Ready to Run status for the respective RE report month. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall include these on the report and identify these as 'RE DUE (NO CR)'. The report shall include the following indicators by worker, unit, office and region: MAQ, Case Number, Received On, Last Status Date, Last Status, and Scanned in District. The report will also identify each case that has a task with task type of NHR set prior to the last completed SAR7/RE, include "(NHR)" next to the Case number.

The MC RE Current Month Summary report provides summary information on MC RE's in Received and Ready to Run status for the respective RE report month for each region and county total. Because the universe for all current month MC REs includes REs that are processed outside of Customer Reports (CR), Contractor shall identify these as 'RE DUE (NO CR)'. The report shall include the following indicators: RE Due (No CR), Ready to Run, Received, Total of Received and RE Due (No CR).

The Critical Tasks report indicates the task type of any open task whose due date has passed or is one day out (up to 48 hours) in the future of the following types: Felons, Fraud, Aid Paid Pending, State Hearing, Sanction/Penalty, MC 355 Due, Contact Client, and for New Hire Report tasks if created after 5/1/17, (NHR only when associated with a SAR or RE in the respective report month). Also, if there are any open Change Reported tasks where description is Benefits Cal, regardless of the end date, it will be included. The report shall include the following indicators: MAQ, Case Number, Task Type, Due Date, and Assign Date.

The MAGI Overdue Review identifies MAGI referrals that are in an 'In Process' status three or more days after receipt of the referral as indicated on the Referral Date on the MAGI Referral Detail page. The report shall include the following indicators by worker, unit, office and region: Received On, In Process Status Date, and Days in Process.

3. Produce a Productivity Report. This report shall be a multiple tab report that provides information on case actions completed by any Eligibility Worker staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed case actions by how they were completed in CalSAWS, i.e. running EDBC, status updates, etc.

The report shall include the following indicators by worker, unit, office and region: SAR 7s Completed, SAR 7s put in Incomplete status, MC REs Completed, MC RE put in Incomplete status, CF REs Completed, CF REs put in Incomplete status, CW RE Completed, CW REs put in Incomplete status, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alerts associated with SAR 7/RE, and MEDS Alerts not associated with a SAR 7/RE.

SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2023 – June 30, 2025

4. Produce an Overtime Productivity Report. This report shall provide information on case actions completed by any Eligibility Worker staff during a Saturday overtime session. The tab with this data will only appear on the regular Productivity Report on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in Cal SAWS, i.e. running EDBC, status updates, etc.  
The report shall include the following indicators by worker, unit, office and region: SAR 7s Completed, SAR 7s put in Incomplete status, MC REs Completed, MC RE put in Incomplete status, CF REs Completed, CF REs put in Incomplete status, CW RE Completed, CW REs put in Incomplete status, CW/CF RE Completed, CW/CF RE Incomplete, Tasks with SAR 7/RE, Tasks without SAR 7/RE, MEDS Alerts associated with SAR 7/RE, and MEDS Alerts not associated with a SAR 7/RE.
  
5. Produce a Consolidated Welfare to Work (WtW) Alerts report. This report shall provide multiple reports (tabs), for use by county WtW staff, in a single consolidated report.  
The WtW Alerts report (tab) shall provide information and alerts related to WtW caseload management. It shall include the following indicators by worker, unit, office and region: e2Lite, Unengaged, Non-Compliance Over 60 Days, Good Cause Over 30 Days, Activities without Service Arrangements, Activities with No (Null) Attendance, Activities Lingering in Referred Status, Activities Ending in 2 Weeks.  
The Null Hours Carryover report (tab) shall identify cases by worker, unit, office and region that for the respective report month, have had no WtW attendance hours entered for activities from two months ago and prior.  
The Attendance and Progress report (tab) shall provide information on the processing of WtW 733.4 forms by WtW staff. The report shall include the following indicators by worker, unit, office and region: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.  
The School Attendance report (tab) shall provide information on the processing of WtW 735.2 forms by WtW staff. The report shall include the following indicators by worker, unit, office and region: Received, Reviewed + Completed, Reviewed + Completed Status Worker ID, and Reviewed Rate.  
The Travel Claims Completion Rate report (tab) shall provide information on the processing of WtW 753A forms by WtW staff. The report shall include the following indicators by worker, unit, office and region : Claims Received, Claims Reviewed + Completed, Reviewed + Completed Status Worker ID, Claims Reviewed/Completed Rate.

SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2023 – June 30, 2025

The Travel Claims Carryover report (tab) shall identify the 753A forms received in a prior month, from the respective report month, that have never been reviewed in any way (Reviewed, Incomplete, NA, Denied, Error).

The Travel Claims NA or Incomplete report (tab) shall identify by worker, unit, office and region 753A forms in the respective report month that have never been in a completed status and are currently in either NA or IN status.

The Child Care Alerts report (tab) shall provide alerts related to the Child Care program. The report shall include the following indicators by worker, unit, office and region: Child Care Applications Coming Due, Overdue Child Care Applications, IDT, Over 47 Months, Tasks Coming Due, Tasks Overdue, 12 Years + 11 Months and Older, and No Payments Issued in Last Three Periods.

The Child Care Reimbursement Completion Rate report (tab) shall provide, for the respective report month, information on the processing of CCRR 100 forms by WtW and Fiscal staff. The report shall include the following indicators by worker, unit, office and region : Received, Reviewed, Reviewed Status Worker ID, Reviewed Rate, Payment Issued, and Payment Issued Rate.

The Carryover-Received Not Reviewed report (tab) shall identify by worker, unit, office and region those CCRR 100 forms, from a month prior to the respective report month, that are in a Received status and have not been updated to a Reviewed status.

The Carryover-Reviewed, No Payment report (tab) shall identify by worker, unit, office and region those CCRR 100 forms, from a month prior to the respective report month, that are in a Reviewed status and have not had a payment issued.

6. Produce an Office Assistant Productivity Report. This report shall be a multiple tab report that provides information on clerical actions completed by Office Assistant staff. The tabs with corresponding information will be Yesterday, Week to Date, and Month to Date for the respective reporting month/timeframe. The report will be customized to identify completed clerical actions by how they were completed in Cal SAWS, i.e. status updates.  
The report shall include the following indicators by worker, unit, office and region: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.
7. Produce an Office Assistant Overtime Productivity Report. This report shall provide information on clerical actions completed by Office Assistant staff during a Saturday overtime session. The tab with this data will appear on the regular Office Assistant Productivity Report only on the Monday immediately following the Saturday overtime session. The report will be customized to identify completed case actions by how they were completed in Cal SAWS, i.e. status updates.

SCOPE OF WORK, between  
eXemplar Human Services and Inyo County Department of Health and Human Services, for  
Reporting Tools and Services  
July 1, 2023 – June 30, 2025

The report shall include the following indicators by worker, unit, office and region: Apps Pended, REAC's Completed, EBT Cards Issued, Gas Cards Issued, Bus Passes Issued, Vouchers Issued, Travel Claims Processed, HA Payments Processed, and Diaper Issuances Processed.

8. Produce a Foster Care Alerts Dashboard Report. This report shall provide alerts related to the Foster Care program. The report shall include the following indicators by worker, unit, office and region: Case Number, Foster Care Application Coming Due, Overdue Foster Care Application Determination, Task Coming Due, Tasks Overdue, MEDS Alert, Foster Care RE Due in Next Two Months, Foster Care RE Overdue, and SCR Ending within 30 Days.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

##### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### **Waiver of Subrogation**

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### **Verification of Coverage**

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3839

### Daniel B. Stephens & Associates, Inc. Contract Amendment No. 7 Planning Department ACTION REQUIRED

**ITEM SUBMITTED BY**

Cathreen Richards, Planning Director

**ITEM PRESENTED BY**

Cathreen Richards, Planning Director

**RECOMMENDED ACTION:**

Ratify and approve Amendment No. 7 to the contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services to amend all sections relating to the Term of the agreement to be April 25, 2017 to April 25, 2024, contingent upon the adoption of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On March 11, 2009 the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso’s geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso’s groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso’s groundwater pumping pursuant to the HMMP, which also requires a continuation of the monitoring. Daniel B Stephens & Associates (DBSA) had been providing hydrological consulting services for the project consistently since the onset. DBSA’s contract term expired on April 25, 2020, but the County still has the need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract. An updated fee schedule is also included in the amendment.

**FISCAL IMPACT:**

<b>Funding Source</b>	Coso Monitoring & Mitigation Fund Balance, 503823	<b>Budget Unit</b>	023800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			

<b>Future Fiscal Year Impacts</b>
<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not approve the amendment. This is not recommended as Daniel B. Stephens Associate, Inc.'s history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing monitoring required by the HMMP.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Water Department.

**ATTACHMENTS:**

1. DB Stevens Contract Amendment 7
2. DB Stevens Contract Amendment 6

**APPROVALS:**

Cathreen Richards	Created/Initiated - 6/6/2023
Darcy Ellis	Approved - 6/6/2023
Cathreen Richards	Approved - 6/6/2023
Keri Oney	Approved - 6/9/2023
John Vallejo	Approved - 6/16/2023
Amy Shepherd	Approved - 6/16/2023
Nate Greenberg	Final Approval - 6/20/2023

**AMENDMENT NO. SEVEN TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

**WHEREAS**, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Five to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

**WHEREAS**, the County and the Contractor agreed to Amend No. Five to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

**WHEREAS**, the County and the Contractor agreed to Amendment No. Six to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2023.

**WHEREAS**, the County and the Contractor agreed to Amend No. Six to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

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

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



**County and Contractor hereby amend such Agreement as follows:**

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2024
- Amend the term to April 25, 2017 to April 25, 2024 on Attachments A-E as applicable.
- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2023)

AMENDMENT NO. SEVEN TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: \_\_\_\_\_

By:  \_\_\_\_\_  
James A. Kelsey, President

Date: \_\_\_\_\_

Date: 5/22/2023

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg  
County Risk Manager

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5<sup>th</sup> day of April 2022 an order was duly made and entered as follows:

*Planning –  
DB Stevens  
Contract  
Amendment 6*

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve Amendment No. 6 to the contract between the County of Inyo and DB Stevens and Associates for the provision of hydrological services in an amount not to exceed \$70,000 for the period of April 25, 2017 to April 25, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 5<sup>th</sup>  
Day of April, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

By: \_\_\_\_\_

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Planning</i> DATE: <i>April 5, 2022</i>



# County of Inyo



## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** April 5, 2022

**FROM:** Cathreen Richards

**SUBJECT:** Amendment #6 to DB Stevens and Associates contract for hydrological services

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 6 to the contract between the County of Inyo and DB Stevens and Associates for the provision of hydrological services in an amount not to exceed \$70,000 for the period of April 25, 2017 to April 25, 2023, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On March 11, 2009 the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels. Daniel B Stephens & Associates (DBSA) has been providing hydrological consulting services for the project. DBSA's contract term is set to expire on April 25, 2022, but the County still has need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract. An updated fee schedule is also included in the amendment.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not approve the amendment. This is not recommended as Daniel B. Stephens Associate, Inc.'s history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing monitoring required by the HMMP.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Financing will continue to be provided by deposit from Coso (Coso Monitoring & Mitigation Fund Balance, 503823). Work on tasks in accordance with this contract may carry forward into future budgets and will be evaluated accordingly during the budget process.

**ATTACHMENTS:**

1. DB Stevens and Associates Contract Amendment No. 6
2. DB Stevens and Associates Contract, Amendments 1-5

**APPROVALS:**

Cathreen Richards	Created/Initiated - 3/24/2022
Darcy Ellis	Approved - 3/24/2022
Aaron Steinwand	Approved - 3/30/2022
John Vallejo	Approved - 3/31/2022
Amy Shepherd	Approved - 3/31/2022
Cathreen Richards	Final Approval - 3/31/2022

**AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN  
THE COUNTY OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

**WHEREAS**, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

**WHEREAS**, the County and the Contractor agreed to Amend No. 5 to the agreement to Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

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

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2023
- Amend Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND  
SEALS THIS 5th DAY OF, April 2022

COUNTY

CONTRACTOR

By: *Dan Tether* By: *T. Neil Young*  
Date: 04/05/2022 Date: 2/27/22

APPROVED AS TO FORM AND LEGALITY:

*Christian E. Milovich*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*[Signature]*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*[Signature]*  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*[Signature]*  
County Risk Manager



Daniel B. Stephens & Associates, Inc.

**California Schedule of Fees**  
 (Effective January 1, 2022 through December 31, 2022)  
**Confidential**

**Professional Services**

Principal Professional II.....	\$317.00/hour
Principal Professional I.....	\$276.00/hour
Senior Professional II.....	\$254.00/hour
Senior Professional I.....	\$227.00/hour
Project Professional III.....	\$206.00/hour
Project Professional II.....	\$187.00/hour
Project Professional I.....	\$177.00/hour
Staff Professional III.....	\$154.00/hour
Staff Professional II.....	\$142.00/hour
Staff Professional I.....	\$132.00/hour
Managing Technician.....	\$160.00/hour
Principal Technician.....	\$142.00/hour
Technician IV.....	\$129.00/hour
Technician III.....	\$121.00/hour
Technician II.....	\$112.00/hour
Technician I.....	\$104.00/hour
GIS Specialist.....	\$134.00/hour
CADD Specialist.....	\$134.00/hour
CADD/GIS/Database II.....	\$132.00/hour
CADD/GIS/Database I.....	\$120.00/hour
Senior Technical Editor.....	\$140.00/hour
Technical Editor.....	\$115.00/hour
Project Assistant II.....	\$110.00/hour
Project Assistant I.....	\$99.00/hour
Biologist II.....	\$118.00/hour
Biologist I.....	\$110.00/hour

**Expenses**

<b>Travel</b>	
Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone.....	Actual cost or negotiated per diem rates
<b>Mileage</b>	
Personal vehicle.....	Prevailing IRS rates
Company vehicle.....	
Daily rate.....	\$102/day + actual gas cost
Half day rate.....	\$52/half day + actual gas cost
Mileage.....	Prevailing IRS rates
Subcontractors/temporary service personnel.....	Actual cost plus 10%
Computers and communications.....	Special services at additional charge
<b>Equipment</b>	
Rentals (e.g., environmental monitors).....	Actual cost plus 10%
Fabrication in our shop.....	Labor plus materials
Misc. field equipment and supplies.....	Actual cost plus 10%
Meters, gauges, and monitors.....	Separate schedule available upon request

**TERMS**

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

**NOTES**

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses are subject to annual updates.



**AMENDMENT NO. FIVE TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

**WHEREAS**, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

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

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY  
OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS 15th DAY OF June, 2021.

COUNTY

CONTRACTOR

By: *[Signature]* By: *[Signature]*  
Dated: 06/15/2021 Dated: 5/27/2021

APPROVED AS TO FORM AND LEGALITY:

*[Signature]*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*[Signature]*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*[Signature]*  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*[Signature]*  
County Risk Manager



Daniel B. Stephens & Associates, Inc.

**California Schedule of Fees**

(Effective January 1, 2020 through December 31, 2020)

**Confidential**

**Professional Services**

Principal Professional II .....	\$305.00/hour
Principal Professional I .....	\$260.00/hour
Senior Professional II .....	\$240.00/hour
Senior Professional I .....	\$215.00/hour
Project Professional III .....	\$195.00/hour
Project Professional II .....	\$180.00/hour
Project Professional I .....	\$165.00/hour
Staff Professional III .....	\$145.00/hour
Staff Professional II .....	\$135.00/hour
Staff Professional I .....	\$125.00/hour
Managing Technician .....	\$155.00/hour
Principal Technician .....	\$135.00/hour
Technician IV .....	\$125.00/hour
Technician III .....	\$115.00/hour
Technician II .....	\$105.00/hour
Technician I .....	\$100.00/hour
GIS Specialist .....	\$130.00/hour
CADD Specialist .....	\$130.00/hour
CADD/GIS/Database II .....	\$125.00/hour
CADD/GIS/Database I .....	\$115.00/hour
Senior Technical Editor .....	\$130.00/hour
Technical Editor .....	\$100.00/hour
Project Assistant II .....	\$98.00/hour
Project Assistant I .....	\$85.00/hour
Biologist II .....	\$108.00/hour
Biologist I .....	\$98.00/hour

**Expenses**

<b>Travel</b>	
Airfare, car rental, cab, bus, parking .....	Actual cost
Lodging, meals, phone .....	Actual cost or negotiated per diem rates
<b>Mileage</b>	
Personal vehicle .....	Prevailing IRS rates
Company vehicle	
Daily rate .....	\$90/day + actual gas cost
Half day rate .....	\$45/half day + actual gas cost
Mileage .....	Prevailing IRS rates
Subcontractors/temporary service personnel .....	Actual cost plus 10%
Computers and communications .....	Special services at additional charge
<b>Equipment</b>	
Rentals (e.g., environmental monitors) .....	Actual cost plus 10%
Fabrication in our shop .....	Labor plus materials
Misc. field equipment and supplies .....	Actual cost plus 10%
Meters, gauges, and monitors .....	Separate schedule available upon request

**TERMS**

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

**NOTES**

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.

**AMENDMENT NO. FOUR TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

**WHEREAS**, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2021.

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

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

**County and Contractor hereby amend such Agreement as follows:**


- Amend Section 2 - TERM to April 25, 2017 to April 25, 2022
- Amend Section 3 – Consideration, D. Limit upon amount payable under Agreement to \$70,000

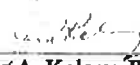
AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY  
OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS 21st DAY OF April, 2021.

COUNTY

CONTRACTOR

By: 


By: 

Dated: 04/21/2021


Dated: March 8, 2021

James A. Kelsey, President

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

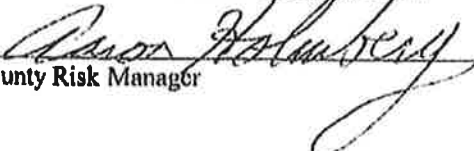
APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

**AMENDMENT NO. THREE TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
DANIEL B. STEPIENS & ASSOCIATES, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

**WHEREAS**, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

**WHEREAS**, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

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

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Section 2 · TERM to April 25, 2017 to April 25, 2021

**AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY  
OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

**COUNTY**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Jagros A. Kelsay*  
Jagros A. Kelsay, President

March 17, 2020

**APPROVED AS TO FORM AND LEGALITY:**

*Shane Chubb*  
\_\_\_\_\_  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

*[Signature]*  
\_\_\_\_\_  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

*[Signature]*  
\_\_\_\_\_  
Director of Personnel Services

**APPROVED AS TO RISK ASSESSMENT:**

*[Signature]*  
\_\_\_\_\_  
County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

**WHEREAS**, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2019.

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

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2020



**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY  
OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS 16th DAY OF April, 2019.

**COUNTY**

**CONTRACTOR**

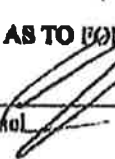
By: 

By: 

Dated: 4-16-19

Dated: 4/5/2019

APPROVED AS TO FORM AND LEGALITY:

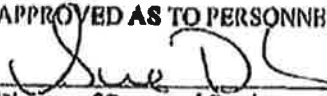
  
County Counsel

APPROVED AS TO ACCC

FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

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

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

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2019

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND  
DANIEL B. STEPHENS & ASSOCIATES, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS 14th DAY OF April, 2018.

**COUNTY**

**CONTRACTOR**

By: [Signature]

By: [Signature]

Dated: 4-24-18

Date: 3/29/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Daniel B. Stephens & Associates, Inc.**  
**FOR THE PROVISION OF Hydrologic Analysis SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the hydrological analysis services of Daniel B. Stephens & Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Water Department Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

**2. TERM.**

The term of this Agreement shall be from April 25, 2017 to April 25, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From \_\_\_\_\_ through \_\_\_\_\_
- B. From \_\_\_\_\_ through \_\_\_\_\_

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

**3. CONSIDERATION.**

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Water Department Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,000 (initial term) \$0 (option 1) and \$0 (option 2) for a total of \$40,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

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

#### 4. WORK SCHEDULE.

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

#### 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

#### 6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

#### 7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer

programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

**8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

For the duration of this Agreement Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

**9. STATUS OF CONSULTANT.**

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.

B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**11. RECORDS AND AUDIT.**

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Consultant, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Consultant shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such Intent to cancel. Consultant may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.



**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>County of Inyo:</b>	
Water Department, Attn.: Bob Harrington	Department
PO Box 337	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
Daniel B. Stephens & Associates, Inc.	Name
6020 Academy Road NE, Ste. 100	Address
Albuquerque, NM 87109	City and State

**24. ENTIRE AGREEMENT.**

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

///

////

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Daniel B. Steinhilber & Associates, Inc.  
FOR THE PROVISION OF Hydrogeological Analysis  
SERVICES**

\_\_\_\_\_

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

COUNTY OF INYO

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: 5/11/11

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO ACCOUNTING FORM

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Daniel B. Stephens & Associates, Inc.  
FOR THE PROVISION OF Hydrological Analysis SERVICES**

**TERM:**

**FROM:** April 25, 2017 **TO:** April 25, 2018

**SCOPE OF WORK:**

**I. Background**

Coso Operating Company (COC) has continued to extract water from the Rose Valley Basin in accordance with the provisions of Conditional Use Permit 2007-003. Pumping operations began in December, 2009 and were extended several times based on observed groundwater levels and groundwater model predictions. COC has requested an evaluation of whether pumping could be extended based on the existing standards of Significant Impact in the HMMP. The proposed two pumping scenarios are (1) an annual pumping season of four months from June through September, at a rate of 1000 gpm, and (2) a similar pumping season a rate that is sustainable indefinitely.

**II. Scope of Work**

- Task 1. Contractor shall update and recalibrate the Rose Valley groundwater flow model based on actual pumping rates, groundwater level observations, updated recharge estimates, and a reevaluation of groundwater discharge at Little Lake. Should any discrepancies be noted, contractor shall make recommendations for changes in model parameters and/or boundary conditions, as appropriate.
- Task 2. The updated and recalibrated model shall be used to evaluate the two scenarios described above, subject to the limitation that groundwater discharge at Little Lake does not decline by more than 10% of its estimated 2009 value. Maximum drawdown and drawdown at the time when pumping ceases shall be estimated at monitoring wells.
- Task 3. The updated and recalibrated model shall be used to produce a duration of pumping for scenario (1) and a pumping rate for scenario (2).
- Task 4. Results of Tasks 1 through 3 shall be reported to the Water Department in the form of a letter report and updated model files.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Daniel B. Stephens & Associates, Inc.  
FOR THE PROVISION OF Hydrological Analysis SERVICES**

**TERM:**

**FROM:** April 25, 2017 **TO:** April 25, 2018

**SCHEDULE OF FEES:**

See attached.



Daniel B. Stephens & Associates, Inc.

**Standard Schedule of Fees**  
 (Effective January 1, 2017 through December 31, 2017)  
**Confidential**

**Professional Services**

Principal Professional II .....	\$250.00/hour
Principal Professional I .....	\$205.00/hour
Senior Professional II .....	\$185.00/hour
Senior Professional I .....	\$168.00/hour
Project Professional III .....	\$155.00/hour
Project Professional II .....	\$145.00/hour
Project Professional I .....	\$125.00/hour
Staff Professional III .....	\$115.00/hour
Staff Professional II .....	\$105.00/hour
Staff Professional I .....	\$98.00/hour
Managing Technician .....	\$140.00/hour
Principal Technician .....	\$120.00/hour
Technician IV .....	\$105.00/hour
Technician III .....	\$90.00/hour
Technician II .....	\$84.00/hour
Technician I .....	\$78.00/hour
GIS Specialist .....	\$120.00/hour
CADD Specialist .....	\$120.00/hour
CADD/GIS/Data Base II .....	\$110.00/hour
CADD/GIS/Data Base I .....	\$95.00/hour
Senior Technical Editor .....	\$120.00/hour
Technical Editor .....	\$95.00/hour
Project Assistant II .....	\$85.00/hour
Project Assistant I .....	\$75.00/hour
Biologist II .....	\$95.00/hour
Biologist I .....	\$79.00/hour

**Expenses**

<b>Travel</b>	
Airfare, car rental, cab, bus, parking .....	Actual cost
Lodging, meals, phone .....	Actual cost or negotiated per diem rates
<b>Mileage</b>	
Personal vehicle .....	Prevailing IRS rates
Company vehicle .....	Prevailing IRS rates
Daily rate .....	\$90/day + actual gas cost
Half day rate .....	\$45/half day + actual gas cost
Mileage .....	Prevailing IRS rates
<b>Subcontractors/temporary service personnel</b> .....	Actual cost plus 10%
<b>Computers and communications</b> .....	Special services at additional charge
<b>Equipment</b>	
Rentals (e.g., environmental monitors) .....	Actual cost plus 10%
Fabrication in our shop .....	Labor plus materials
Misc. field equipment and supplies .....	Actual cost plus 10%
Meters, gauges, and monitors .....	Separate schedule available upon request

**TERMS**

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

**NOTES**

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Daniel B. Stephens & Associates, Inc.  
FOR THE PROVISION OF Hydrological Analysis SERVICES**

**TERM:**

**FROM:** April 25, 2017

**TO:** April 25, 2018

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Refer to Attachment B.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Daniel B. Stephens & Associates, Inc.  
FOR THE PROVISION OF Hydrological Analysis SERVICES**

**TERM:**

**FROM:** April 25, 2017

**TO:** April 26, 2018

**SEE ATTACHED INSURANCE PROVISIONS**



**Specifications 2**  
**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

*(Not required if consultant provides written verification it has no employees)*

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The **Retroactive Date** must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO  
AND Daniel B. Stephens & Associates, Inc.  
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read;  

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND Daniel B. Stephens & Associates, Inc.  
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

6. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications.
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.  
  
Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.  
  
Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.
9. **Disclosure of Lobbying Activities.** Exhibit 10-Q "Disclosure of Lobbying Activities".
10. **Consultant Management Position Conflict of Interest Confidentiality Statement.** Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement."



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3857

### Amendment No. 5 to MOU between the County of Inyo and Tuolumne County

#### Probation

ACTION REQUIRED

#### ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

#### ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

#### RECOMMENDED ACTION:

- A) Approve Amendment No. 5 to the Memorandum of Understanding between the County of Inyo and the County of Tuolumne to extend the Agreement from July 1, 2023 to June 30, 2025 and set the following daily rates:
  - \$175.00 per day from July 1, 2023 through June 30, 2024 per youth placed at the Mother Lode Regional Juvenile Detention Facility with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and \$210.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and
  - \$185.00 per day from July 1, 2024 through June 30, 2025 per youth placed at the Mother Lode Regional Juvenile Detention Facility with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and \$225.00 per day for every subsequent bed used by Inyo County, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and
- B) Authorize the Chairperson and Chief Probation Officer to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered into an agreement with Tuolumne County on September 22, 2017, to obtain facilities and services for the detention and/or commitment of juvenile offenders. In the last 3 years Inyo County has averaged approximately 3 youth per day detained in any of the four (4) juvenile halls that Inyo has a Memorandum of Understanding with for detention beds. These MOUs include: El Dorado County at a cost of \$350/day for detention and \$400/day for the commitment program; Kern County at a cost of \$175/day for detention and \$200/day for the commitment program; and Tulare County at a cost of \$135/day. In an effort to utilize detention beds in the most cost effective way, a contract with Tuolumne for one (1) guaranteed bed is recommended.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	023101
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure as needed		

**Current Fiscal Year Impact****Future Fiscal Year Impacts**

FY 24/25 the rates will increase to 185.00 per day with a guarantee of one (1) bed at the Tuolumne Juvenile Hall and \$250.00 per day for every subsequent bed used by Inyo County.

**Additional Information****ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Tuolumne County Memorandum of Understanding
2. FY 20-21 MOU Amendment No. 1
3. FY 20-21 MOU Amendment No. 2
4. FY 21-22 MOU Amendment No. 3
5. FY 22-23 MOU Amendment No. 4
6. FY 23-24 Amendment No. 5

**APPROVALS:**

Krystal Leonard	Created/Initiated - 6/13/2023
Darcy Ellis	Approved - 6/14/2023
Krystal Leonard	Approved - 6/14/2023
John Vallejo	Approved - 6/20/2023
Amy Shepherd	Approved - 6/20/2023
Krystal Leonard	Approved - 6/20/2023
Nate Greenberg	Approved - 6/20/2023
Jeffrey Thomson	Final Approval - 6/20/2023

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF TUOLUMNE  
AND  
THE COUNTY OF INYO  
FOR**

**The Placement of Inyo County Detained Juveniles at the Motherlode Regional Juvenile  
Detention Facility**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 28<sup>th</sup> day of July, 2017, by and between the County of Tuolumne, a Political Subdivision of the State of California, (“County”), and the County of Inyo, a Political Subdivision of the State of California, (“Agency”).

**WITNESSETH:**

WHEREAS, Tuolumne County has established a Juvenile Detention Facility designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detailed in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Agency wishes to house juveniles detained in The Motherlode Regional Juvenile Detention Facility (“Facility”) and Tuolumne County wishes to provide available beds to Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

**1. PURPOSE**

The purpose of this MOU is to provide secure detention beds as available to Agency at the Motherlode Regional Juvenile Detention Facility in Tuolumne County.

**2. TERM**

The term of this MOU shall commence on the execution date first herein written above and continue until terminated per section 3 below.

**A. SERVICES**

- i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion.
- ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne County juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate



educational services, medical care and mental health care. Dental care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.

- iii. Tuolumne County may provide emergency medical services without prior authorization from Agency
- iv. Agency minors are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent

## B. PAYMENT

- i. Board and Care: Agency shall pay Tuolumne for the costs of board and care for each minor placed at the Facility under this Agreement. The payment amount shall be at a per diem rate of (\$100.00) for each 24-hour period or portion thereof. The per diem rates set forth in this Agreement are subject to change by the Tuolumne County Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
- ii. Legal Services: Agency shall be solely responsible to make certain that those minors detained in the Facility by order of the Agency Juvenile Court receive all legal services required by applicable law.
- iii. Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceedings is initiated by or on behalf of any Agency minors placed in the Facility, Agency shall be fully responsible to defend this writ and shall defend, indemnify, and hold harmless Tuolumne County, its elected representatives, officers, employees, volunteers and agents from all costs, damages, claims and allegations associated in any way with such a writ.
- iv. Medical and Psychological Services: Routine medical care provided pursuant to Tuolumne County's Agreements with California Forensic Medical Group, Inc., which includes but is not limited to health screening, dental screening, pharmaceuticals and medical supplies, and responding to sick calls are covered in the cost of Board and Care, as set forth above in paragraph i. Agency agrees to pay for or to reimburse Tuolumne County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by an Agency minor placed pursuant to this Agreement that are outside of services provided above. Agency agrees to pay for any costs above \$15,000 per medical/surgical inpatient episode. To the extent authorized by law, Tuolumne County is authorized, without the need for any further authorization, to obtain emergency medical, dental, mental health care for Agency minors housed at the Facility as determined necessary by the appropriate providers of these services at the Facility. All other services must be pre-authorized by Agency.

- v. Education: The cost of regular school expenses is included in the per diem rate. Regular school expenses shall be those provided by the local school district/county office of education within the Tuolumne County Juvenile Detention Facility.
- vi. Billing and Payments: Agency shall pay Tuolumne County within thirty (30) days after receiving notice of payment due. Payment shall be made out to Tuolumne County Probation and mailed to:

Tuolumne County Probation  
Attention Business Manager  
465 South Washington Street  
Sonora, CA 95370

C. TRANSPORTATION

- i. Agency shall be responsible for providing transportation of the minors between Agency and the Facility. In the event Agency fails to provide transportation for a minor from Tuolumne County to Agency within the time frame requested by Tuolumne County, then Tuolumne County shall transport the minor to Agency and Agency shall be responsible for payment of all costs incurred by Tuolumne County for such transportation.
- ii. Tuolumne County provides routine transportation for each Agency minor for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

D. REMOVAL OF MINORS.

- i. Agency shall promptly remove any minors placed in the Facility upon sole determination of the Tuolumne County Chief Probation Officer, or his or her designee, that the effective operation of the Facility requires removal of the minor.

E. COURT DOCUMENTATION:

- i. Agency shall be responsible for providing confirmed Court orders committing minors to the Detention Facility, dispositional reports committing minor to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Tuolumne County staff at the at the time of booking.

3. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days' advance written notice of an intention to terminate.

#### **4. NON-ASSIGNMENT**

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

#### **5. RECORDS**

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, Agency, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

#### **6. COMPLIANCE WITH LAWS/POLICIES**

The parties shall comply with all applicable rules and regulations set forth and any subsequent reporting requirements as directed by the State.

#### **7. CONFIDENTIALITY**

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827 et seq., 5328, 10850 and 14100.2, Health and Safety section 11812, 22 California Code of Regulations section 51009, Title 15 of the California Code of Regulations, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

#### **8. PRISON RAPE ELIMINATION ACT (PREA):**

Tuolumne County will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C.15601 Et. Seq.) (PREA), and with all applicable PREA Standards, Division of Juvenile Justice (DJJ) Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Tuolumne County acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of the contract.

#### **9. NON-DISCRIMINATION**

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

## 1. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

## 2. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

## 3. INDEMNIFICATION

- a. Each party shall indemnify, defend, protect, hold harmless and release the other, their elected bodies/representatives, officers, agents, employees and volunteers, from and against, any and all claims, losses, proceedings, damages, causes of action, liability costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.
- b. The provisions of this Section shall survive the termination or expiration of this Agreement.
- c. In the event of concurrent negligence by Tuolumne County, its elected bodies/representatives, officers, employees, agents and volunteers and those of Inyo County and its elected bodies/representatives, officers, employees, agents and volunteers, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence.

## 4. NOTICE

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

**AGENCY:**  
Chief Probation Officer  
County of Inyo  
P.O. Box T  
Independence, CA 93526  
Fax: (760) 878-0436

**COUNTY:**  
Chief Probation Officer  
County of Tuolumne  
2 South Green Street  
Sonora, CA 95370  
Fax: (209) 533-5510

## 5. PUBLIC RECORDS ACT

Agency is aware that this MOU and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Agency to clearly identify information

Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

#### **15. ENTIRE AGREEMENT AND MODIFICATION**

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

#### **16. ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

#### **17. DISPUTES**

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

#### **18. CAPTIONS**

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

#### **19. COUNTERPARTS**

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

#### **20. OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**21. CONTROLLING LAW**

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

**22. AUTHORITY**

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

<b>COUNTY:</b> 	<b>AGENCY:</b> 
Craig Pedro, County Administrator	Kevin Carunchio, CAO/Clerk of Board of Supervisors of the County of Inyo
	
Linda Downey, Chief Probation Officer	Jeff Thomson, Chief Probation Officer
<b>APPROVED AS TO LEGAL FORM:</b> 	<b>APPROVED AS TO LEGAL FORM:</b>  by John-Carl Vallejo
Sarah Carrillo, County Counsel	Marshall Rudolph, County Counsel
	 Mark Tillemans, Chairman, Board of Supervisors

AMENDMENT #1 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #1 ("Amendment #1") is entered into this 12<sup>th</sup> day of October, 2020 by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 12, 2020, through June 30, 2021; and

WHEREAS, the County and the Agency desire to amend the Services outlined in the MOU as detailed herein.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #1 to this MOU shall commence on July 12, 2020 and terminate on June 30, 2021, unless extended as provided by this MOU.


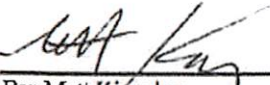


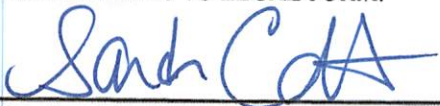

This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2023, by written amendment signed by both parties.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:

- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
  - a. \$175.00 per day per bed, on a space available basis, invoiced monthly.
  - b. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
  - c. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

4. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF INYO
	
By: Tracie Riggs County Administrative Officer	By: Matt Kingsley Chair, Board of Supervisors
	
By: Dan Hawks Chief Probation Officer	By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
	
By: Sarah Carrillo County Counsel	By: Grace Chuchla Deputy County Counsel



AMENDMENT #2 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment # 2 ("Amendment #2") is entered into this 20<sup>th</sup> day of October, 2020, by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 12, 2020, through June 30, 2021; and

WHEREAS, the County and the Agency desire to amend the Services outlined in the MOU as detailed herein.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #2 to this MOU shall commence on July 12, 2020, and terminate on June 30, 2021, unless extended as provided by this MOU.

This MOU may be extended for up to two (2) additional one (1) year periods, through June 30, 2023, by written amendment signed by both parties.

2. Section 2. TERM, A. SERVICES is amended to read as follows:

- i. The County shall provide one (1) "guaranteed" bed in its Facility for the Agency to utilize as needed for each day coinciding with the Highway 108 Sonora Pass being open for travel as determined by the California Department of Transportation during the term of this Amendment #1.
- ii. One guaranteed bed space shall mean the Agency pays County for the bed regardless of it being used to house an Agency youth for approximately six (6) months out of each year that coincides with the Sonora Pass being open for travel. It also means that during this time period when the Agency has a need to house a youth at the facility, the Agency will have one bed space dedicated to it for its use, which may require County to remove other youth in order to accommodate Agency's need for the one (1) bed space.
- iii. If the Agency's juvenile who begins occupying the guaranteed bed while Sonora Pass is open continues to occupy the bed while it is closed, the Agency shall be charged the guaranteed bed rate described in Section 2.B.i.a. for the duration of that juvenile's stay at the Facility.

- iv. In the event a youth occupying a guaranteed bed needs to be removed to maintain for the safety of the youth and/or safety of the staff the Facility, the Chief Probation Officer or Facility Superintendent agrees to notify the Inyo County Chief Probation of the factors necessitating the need for removal in order to determine if said factors can be mitigated to prevent the need for removal. The Tuolumne County Chief Probation Officer or designee will make the final determination as to whether the safe functioning of the Facility requires removal.
- v. The County shall provide "additional" bed(s) at any time for the Agency to utilize as needed, if beds are available. Any additional bed(s) will be provided on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

3. Section 2. TERM, B. PAYMENT is amended to read as follows:

- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
  - a. \$150.00 per day per bed for one (1) bed, which shall be deemed a "guaranteed" bed space available for use by Agency for the time period described in Section 2.A.i. of this Amendment #1, invoiced monthly.
  - b. \$175.00 per day per bed for additional bed(s) beyond the one (1) guaranteed bed minimum, on a space available basis, invoiced monthly.
  - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
  - d. If the Facility ceases operation during the Term of this Amendment #1 or any successive period(s) under this MOU, or if the Agency does not utilize bed space for any portion of the time period described in Section 2.A.i., the Agency will not be refunded any funds provided to the County under this MOU.
  - e. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

4. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

<p>COUNTY OF TUOLUMNE</p> 	<p>COUNTY OF INYO</p> 
<p>By: Tracie Riggs County Administrative Officer</p>	<p>By: Matt Kingsley Chair, Board of Supervisors</p>
	
<p>By: Dan Hawks Chief Probation Officer</p>	<p>By: Jeffrey L. Thomson Chief Probation Officer</p>
<p>APPROVED AS TO LEGAL FORM:</p> 	<p>APPROVED AS TO LEGAL FORM:</p> 
<p>By: Sarah Carrillo County Counsel</p>	<p>By: Grace Chuchla County Counsel</p>

AMENDMENT #3 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #3 ("Amendment #3") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on October 12, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 12, 2020 through June 30, 2021, and to amend the payment terms as described therein; and

WHEREAS, on October 20, 2020, the County and the Agency amended the MOU (Amendment #2) to amend the services and payment terms as described therein; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 1, 2021, through June 30, 2022.

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

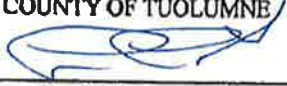
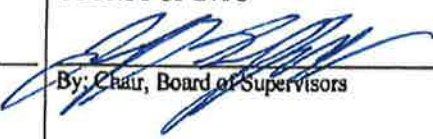
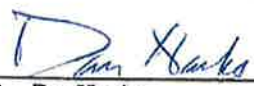

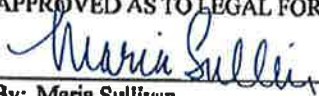
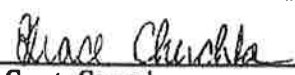
The term of Amendment #3 to this MOU shall commence on July 1, 2021, and terminate on June 30, 2022, unless extended as provided by this MOU.

This MOU may be extended for up to one (1) additional one (1) year period, through June 30, 2023, by written amendment signed by both parties.

2. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF INYO
 By: Tracie Riggs County Administrative Officer	 By: Chair, Board of Supervisors
 By: Dan Hawks Chief Probation Officer	 By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM: 	APPROVED AS TO LEGAL FORM: 
By: Maria Sullivan Deputy County Counsel	By: County Counsel

AMENDMENT #4 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #4 ("Amendment #4") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Tuolumne ("County") and the County of Inyo ("Agency").

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on October 12, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 12, 2020 through June 30, 2021, and to amend the payment terms as described therein; and

WHEREAS, on October 20, 2020, the County and the Agency amended the MOU (Amendment #2) to amend the services and payment terms as described therein; and

WHEREAS, on July 1, 2021, the County and the Agency amended the MOU (Amendment #3) to extend the term for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 1, 2022, through June 30, 2023, and to amend payment terms described therein; and

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #4 to this MOU shall commence on July 1, 2022, and terminate on June 30, 2023, unless extended as provided by this MOU.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:

- i. Board and Care: The Agency shall pay the County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
  - a. \$175.00 per day per bed for one (1) bed, which shall be deemed a "guaranteed" bed space available for use by Agency for the time period described in Section 2.A.i. of Amendment #2, invoiced monthly.
  - b. \$210.00 per day per bed for additional bed(s) beyond the one (1) guaranteed bed minimum, on a space available basis, invoiced monthly.
  - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early




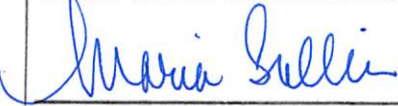
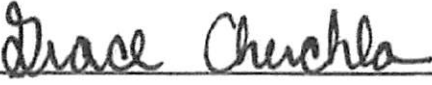
as possible regarding any anticipated or incurred expenses to the best of their ability.

- d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

3. Except as amended herein, all other terms and conditions of the MOU and amendments shall remain in full force and effect.

*(Signatures on the following page)*

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the date written above.

COUNTY OF TUOLUMNE  By: Tracie Riggs County Administrative Officer	COUNTY OF INYO  By: Dan Totheroh Chair, Board of Supervisors
 By: Dan Hawks Chief Probation Officer	 By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:  By: Maria Sullivan Deputy County Counsel	APPROVED AS TO LEGAL FORM:  By: County Counsel



AMENDMENT #5 TO  
MEMORANDUM OF UNDERSTANDING  
FOR  
PLACEMENT OF INYO COUNTY DETAINED JUVENILES AT THE  
MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #5 (“Amendment #5”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Tuolumne (“County”) and the County of Inyo (“Agency”).

WHEREAS, on July 28, 2017, the County and the Agency entered into a Memorandum of Understanding (“MOU”) for the placement of Agency’s detained juveniles at the County’s Mother Lode Regional Juvenile Detention Facility (“Facility”); and

WHEREAS, on October 12, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 12, 2020 through June 30, 2021, and to amend the payment terms as described therein; and

WHEREAS, on October 20, 2020, the County and the Agency amended the MOU (Amendment #2) to amend the services and payment terms as described therein; and

WHEREAS, on July 1, 2021, the County and the Agency amended the MOU (Amendment #3) to extend the term for the period of July 1, 2021 through June 30, 2022; and

WHEREAS, on July 1, 2022, the County and the Agency amended the MOU (Amendment #4) to extend the term for the period of July 1, 2022 through June 30, 2023; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 1, 2023, through June 30, 2025, and to amend payment terms described therein; and

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

The term of Amendment #5 to this MOU shall commence on July 1, 2023, and terminate on June 30, 2025, unless extended as provided by this MOU.

2. Section 2. TERM, A. SERVICES is amended to read as follows:

- i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion. Contracted beds shall not be used for court ordered Secure Youth Treatment Facility (SYTF) youth.
- ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne County juveniles in accordance with federal, state and local laws and regulations. Such services shall include facilitation of appropriate educational services, medical care and mental health

- care. Dental care shall be limited to pain management, injured teeth/gums, and conditions which may lead to malignancies if detention is prolonged.
- iii. Tuolumne County may provide emergency medical services without prior authorization from Agency
  - iv. Agency minors are not eligible to participate, and therefore will not participate, in the Tuolumne County Children's System of Care program and/or its equivalent
3. Section 2. TERM, B. PAYMENT is amended to read as follows:
- i. Board and Care July 1, 2023 – June 30, 2024: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
    - a. \$175.00 per day per bed for one (1) guaranteed bed per month
      - i. Minimum annual payment of \$63,875.00, in twelve (12) equal installments of \$5,322.91 invoiced monthly.
    - b. \$210.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced monthly.
    - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
    - d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
  - ii. Board and Care July 1, 2024 – June 30, 2025: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
    - a. \$185.00 per day per bed for one (1) guaranteed bed per month
      - i. Minimum annual payment of \$67,525.00, in twelve (12) equal installments of \$5,627.08 invoiced monthly.
    - b. \$225.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced monthly.
    - c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
    - d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.
4. Except as amended herein, all other terms and conditions of the MOU and amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF INYO
By: Tracie Riggs County Administrative Officer	By: Board of Supervisors
 By: Dan Hawks Chief Probation Officer	By: Jeffrey L. Thomson Chief Probation Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
By: Maria Sullivan Deputy County Counsel	By: County Counsel



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3812

### Diaz Lake Water System Upgrade Project - Resolution & Notice of Completion Public Works - Parks & Recreation ACTION REQUIRED

**ITEM SUBMITTED BY**

Elsa Fitch, Engineering Assistant II

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Approve Resolution No. 2023-20 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Diaz Lake Water System Upgrade Project," and authorize the Chairperson to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

At the May 17, 2022 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the project for bids. This project was part of the Prop 68 Per Capita grant funding. The project was advertised for bids on July 5th and July 12th, 2022. Clair Concrete, Inc. was the lowest fully responsive and responsible bidder with a total bid of \$409,109.00 on July 27th, 2022. The project was awarded to Clair Concrete, Inc. at the Board meeting on August 9th, 2022. A Notice to Proceed was issued on November 1, 2022. The scope-of-work as defined in the bid package was completed according to the contract with Clair Concrete, Inc. by April 20th, 2023.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	<b>Budget Unit</b>	670200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5630
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which stop notices can be filed and will delay return of retention monies to the Contractor.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Diaz Lake Water System Upgrade Notice of Completion and Resolution

**APPROVALS:**

Elsa Fitch	Created/Initiated - 6/20/2023
Darcy Ellis	Approved - 6/20/2023
Greg Waters	Approved - 6/20/2023
Breanne Nelums	Approved - 6/20/2023
Michael Errante	Approved - 6/20/2023
John Vallejo	Approved - 6/20/2023
Amy Shepherd	Approved - 6/20/2023
Nate Greenberg	Final Approval - 6/21/2023

**RESOLUTION #2023 - XXXXX**

**“A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
DIAZ LAKE WATER SYSTEM UPGRADE PROJECT”**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the **Diaz Lake Water System Upgrade Project** has been completed by **Clair Concrete, Inc. of Bishop, CA** in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the **Diaz Lake Water System Upgrade Project**.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

---

Jen Roeser, Chairperson, Board of Supervisors

**ATTEST:**

Nate Greenberg, Clerk of the Board

by \_\_\_\_\_  
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93526**

---

The area above this line is for Recorder's Use

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the **Diaz Lake Water System Upgrade Project** on the property hereinafter described was completed on **April 20<sup>th</sup>, 2023** and was accepted by the Board of Supervisors, County of Inyo on \_\_\_\_\_.
2. The property on which the **Diaz Lake Water System Upgrade Project** has been completed is located on property owned by Los Angeles Department of Water and Power (LADWP)
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, maintains the Diaz Lake Water System. The real property at which the Diaz Lake Water System is located is owned by LADWP.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted \_\_\_\_\_, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the **Diaz Lake Water System Upgrade Project**, pursuant to contract with the County, is **Clair Concrete, Inc. of Bishop, CA**

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: \_\_\_\_\_  
Michael Errante, Director of Public Works

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the **Diaz Lake Water System Upgrade Project**, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity’s behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante





# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3851

### North Round Valley Bridge Over Pine Creek Bridge Replacement Project - Resolution & Notice of Completion Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Approve proposed Resolution No. 2023-21 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the North Round Valley Bridge Over Pine Creek Bridge Replacement Project," and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

North Round Valley Bridge washed out during the spring runoff of 2017, in a flood event that was declared both a County and State emergency. The County received a 75% matching fund from the California Office of Emergency Services to replace the bridge.

1. Inyo County Board of Supervisors awarded the design consultant contract to MGE Engineering, Inc of Sacramento, CA on July 10th, 2018.
2. The Board subsequently awarded a construction management consulting contract to Fountainhead Consulting Services of Anaheim, CA on July 7th, 2020.
3. The construction contract was awarded to Spiess Construction Company of Santa Maria, CA on January 5th, 2021.
4. Inyo County Public Works formally accepted the bridge structure as constructed on June 12th, 2023.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	034600
-----------------------	------------------	--------------------	--------

<b>Budgeted?</b>	Yes	<b>Object Code</b>	5717
<b>Recurrence</b>	Ongoing Expenditure (through project completion)		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

N/A

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the proposed Resolution authorizing the Public Works Director to file a Notice of Completion and the Contractor would not be paid his retention.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

**ATTACHMENTS:**

1. North Round Valley Bridge Over Pine Creek Replacement Project - Notice of Completion and Resolution

**APPROVALS:**

Greg Waters	Created/Initiated - 6/9/2023
Darcy Ellis	Approved - 6/13/2023
Breanne Nelums	Approved - 6/13/2023
Michael Errante	Approved - 6/14/2023
Greg Waters	Approved - 6/15/2023
John Vallejo	Approved - 6/19/2023
Amy Shepherd	Approved - 6/19/2023
Nate Greenberg	Approved - 6/20/2023
Greg Waters	Final Approval - 6/20/2023

**RESOLUTION #2023 - XXXXX**

**“A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
NORTH ROUND VALLEY BRIDGE OVER PINE CREEK BRIDGE REPLACEMENT  
PROJECT”**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the **North Round Valley Bridge Over Pine Creek Bridge Replacement Project** has been completed by **Spiess Construction Co., Inc.** in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the **North Round Valley Bridge Over Pine Creek Bridge Replacement Project**.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

---

Jen Roeser, Chairperson, Board of Supervisors

**ATTEST:**

Nate Greenberg, Clerk of the Board

by \_\_\_\_\_  
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department  
P. O. Drawer Q  
Independence, CA 93526**

The area above this line is for Recorder's Use

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the **North Round Valley Bridge Over Pine Creek Bridge Replacement Project** on the property hereinafter described was completed on **June 12th, 2023** and was accepted by the Board of Supervisors, County of Inyo on **June 27<sup>th</sup>, 2023**.
2. The property on which the **North Round Valley Bridge Over Pine Creek Bridge Replacement Project** is owned by Inyo County, California
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the **North Round Valley Bridge Over Pine Creek**, which is located north of Bishop, CA.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted **June 27th, 2023**, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the **North Round Valley Bridge Over Pine Creek Bridge Replacement Project**, pursuant to contract with the County, is **Spiess Construction Co., Inc.**

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: \_\_\_\_\_  
Michael Errante, Director of Public Works

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the **North Round Valley Bridge Over Pine Creek Bridge Replacement Project**, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity’s behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3823

### Presentation of Assessor's Office Operations

#### Assessor

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

David Stottlemyre, Assesor

#### ITEM PRESENTED BY

David Stottlemyre, Assesor

#### RECOMMENDED ACTION:

Receive a presentation from the Assessor summarizing the work done within the Assessor's office, and concluding with an introduction to current/future projects followed by Q&A.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Assessor's office is comprised of three key divisions: Assessment Administration, Real Property Appraisals, Personal Property Appraisals. These divisions exist to create the annual assessment roll. Upon certification by the Assessor, the assessment roll is forwarded to the Auditor-Controller and eventually the Treasurer-Tax Collector and is the basis for generating property tax revenue. All actions of the Assessor are governed by statute and are overseen by the California State Board of Equalization. This presentation is designed to provide a general overview of the workflow within the Assessor's office.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

1. Inyo County Assessor Presentation

**APPROVALS:**

Darcy Ellis	Created/Initiated - 6/20/2023
Darcy Ellis	Approved - 6/20/2023
Nate Greenberg	Approved - 6/21/2023
David Stottlemyre	Final Approval - 6/21/2023

Dave Stottlemyre  
Assessor

# AN OVERVIEW OF THE ASSESSOR'S OFFICE



JAN 1, 2023





# Disclaimer

---

- Information only
- Not legal advice
- Seek professional counsel



- 
- The History of Assessors.
  - Our office.
  - Property tax workflow.
  - The fundamentals of the appraisal process.
  - Appeals process.
  - BOE oversight of county assessors.
  - Current and future projects.
- 

# The History of Assessors



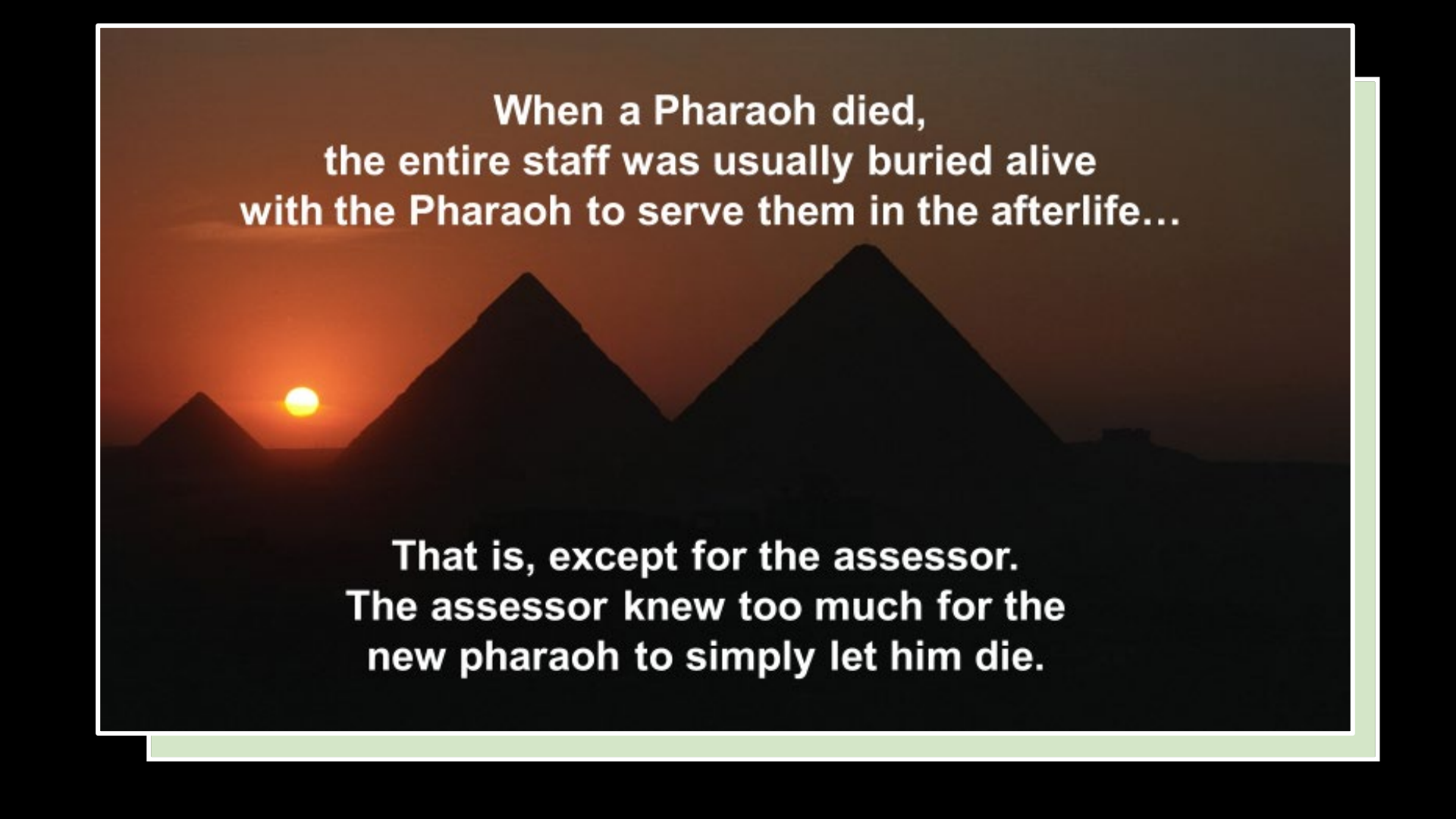
**Property taxes have  
been levied since  
civilization began.**

*Rosetta Stone*  
196 BC



**In ancient Egypt, assessors were called “Scribes” who kept records for the Pharaoh about who owned land, the size of their fields, and the amount of livestock.**



The background of the slide features a silhouette of several pyramids against a sunset sky. The sun is a bright yellow-orange circle on the left side, partially obscured by the pyramids. The sky transitions from a dark orange near the horizon to a dark brown at the top. The entire scene is framed by a light green border.

**When a Pharaoh died,  
the entire staff was usually buried alive  
with the Pharaoh to serve them in the afterlife...**

**That is, except for the assessor.  
The assessor knew too much for the  
new pharaoh to simply let him die.**



## The Apostle Matthew was a tax assessor

*“The tax assessors and  
prostitutes are entering the  
kingdom of God ahead of you”  
...Jesus Christ*

In 1620 the Pilgrims landed  
at Plymouth Massachusetts

The first 102  
Pilgrims formed a  
pact that created  
assessments

People were  
allocated equal  
portions of land,  
but the more  
productive land  
was assessed at a  
higher rate

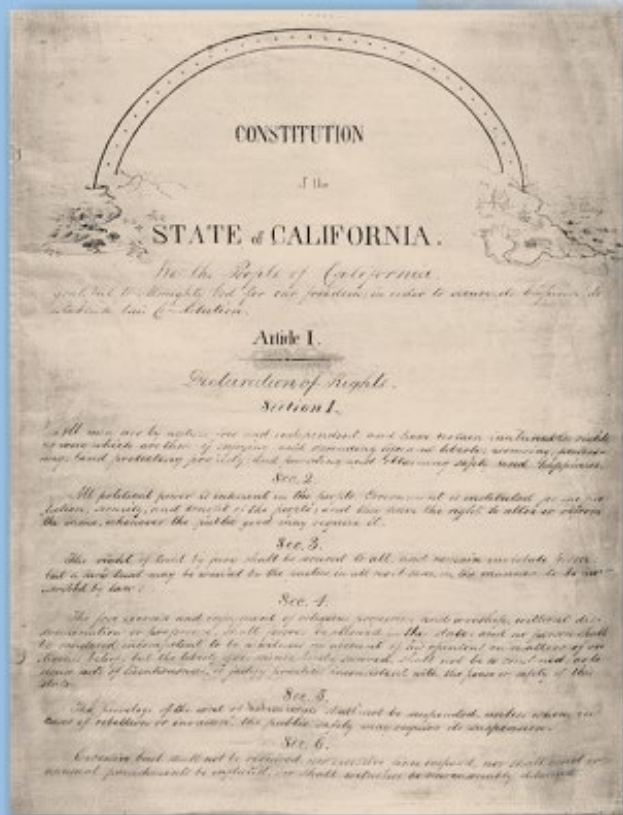




Wyatt Erp  
ran for Sheriff  
of Tombstone to  
protect his  
financial  
interests

The Sheriff was  
both law  
enforcer and  
assessor/  
collector





*Fast Forward* to California in 1850 when the California Constitution provided that each county was to have a constitutionally elected county assessor, district attorney, sheriff, and a local elected governing body.

# Organizational Chart

Assessor  
**Dave Stottlemyre**

Assistant Assessor  
**Allison Krohn**

Auditor-Appraiser  
**Steve Kent**

Appraiser  
**Gabe Dominguez**

Admin & Assessment  
Analyst  
**Katie Bardonnex**

Auditor-Appraiser  
**Vacant**

Appraiser  
**Vacant**

Office Tech  
**Alisha Hanson**

Office Tech  
**Lavon Sargent**



The  
Assessor's  
Office  
Consists of  
three  
divisions:

- Assessment Administration
- Real Property Appraisals
- Business Property Appraisals

# Property Tax Workflow

## City/County Agencies

Provides copies of permits issued

## Recorder

Provides copies of deeds and other recorded documents

## Assessor

Assesses all real and personal property (businesses, manufactured homes, boats, and airplanes) located throughout the County

# Property Tax Workflow

## **Auditor-Controller**

Receives the assessments and applies the appropriate tax rate to determine the actual amount of property tax owed



## **Treasurer-Tax Collector**

Mails out the property tax bills, collects the money, and deposits it in the County Treasury

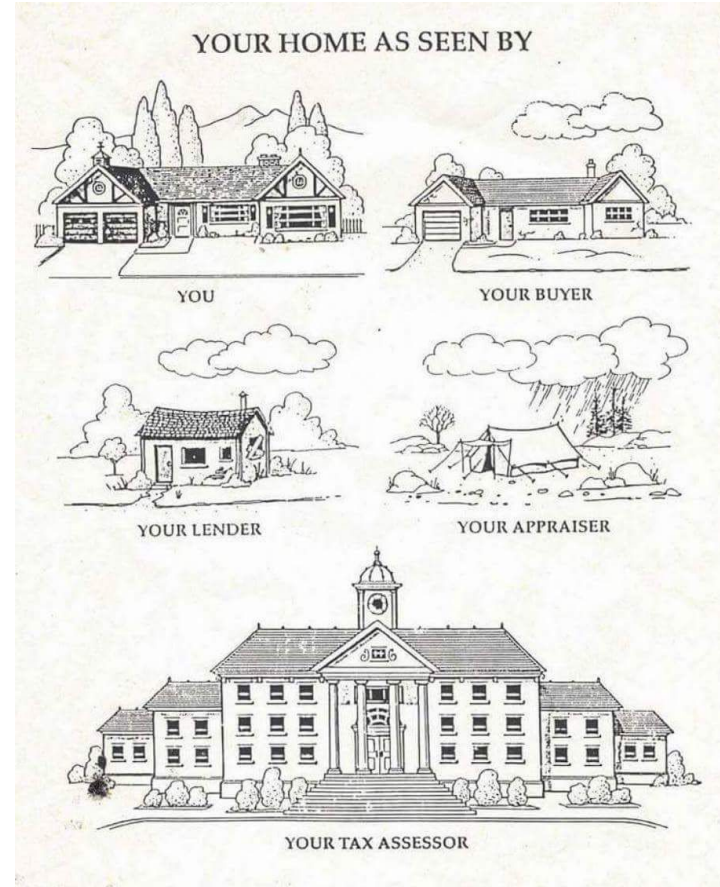


## **Auditor-Controller**

Allocates the money to local taxing agencies, including the County, city, schools and special districts

# Real Property

Value is an  
Opinion ...





**Inyo County  
California**

10,227 square miles or 6,545,280 acres

2nd largest county in CA.

22 official wilderness areas that are part of the National Wilderness Preservation System.

Death Valley National Park consists of 5,262 square miles – over half

NPS, BLM, USFS, DOD, BIA = 92%

Remaining available Land is 8%

Of that 3.9% is owned by LADWP and 2.4% is State owned

**Leaving 1.7% available for private ownership**



# Real Property consists of

---

- **Land**
- Land + Buildings
- Trees & Vines



# Real Property consists of

---

- Land
- **Land + Buildings**
- Trees & Vines



# Real Property consists of

- Land
- Land + Buildings
- **Trees & Vines**





# CA Proposition 13

---

- Passed in June 1978
- Amended the CA Constitution
- 1% Tax Rate
- Acquisition-based System
- Established a Base Year Value
- 2% Inflation Limit



# Proposition 13 How does it work?

- Example: You purchase a house for \$200,000 in 2021.
- Assessor agrees that \$200,000 = fair market value
- A 2021 base value of \$200,000 is determined by the Assessor.
- \$200,000 value x 1% tax rate = \$2,000 taxes due

Maximum increase of 2% per year

Year 2	\$200,000 x 1.02%	= \$204,000 or \$2,040 taxes due
Year 3	\$204,000 x 1.02%	= \$208,000 or \$2,080 taxes due
Year 4	\$208,000 x 1.02%	= \$212,300 or \$2,123 taxes due
Year 5	\$212,300 x 1.02%	= \$216,500 or \$2,165 taxes due



**What happens if  
there is a decline  
in Market Value?**

# CA Proposition 8

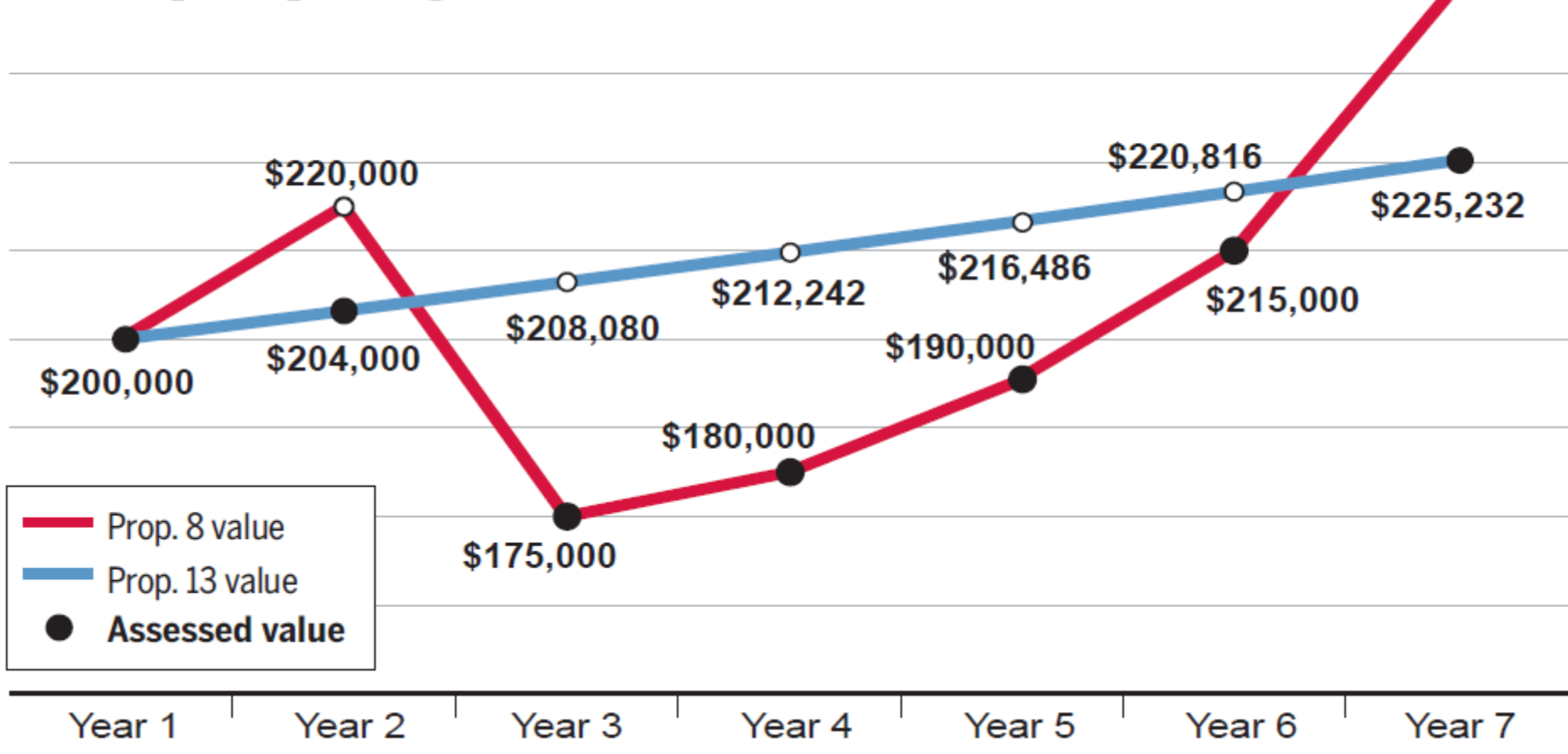
Passed in November 1978

Temporary assessment reduction is authorized

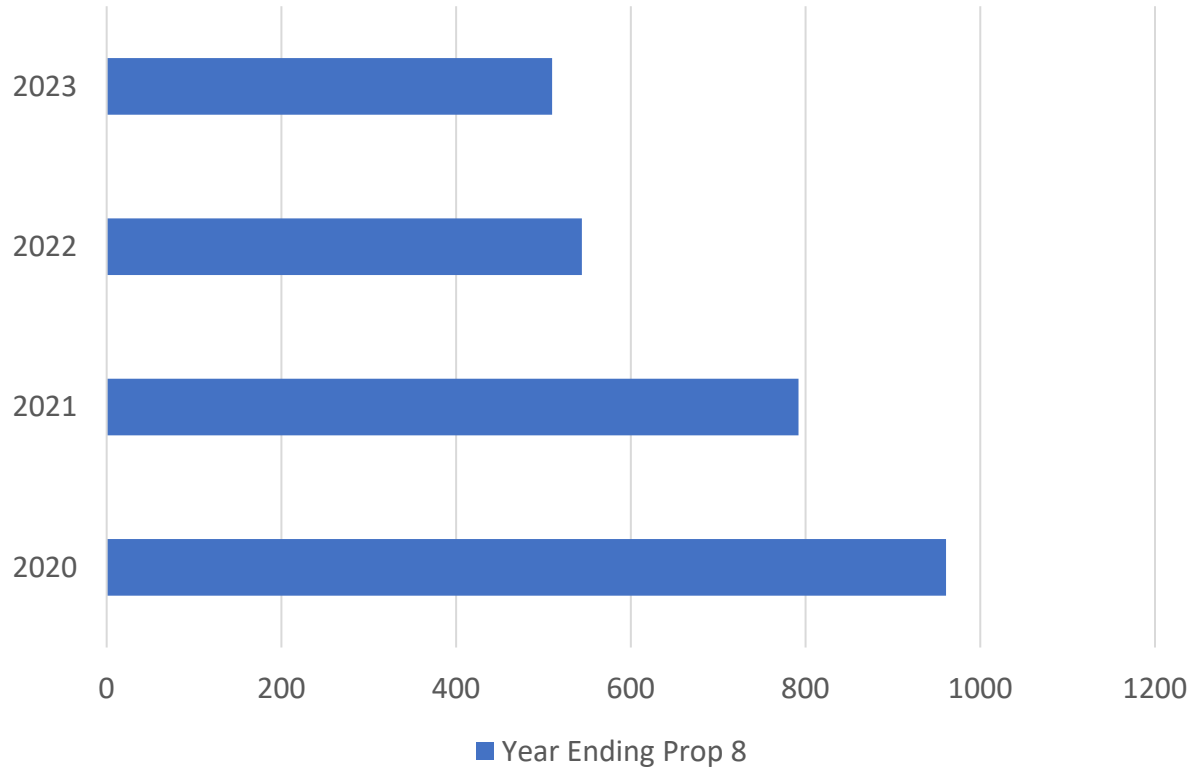
Yearly determination of market value as of Jan. 1

Annual increases are NOT limited to 2%

# How property values are assessed









# There are 3 Appraisal Methods

The most common being the Sales Comparison Approach for most Residential Properties.




**SALES COMPARISON APPROACH: USED FOR ALL PROPERTY TYPES**



**INCOME APPROACH: USED FOR INCOME PRODUCING PROPERTIES SUCH AS COMMERCIAL BUILDINGS AND APARTMENTS**



**COST APPROACH: USED WHEN VALUING A COMPLETED NEW CONSTRUCTION PROJECT**

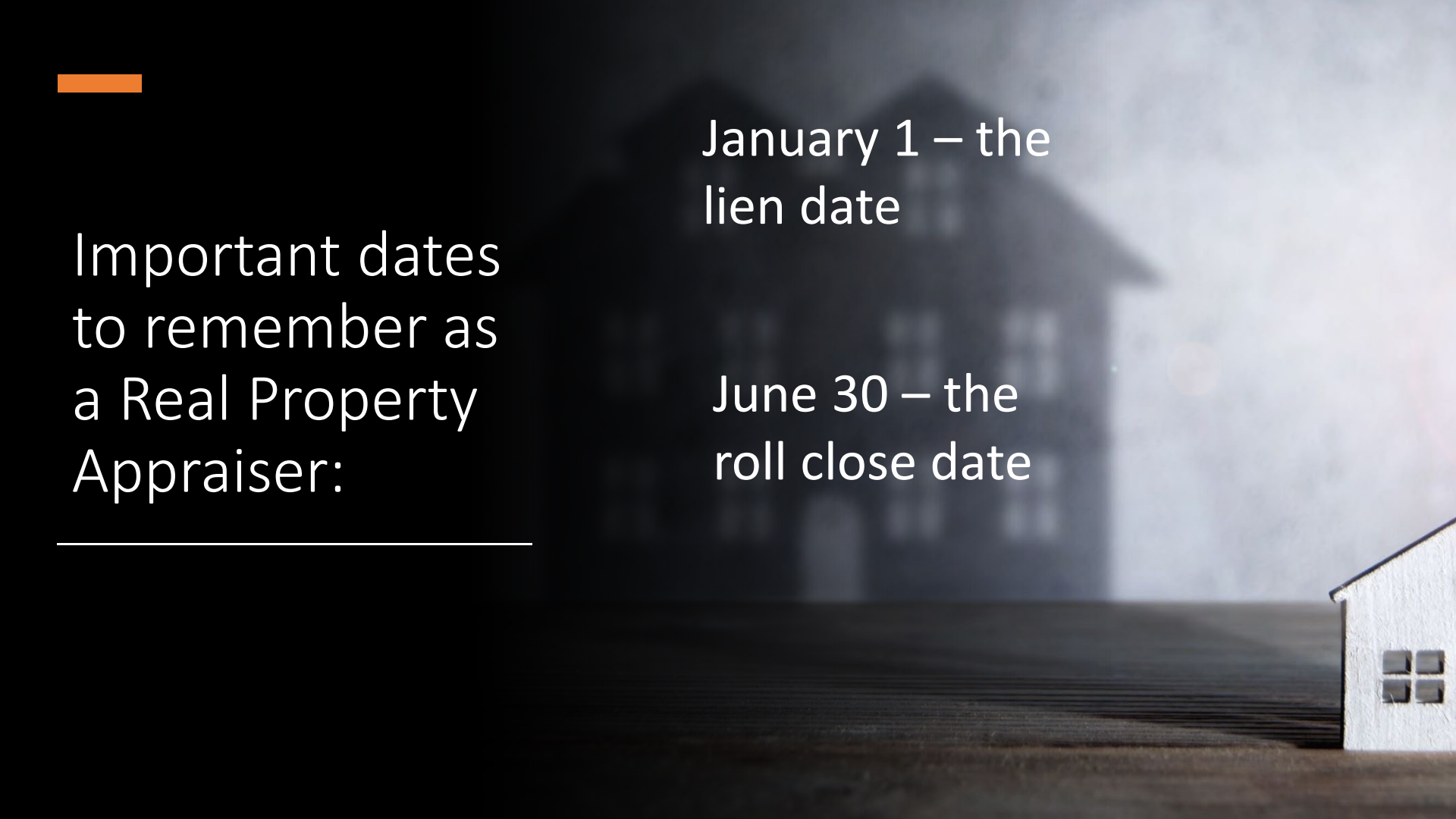


Important dates  
to remember as  
a Real Property  
Appraiser:

---

January 1 – the  
lien date

June 30 – the  
roll close date



# Real Property (Secured) Statistics for 2022:

- # of ALL recorded documents received **657** of that **514** were reappraisable events
- # of NC Permit's received from Inyo Co **520**
- # of NC Permit's received from The City of Bishop **204**
- # of NC Permit's received from Environmental Health and HCD **25**
- # of Prop 8 properties reviewed **554**
- # of Mobile Home Park Reviews completed **142**



2023 Real Property current  
assessment trends:



# Business & Personal Property





# Business & Personal Property consists of

- **Machinery & Equipment**
- Office Furniture
- Business Computers
- Airplanes
- Boats and Vessels

# Business & Personal Property consists of

- Machinery Equipment
- **Office Furniture**
- Business Computers
- Airplanes
- Boats and Vessels







# Business & Personal Property consists of

- Machinery Equipment
- Office Furniture
- **Business Computers**
- Airplanes
- Boats and Vessels

# Business & Personal Property consists of

---

- Machinery Equipment
- Office Furniture
- Business Computers
- **Airplanes**
- Boats and Vessels



# Business & Personal Property consists of

- Machinery Equipment
- Office Furniture
- Business Computers
- Airplanes
- **Boats and Vessels**



# How is Business and Personal property appraised?

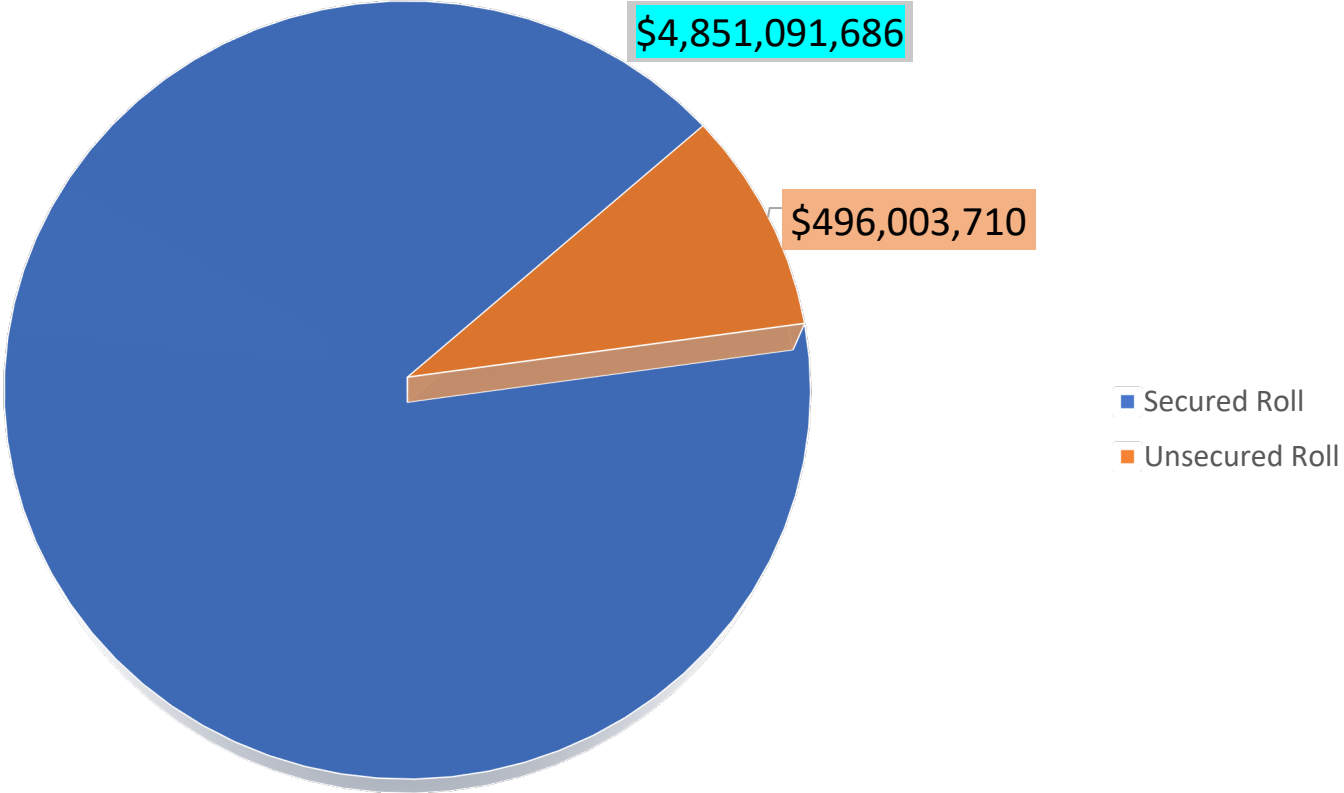
- Statements are generated and mailed out at the beginning of the year
- Statements are due back by 4/1 and considered late after 5/7
- Each account must be manually updated with each statement's reported changes.
- Statements received after the 5/7 date are subject to a 10% late filing fee AND additional assets may be added based on the appraiser's knowledge of that type of business.
- Statements not turned in at all are flagged for Audit and are subject to up to four years of supplemental assessments.

## Current Approximate Number of Unsecured Accounts:

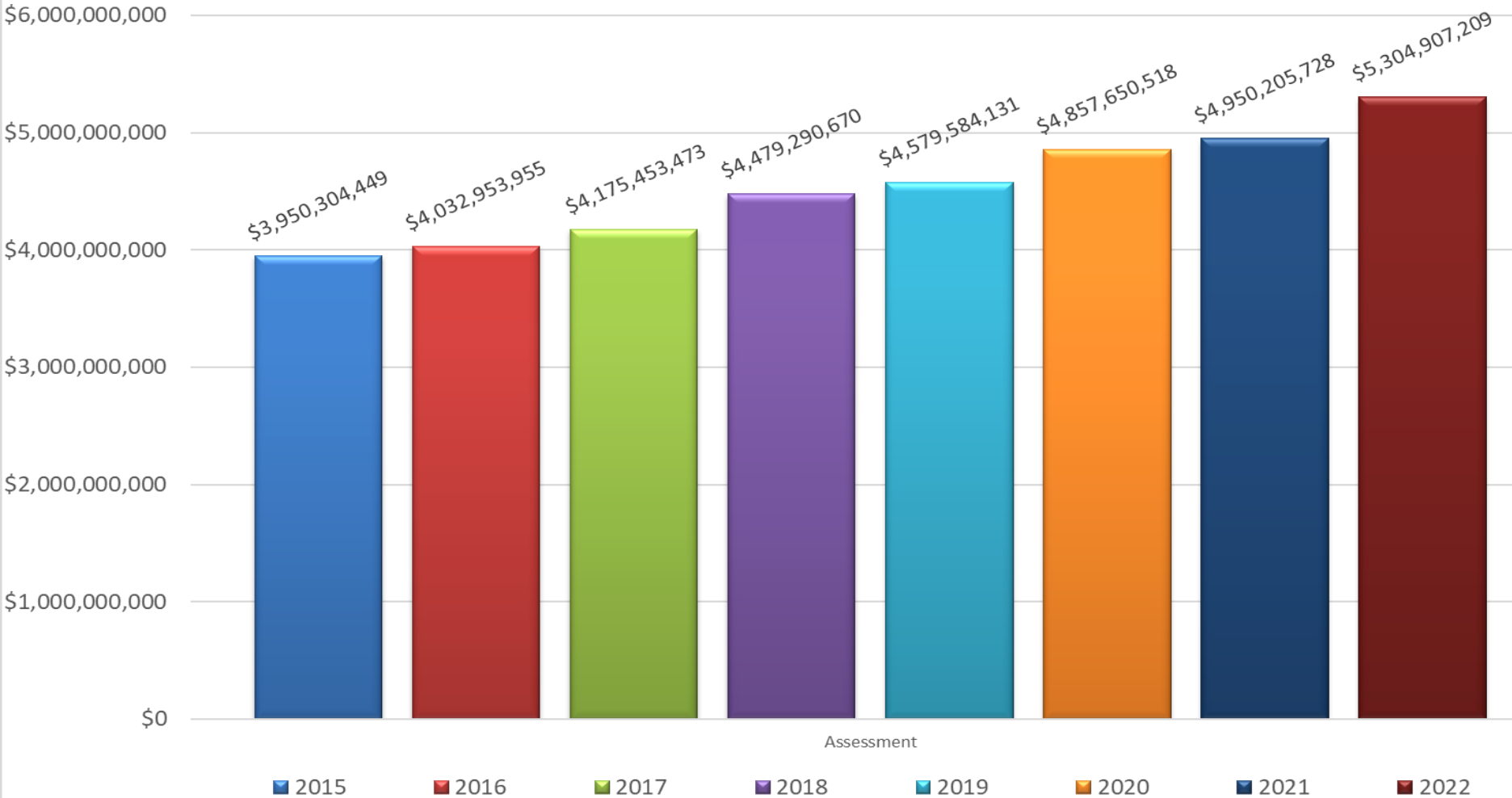
- Business Accounts = 1673
- Airplanes = 54
- Boats & Vessels = 374
- Unpatented Mining Claims = 223 accounts containing approx. 5,000 claims
- Patented Mining Claims = 82

# 2022 Assessment Rolls

Secured & Unsecured



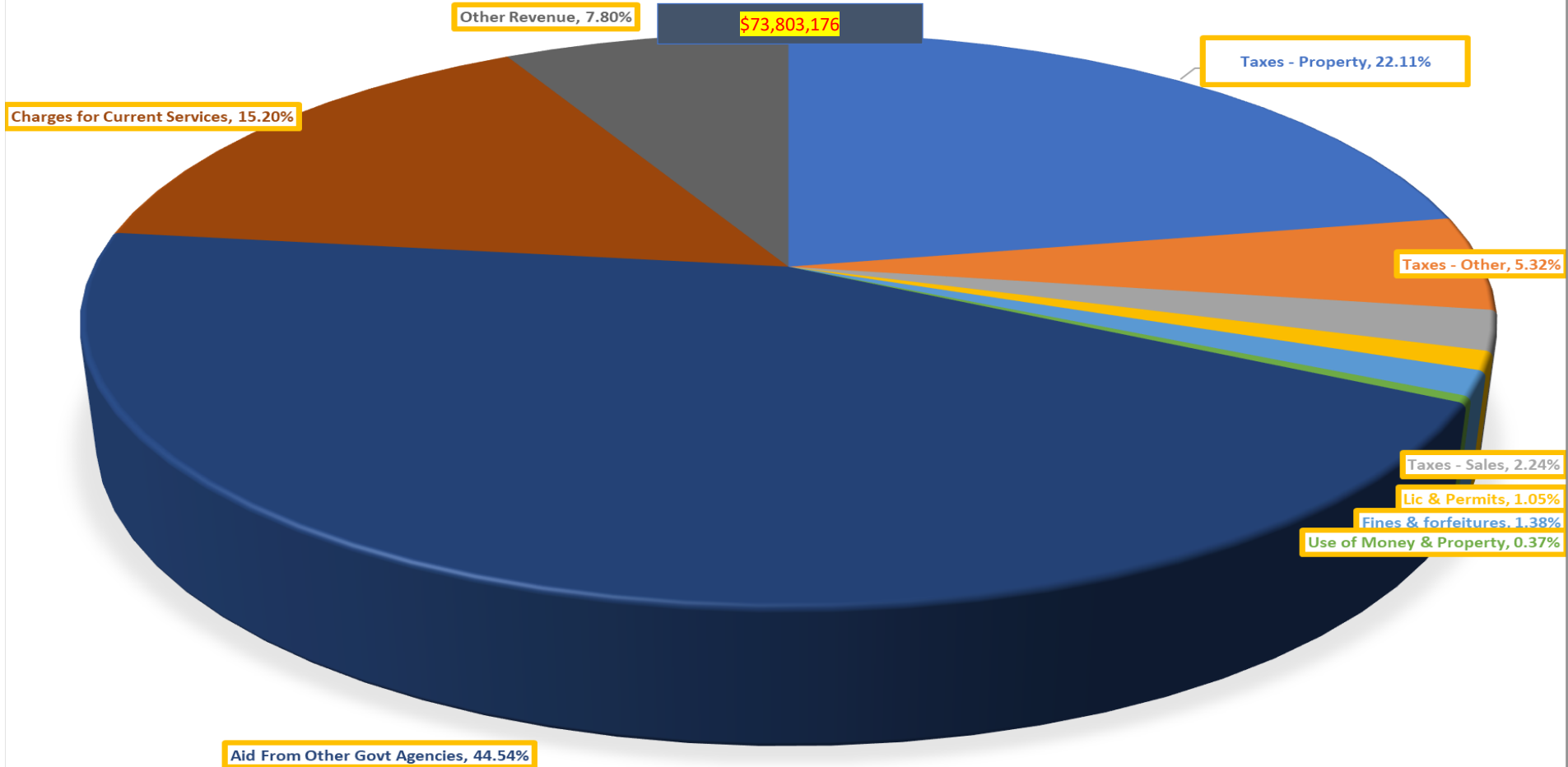
# Assessments



# GENERAL FUND REVENUES

FY 2022-2023

\$73,803,176







2023 Business Property  
current trends:

The image features a man in a dark suit and tie, holding a smartphone in his right hand. The background is a solid blue color with several semi-transparent, overlapping financial charts and currency symbols. On the left, there is a line graph with a yellow line showing an upward trend. In the center, there is a bar chart with blue bars and a red line graph. On the right, there is another bar chart with bars in various colors (orange, blue, grey, purple, green) and a red line graph. Currency symbols like the Euro (€) and Dollar (\$) are scattered throughout the background. The text '2023 Business Property current trends:' is centered in white, bold font.

# Assessment Appeals

---

- Due process for taxpayers
- Formal hearing
- Impartial body
- Evidence

Current number of open appeals: 22



# BOE Oversight



# California State Board *of* Equalization

- Promotes uniformity in assessment
- Property Tax Rules
- Assessor's Handbooks
- Letters to Assessors
- Assessor staff training and certification
- Assessment Practices Surveys



## Current and Future Plans

---

- Enhance permit processing
- Improve our educational outreach process
- Digitize office files
- Ongoing Aumentum improvements
- Reinstate our audit program (12/year)
- Fill vacant positions

We should never forget the work we do each day is critical to Inyo County's economic health, prosperity, and continuing recovery from the pandemic.

Q...A

QUESTIONS & ANSWERS



# INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 27, 2023

Reference ID:  
2023-3788

### Adult and Juvenile Probation Presentation Probation

NO ACTION REQUIRED

**ITEM SUBMITTED BY**

Jeffrey Thomson, Chief Probation Officer

**ITEM PRESENTED BY**

Jeffrey Thomson, Chief Probation Officer

**RECOMMENDED ACTION:**

Receive a presentation on the Adult and Juvenile Probation programs.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Adult and Juvenile Probation Presentation

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	<b>Budget Unit</b>	
<b>Budgeted?</b>	Yes / No	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- Inyo County Probation Presentation

**APPROVALS:**

Krystal Leonard

Created/Initiated - 5/9/2023

Darcy Ellis  
Krystal Leonard  
Jeffrey Thomson  
Krystal Leonard  
Nate Greenberg  
Jeffrey Thomson

Approved - 5/9/2023  
Approved - 5/9/2023  
Approved - 6/20/2023  
Approved - 6/20/2023  
Approved - 6/20/2023  
Final Approval - 6/20/2023



## **2023 OVERVIEW**

# **Inyo County Probation Department**





# MISSION / VISION

## Mission Statement

Our mission is to serve the community and the Court by providing meaningful, timely information, enforcing court orders, assisting victims, and facilitating the re-socialization of clients through research-based treatment modalities.

## Inyo County Probation Department Vision

Our Vision is to provide services that allow our clients to remain in the community as productive citizens while assisting in repairing harm to our community. This is accomplished by:

- Ensuring clients comply with Court orders and supervision conditions and helping the clients to learn to act in socially responsible ways.
- Aiding victims of crime and collecting restitution.

## Program Elements

Supervision

Victim advocacy

Fairness and Respect

Investigations

Integrity

Accountability, both client and systemic

Community Protection

Behavior Change Using Best Practices



# WHAT IS PROBATION?

## Community - Pride - Progress

*Restoring Trust and Creating Hope*

As a criminal justice sanction, probation is a tool that holds people convicted of crimes accountable and helps oversee their rehabilitation using evidence-based rehabilitation strategies. Evidence-based practices are supported by scientific research to reduce recidivism.

The goal of Probation is to prevent crime and delinquency, reduce recidivism, restore victims and promote healthy families and communities by doing the following:

- Making recommendations to the courts and enforcing its orders in communities by providing supervision and treatment for juveniles and adults.
- Administering research-based juvenile and adult probation programs.



# CORE & MANDATED SERVICES

## COURT SERVICES

<b>INVESTIGATION AND RECOMMENDATION TO COURT</b>	<u>1000.1(b) PC</u>
<b>APPOINTMENT FOR SENTENCE (20 days for a POR)</b>	<u>1191 PC</u>
<b>VICTIM NOTIFICATION OF SENTENCE PROCEEDINGS</b>	<u>1191.1 PC</u>
<b>VICTIM'S RIGHTS</b>	<u>1191.2 PC</u>
<b>CONDUCT AND WORKTIME CREDITS</b>	<u>1191.3(b) PC</u>
<b>PRE-SENTENCE INVESTIGATION</b>	<u>1203 PC</u>
<b>INVESTIGATION REPORT</b>	<u>1203(b)(1)</u>
<b>RECOMMENDATION GRANTING OR DENYING PROBATION</b>	<u>1203(b)(2)(A) PC</u>

<b>MISDEMEANOR CASES</b>	<u>1203(d) PC</u>
<b>INVESTIGATION TO DETERMINE RESTITUTION FOR DEFENDANTS INELIGIBLE FOR PROBATION</b>	<u>1203(g) PC</u>
<b>SEX OFFENDER ASSESSMENT AND EVALUATION</b>	<u>1203(b)(3)) PC</u>
<b>DOMESTIC VIOLENCE (Presentence Investigation and recommendation) 52 WEEK PROGRAM CERTIFICATION</b>	<u>1203.097 PC</u>
<b>SENTENCING (Early termination, modification, discharge of sentence, change of plea)</b>	<u>1203.2a PC</u>
<b>PROP 36 (Drug diversion)</b>	<u>1210.1 PC</u>
<b>RESTITUTION</b>	<u>1203(b)(2)(D)(i-ii) PC</u>



# CORE & MANDATED SERVICES

## SUPERVISION SERVICES

<b>PROBATION SUPERVISION</b> PRCS/MSO	AB109, AB117, PC 3450 PC 3465 & PC1170(h)(5)(b)
<b>COURT ORDER SUPERVISION</b> PROBATION IS ESSENTIAL	1202.7 PC
<b>SUPERVISION</b> VOP	1203.2(a) PC
<b>FLASH INCARCERATION</b>	1203.35 PC
<b>SUPERVISION TRANSFERS IN</b>	1203.9 PC
<b>DOMESTIC VIOLENCE BATTERER'S CERTIFICATION</b>	1203.097 PC
<b>INTAKE</b>	1203.12 PC

<b>SEX OFFENDER: GPS SUPERVISION</b>	1202.8 PC
<b>DNA REQUIREMENTS</b>	296 PC
<b>GANG VIOLENCE SUPPRESSION (Funding)</b>	13826.5 PC
<b>INTERSTATE COMPACT</b>	11177(2)PC
<b>SUPERVISION RECORDS</b>	1203.10 PC
<b>DRUG TESTS</b>	1203.1ab



# CORE & MANDATED SERVICES

- **Policy Reforms**
- **Reducing Revocations  
(for technical violations)**
- **Evaluating Fines & Fees**
- **Specialization of Caseloads**
- **Collaboration and partnerships**
- **Technology**
- **Community Engagement**
- **Evidenced Based Practices**



# PROBATION DEPARTMENT STRUCTURE

## EXECUTIVE MANAGEMENT DIVISION

- Chief Probation Officer
- Deputy Chief Probation Officer
- Probation Manager
- Administrative Analyst III

## ADMIN. SERVICES DIVISION

- |                         | FTE |
|-------------------------|-----|
| • Legal Secretary III   | 1.0 |
| • Office Technician III | 1.0 |
| • Office Clerk III      | 1.0 |

## ADULT SERVICES DIVISION

- |  | FTE |
|--|-----|
| • Deputy Probation Officer III                                   | 2.0 |
| • Deputy Probation Officer II                                    | 1.0 |
| • Deputy Probation Officer III (vacant)<br>(Pretrial MOU, 1 DPO) | 2.0 |
| • Probation Services Coordinator                                 | 1.0 |

## JUVENILE SERVICES DIVISION

- |  | FTE |
|--|-----|
| • Deputy Probation Officer III           | 1.0 |
| • Deputy Probation Officer I/II (vacant) | 1.0 |
| • Rehabilitation Specialist III          | 3.0 |
| • Rehabilitation Specialist II           | 2.0 |
| • Rehabilitation Specialist I (vacant)   | 3.0 |



# ADMINISTRATIVE SERVICES



**Some make the world go  
round; others watch it turn.**

Jimmy Buffett

quotzlandy



# ADMINISTRATIVE SERVICES

Administrative staff are the first members you see or talk to as you encounter the Department.

They complete a wide variety of tasks within the Department including:

- Data Entry
- Review and Edit Reports
- Payroll
- Collection of monies
- Contracts within the County





# ADMINISTRATIVE SERVICES

## ADMINISTRATIVE HIGHLIGHTS

*Total number of adult reports reviewed and edited in 2022 – 187*

*Report Types:*

- *Felony/Misdemeanor Sentencing*
- *Supplemental Reports*
- *Evaluations*
- *1203(c)*
- *1203.4*
- *1170(h)*

*Number of Juvenile referrals 2022 - 138*

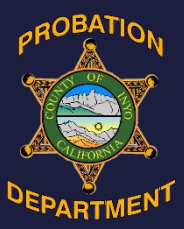
*Total number of Juvenile reports reviewed and edited in 2022 – 44*

*Report Types:*

- *Dispositional*
- *Detention*
- *Review*

*Total amount of Victim Restitution collected in 2022*

*\$17,577*



# ADULT SERVICES

Holding  
ourselves or others  
accountable for actions  
makes change possible

  @jamesguaylmft



# CASELOADS, PROGRAMMING, SERVICES

## Supervision Caseloads

### Collaborative Courts

- Drug Court
- Re-Entry Court

(Post Release Community Supervision & Mandatory Supervision client)

### Domestic Violence Supervision

### Alcohol, Drug & Property Crimes

### Violent crimes (non-DV)

### Mental Health Diversion

### Pretrial Supervision

### Interstate Compact



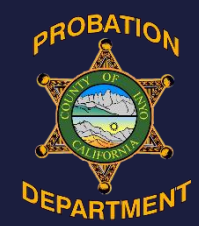


# CASELOADS, PROGRAMMING, SERVICES

## PROGRAMS

- Evidence Based Interactive Journaling
- Courage to Change series
- Anger Management
- Drug Court
- Corrective Actions Curriculum
- Breaking the Cycle Curriculum
- Electronic Monitoring
- Moral Reconciliation Therapy
- Domestic Violence-MRT
- Coping with Anger-MRT
- Thinking for Good-MRT (Confronting Anti-social & Criminal Thinking)
- Breaking the Chains of Trauma MRT (Women's. & Men's version)
- What Do I Do Now? Opioid program

**“The secret to change is to focus all of your energy not on fighting the old, but on building the new” - Socrates**



# CASELOADS, PROGRAMMING, SERVICES

## SERVICES

- Court: Reports, terms and conditions, VOP complaints, Pretrial Supervision, program supervision.
- Community events: Shop w/ a Cop, Job fairs, DV symposiums, Opioid symposium, Every 15 minutes, National Night Out
- Emergency housing assistance
- Transportation assistance (providing bus passes, bicycles, etc..)
- Residential Treatment; intake and transportation
- Reentry assistance; clothing, employment, legal documents
- Referrals to other services





# SOME OF THE MANY SKILLS REQUIRED TO BE A PROBATION PROFESSIONAL

## **Skills Acquired and Used by Probation Officers:**

- Command Presence
- Confidence
- Emotional Intelligence
- Motivational Interviewing
- Role Play
- Trauma Informed Care
- Use of appropriate sanctions & incentives to enhance motivation
- Techniques to enhance intrinsic motivation



# KEY INITIATIVES & BUDGET IMPLICATIONS

- **AB 109** **Community Correction Partnership Funding**
- **Pretrial** **SB129 – Pretrial MOU with Court**
- **Domestic Violence Treatment** **SB 678 (Community Correction Incentive) and CCP Funding**
- **Care Court** **No funding directly to probation**



# CELEBRATIONS

## Drug Court 2021-2022

Referrals - 25

Accepted to program - 17

Graduations - 10

## Re-Entry 2021-2022

Released from CDCR on PRCS - 24

Released from County jail on MSO - 4

Successful completions - 6







# AND MORE CELEBRATIONS



## Programming success continued

### Domestic Violence

### MRT Program

2022 completions- 14

No new domestic violence crimes committed by those who successfully completed the program





# COMMUNITY SERVICE



**"TO MOVE FORWARD,  
YOU HAVE TO GIVE  
BACK."**

**- OPRAH WINFREY**



# COMMUNITY WORK SERVICE

*Total number of hours donated to the community in 2022 was 1,252*

## SITES THROUGHOUT THE COUNTY

- Salvation Army
- Toiyabe
- Round Valley School
- Inyo Council for the Arts
- Millpond Music Festival
- IMAH Thrift Store
- Wild Iris
- Chamber of Commerce
- Bishop Tribe
- Cemetery – LP
- Tribal Suicide Prevention-bag stuffing
- Community Garden
- Lion’s Club booth
- Fairgrounds
- Healthy Comm. – LP
- County Building – LP
- Thrift Store – LP
- Juvenile Detention Center – Ind
- Lavender Ranch – LP
- Town Park - LP
- VFW Club Breakfasts
- Laws Railroad Museum
- Easter Egg Hunt
- Trout Derby
- Mule Days
- Resilience Symposium
- Memorial Day Flags
- Graffiti Removal
- Eastern California Museum – Ind
- Cemetery/Flags – BP
- American Legion – BP
- Skate Park – LP



# JUVENILE SERVICES

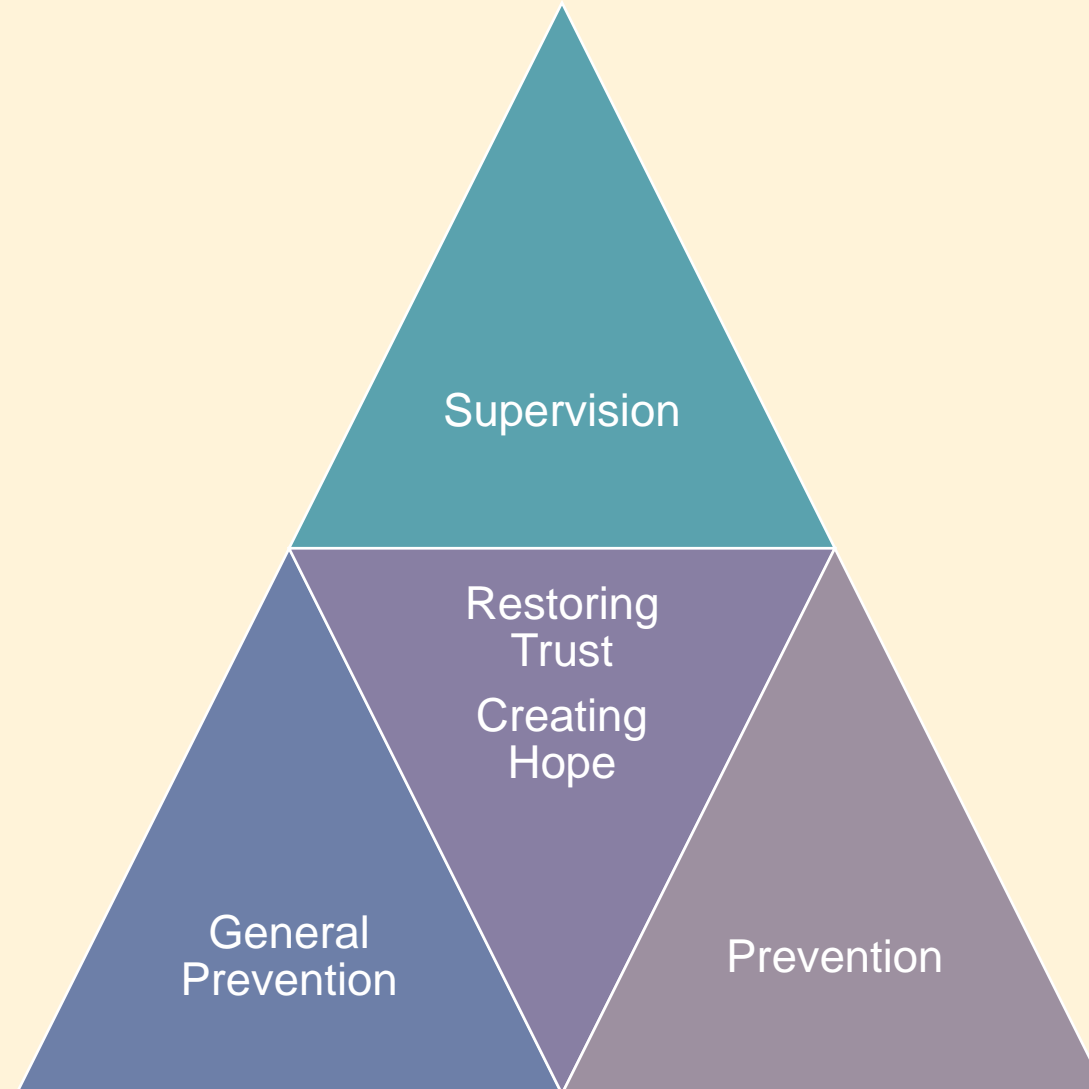
An ounce of prevention  
is worth a pound of cure.

Benjamin Franklin

quote fancy



# PREVENTION is the foundation





# GENERAL PREVENTION

- Presence at public events
- Public education
- Assisting with community events
- Presentations to community
- Collaboration with other agencies





# PREVENTION PROGRAMMING

## Early Intervention

- Group programming
- Mentoring support
- Informal services
- Evidence-based programming
- Short term (targeted) support
- Summer and after school programs



*In the 2021-2022 school year, 120 local students participated in the Early Intervention Program and Juvenile Supervision per month. 86 of these youth were not on Probation.*



# MORE PREVENTION

## Some of our Event Partners

- Big Pine Tribe
- Bishop Tribe
- California Highway Patrol
- Healthy Communities of Southern Inyo
- HHS Outdoor Camps
- Inyo Council for the Arts
- Inyo County Sheriff Office
- Inyo County Office of Education
- Inyo County Veterans Program
- Lone Pine Tribe/ Lone Pine TANF
- Mexican Consulate
- North Star Counseling
- Sacred Rok
- Toiyabe Wellbriety







# SOME PREVENTION HIGHLIGHTS

## Lone Pine High School Mock Crash

-January 27, 2023



## Summer Programming

-Bishop, Lone Pine, Big Pine

*116 Youth served Summer of 2022*



## Probation Long Beach Aquarium Trip

-July 28, 2022

*6 Youth Participated*





# SUPERVISION & CURRENT SERVICES

## Weekend Work Program

(A Program Alternative to Secure Detention)

## A Glance at Current Programs

- Early Intervention at BUES, HSMS, BUHS, KBS, JKBS, BPS, OVS, LP schools (RV and DV-working on it)
- After school Program-Keith Bright, LP Groups
- Girls Group-HSMS, BUHS, LP Office
- Boys Group-Lo-Inyo
- Weekend Work Program-2x per month
- Anger Management-JKBS
- Vaping Cessation-HSMS, JKBS
- DMV Permit Tutoring Class
- Victim Awareness Program
- Every 15 minutes at BUHS
- Sacred Rok (Collaborative)
- Toiyabe Wellbriety (Collaborative)



## In the Works

LP Summer Programming

Collaborating with Eastside Student Center

Expanding representation at after school programs

*In 2021-2022, 15 youth provided 196 hours of work service throughout Inyo County communities for Weekend Work Program.*



# RESULTS FOR JUVENILE PROGRAMS

- Increased demand for Early Intervention Services
- Increased need for Summer Programming
- Reduced numbers for formal supervision
- Reduced need for Court Intervention
- Reduced numbers for Placements
- Increased collaboration with Agency Partners
- Increased connection with community



# JUVENILE INSTITUTIONS

## **MOU/Contract with El Dorado, Tuolumne, Kern, and Tulare Counties**

- Juvenile Detention is used as a last resort after using alternative services and programs.
- Youth are detained when there is a need for the protection of the youth or others.
- Youth arrested by law enforcement are assessed with the Detention Risk Assessment Instrument (DRAI) to help identify the need for detention.



# JUVENILE INSTITUTIONS

## Juvenile Detentions in 2022

Number of youth detained: 8

Cost to Detain Youth:

\$175 - \$400 youth/day

Number of youth booked: 6

Travel Cost: 2 staff per trip.

Length of stay: 6 - 365 days

6 trips per youth (court: detention, settlement, disposition)

Both male and female

Secure Youth Treatment Facility:

\$400+. There is no set cost yet.

Age: 14-17 years

SB 823 funds will cover most of the cost.



# KEY INITIATIVES & BUDGET IMPLICATIONS

- Juvenile accountability without criminalization
- Alternatives to justice system involvement
- Individualized response based on needs and risks
- Confinement only when necessary for public safety
- Juvenile Detention
- SB 823 - DJJ - Division Of Juvenile Justice closure
- JJCPA – Juvenile Justice Crime Prevention Act
- YOBG – Youth Offender Block Grant
- CCR - Continuum of Care Reform
- FFPSA - Family First Prevention Services Act
- Cost of detention is increasing – beds and transportation



# PROBATION IS A CONNECTOR

