

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

REGULAR MEETING

August 6, 2024 8:30 AM

Public Comment on Closed Session Item(s)
 Comments may be time-limited

CLOSED SESSION

- 2) Conference with Legal Counsel Anticipated Litigation Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one potential case.
- 3) Conference with County's Labor Negotiators Pursuant to Government Code §54957.6 Regarding employee organizations: Deputy Sheriff's Association (DSA); 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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Auditor-Controller Amy Shepherd, and Assistant Director of Budgets and General Services Denelle Carrington.
- 4) Conference with Real Property Negotiators Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8 Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg,

John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.

- 5) Public Employment Pursuant to Government Code §54957 Title: Assistant County Administrator.
- 6) Conference with Legal Counsel Initiation of Litigation Pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9.

 Name of case: Southern California Edison Company v. California State Board of Equalization, et al. Case number: 30-2024-01403215-CU-MC-CXC.

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. 7) Pledge of Allegiance
 - 8) Report on Closed Session as Required by Law
 - 9) Employee Service Recognition The Board of Supervisors will recognize employees who have achieved service milestones during the second quarter of 2024.
 - **10) Update -** Members of the Eastern Sierra Tri-County Fair Board will provide a report on recent issues involving the fairgrounds.
 - 11) Public Comment Comments may be time-limited
 - 12) County Department Reports

CONSENT AGENDA

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

13) 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 meeting of July 9, 2024 and special meeting of July 23, 2024.

14) Memorandum of Understanding between Inyo County and Independence Fire Safe Council for Custody and Maintenance of the Meeting Owl 3 County Administrator - Emergency Services | Kristen Pfeiler

Recommended Action:

Approve the Memorandum of Understanding between Inyo County and the Independence Fire Safe Council for custody and maintenance of the Meeting Owl 3.

15) Approval of Contract for Legal Services - General Labor and Employment Advice and Representation

County Administrator - Personnel | Keri Oney

Recommended Action:

Ratify and approve the contract between the County of Inyo and Atkinson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, for an amount not to exceed \$420,000 for the term July 1, 2024 through June 30, 2025, contingent upon the Board's adoption of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement.

16) Contract with North American Mental Health Services for Provision of Mental Health Services via Tele-Psychiatry

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action:

Ratify and approve the contract between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of mental health telepsychiatry services in an amount not to exceed \$190,800 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

17) Contract with Advocates for Human Potential for the Behavioral Health Bridge Housing Program

Health & Human Services - Behavioral Health | Melissa Best-Baker

Recommended Action:

Approve the contract between the County of Inyo and Advocates for Human Potential of Sudbury, MA for the provision of Behavioral Health Bridge Housing program services in an amount not to exceed \$1,488,504.00 for the period of January 11, 2024 to June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

18) Grant Award from California Department of Public Health for California HIV Surveillance Program

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action:

Ratify and approve the California HIV Surveillance Program Grant Agreement between the County of Inyo and the California Department of Public Health for the provision of local HIV surveillance activities with funding amount up to \$21,935 for the period of July 1, 2024 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Health and Human Services Director to sign the agreement, Contractor Certification Clause, and California Civil Rights Laws Attachment.

19) Request for Street Closure for Private Party on Laws Avenue in Keeler

Public Works | Michael Errante

Recommended Action:

Approve road closure on Laws Avenue in Keeler on August 17, 2024 between noon and midnight for a private celebration.

20) Inyo Fish & Wildlife Commission Letter to California Fish & Game Commission

Inyo County Fish & Wildlife Commission | Assistant Clerk of the Board

Recommended Action:

Authorize the Inyo County Fish & Wildlife Commission to send a follow-up letter to the State Fish & Game Commission regarding mountain lion predation of mule deer and endangered Sierra Nevada Bighorn Sheep, and possibly send a similar letter from the Board of Supervisors.

REGULAR AGENDA

21) Community Wildfire Protection Plan

County Administrator - Emergency Services | Mikaela Torres 30 minutes (20min. Presentation / 10min. Discussion)

Recommended Action:

Approve Resolution No. 2024-23, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the Community Wildfire Protection Plan," and authorize the Chairperson to sign.

22) Aspendell Parcel Divestment

County Administrator | Meaghan McCamman 10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

- A) Approve Resolution No. 2024-24, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring Certain County Owned Property Exempt Surplus Land Pursuant to the California Surplus Land Act," and authorize the Chairperson to sign;
- B) Direct staff to complete the Surplus Land Act exemption process by submitting the resolution to the California Department of Housing and Community Development, and offering the land to the adjacent property owner, the Aspendell Mutual Water Company; and
- C) Consistent with Government Code section 25526.5, find that the requirement of the County's Real Property Management Policy to offer the parcel to other public agencies will not further the purpose of the policy, waive the policy, and direct the CAO to enter directly into negotiations with the Aspendell Mutual Water Company for the sale of said property and return to the Board with a purchase and sale agreement accordingly.

23) Resolution from the Owens Valley Unified School District

Clerk-Recorder - Elections | Danielle Sexton 2 minutes

Recommended Action:

- A) Order consolidation of the election for the Measure provided within Resolution #2324-003 from the Owens Valley Unified School District with the November 5, 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and
- B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

24) Resolution from the Lone Pine Unified School District

Clerk-Recorder - Elections | Danielle Sexton 2 minutes

Recommended Action:

- A) Order consolidation of the election for the Measure provided within Resolution 2023-24-10 from the Lone Pine Unified School District with the November 5, 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and
- B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

25) Resolution from the Bishop Unified School District

Clerk-Recorder - Elections | Danielle Sexton 2 minutes

Recommended Action:

- A) Order consolidation of the election for the Measure provided within Resolution 24-25-03 from the Bishop Unified School District with the November 5, 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and
- B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

26) Resolution from the Bishop Unified School District for the School Facilities Improvement District No. 2024-1. (SFID 2024-1)

Clerk-Recorder - Elections | Danielle Sexton 2 minutes

Recommended Action:

A) Order consolidation of the election for the Measure provided within Resolution 24-25-02 from the Bishop Unified School District with the November 5 2024 General Election, including the canvass of the election

- results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and
- B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

27) Inyo County Telework Policy

County Administrator | Nate Greenberg, Keri Oney 30 minutes (10min. Presentation / 20min. Discussion)

Recommended Action:

Approve the Inyo County Telework Policy.

ADDITIONAL PUBLIC COMMENT & REPORTS

28) Public Comment

Comments may be time-limited

29) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects

OF TO THE OF THE

COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526 760-878-0377 760-878-0465 (Fax)

MEMORANDUM

To:

Department Heads

From:

Denelle Carrington, Assistant Director of Budget and General Services

Date:

July 18, 2024

Re:

Employee Service Awards for 2nd Quarter 2024

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, August 6th at 10:00 am. Please make sure to invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.

Name	Hire Date	Years of Service	Department Head
Lars Erickson	02/01/99	25	Jeff Thomson
Guadalupe Orozco	05/16/19	5	Jeff Thomson
Jeff Roberts	06/16/14	10	Noam Shendar
Alisha Hanson	04/18/19	5	Dave Stottlemyre
Danyel Dondero	04/04/19	5	Mike Errante
Greg Waters	04/04/19	5	Mike Errante
John Kinney	04/18/19	5	Mike Errante
Fabiola Isidro	04/04/19	5	Anna Scott
Maria Martinez	05/30/19	5	Anna Scott
Jennifer Sargent	05/30/19	5	Anna Scott
Andrew Wilkinson	05/30/19	5	Anna Scott
Sheila Turner	06/13/19	5	Anna Scott
John Bartlett IV	06/13/19	5	Stephanie Rennie
Lidia Schultz	06/13/19	5	Tom Hardy



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-598

Board of Supervisors Meeting Minutes Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Clerk of the Board

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of July 9, 2024 and special meeting of July 23, 2024.

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.

FISCAL IMPACT:

There is no funding impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- July 7, 2024 Draft Minutes
- 2. July 23, 2024 Draft Minutes

APPROVALS:

Hayley Carter Created/Initiated - 7/29/2024
Darcy Ellis Final Approval - 7/29/2024



County of Inyo Board of Supervisors

July 9, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on July 9, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Closed Session
Public Comment

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Kingsley recessed open session at 8:31 a.m. to convene in closed session with all Board members present 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); Inyo County Correctional Officers Association (ICCOA); Invo County Employees Association (ICEA); Invo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives - Administrative Officer Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington; No. 3 Conference with Real Property Negotiators - Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8 - Property Description: County lands and rights-of-way containing Digital 395 node sites, community service cabinet sites, anchor sites, and underground fiber optic transmission lines as shown on the maps attached to this agenda item. Agency Negotiators: Scott Armstrong, Nate Greenberg, John-Carl Vallejo. Negotiating parties: Inyo County and California Broadband Cooperative, Inc. Under negotiation: Price and terms of payment.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 10:09 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Griffiths led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that no action was taken in closed session that is required to be reported by law.

Whitney Portal Rd. Repair Update Public Works Director Mike Errante provided the following update on the Whitney Portal Road Repair Project:

- The Federal Highway Administration Central Federal Lands (CFL) Highway Division selected a contractor, Steelhead Constructors of Redding, CA.
- A pre-construction meeting was held Monday, July 8 with the contractor, CFL, and stakeholders such as LADWP, USFS, BLM, Caltrans, and Inyo County.
- Surveyors were expected to begin staking the construction area yesterday, Tuesday, July 9. This will last for approximately two weeks. In the meantime, the contractor is mobilizing equipment to begin construction work once the staking is complete.
- Steelhead Contractors will take over the electronic message boards around the project area and its detours, relieving the County of having to rent additional boards and freeing up the County's inventory for use elsewhere in Inyo.
- CFL will begin providing biweekly project updates, which the County will disseminate to the public.
- The preliminary project schedule has paving starting around October, with the end of

Board of Supervisors MINUTES 1 July 9, 2024

- project construction by December 31.
- The Badwater Ultramarathon, a 135-mile trip from Badwater in Death Valley to the trailhead at Whitney Portal, will occur as planned July 22-24. The contractor has been made aware that participants will be running adjacent to the project area and should not impede construction. A plan for routing escort vehicles is in the works.

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and comment was received from Lauralyn Hundley, Karen Palley (who provided a hand-out to the Board), Scott Armstrong, and Sherri Newman.

County Department Reports

Lt. Mike Atkins reported that the Animal Shelter is currently at full capacity – with 30 dogs and 23 cats, and another 20 or so kittens in foster care. He said the Sheriff's Office will be holding three adoption events, and encouraged the public to stop by and adopt a new companion animal.

HHS Director Anna Scott reported that a written policy on the utilization of heating and cooling centers in Inyo County is in the works.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the minutes from the regular Board of Supervisors meeting of June 18, 2024 and special meeting of June 25, 2024. Motion carried unanimously.

Ag Commissioner – Committee Reappointments

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to reappoint the following individuals to the Agriculture Advisory Committee, for three-year terms ending August 22, 2027: Los Angeles Department of Water and Power lessee Tom Talbot and Inyo-Mono Cattleman's Association President Scott Kemp. Motion carried unanimously.

Clerk of the Board – Bishop Fire District Reappointment

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to reappoint Dr. Aaron Steinwand to a four-year term on the Bishop Rural Fire Protection District Board of Commissioners ending July 1, 2028. Motion carried unanimously.

Clerk of the Board – Fish & Game Reappointments

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to reappoint Mr. Doug Brown and Mr. Steve Ivey each to unexpired four-year terms on the Inyo County Fish & Wildlife Commission ending October 6, 2027. Motion carried unanimously.

CAO – VSO Delegation Letter

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve and authorize the Chairperson to sign a letter temporarily delegating the authority and duties of the Inyo County Veterans Service Officer to the Kern County Veterans Service Officer. Motion carried unanimously.

CAO – LP Paiute-Shoshone Reservation Mosquito Abatement MOU

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for the purpose of mosquito abatement services on the Reservation, and authorize the Chairperson to sign. Motion carried unanimously.

Risk Management – County Facility Animal Policy

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the "County Facility Animal Policy." Motion carried unanimously.

HHS – Dr. Richardson Health Officer Contract

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the contract between the County of Inyo and James Richardson, MD of Bishop, CA for the provision of Health Officer services in an amount not to exceed \$205,000 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign. Motion carried unanimously.

HHS-ESAAA – Mon Ami Contract

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Declare Mon Ami of Palo Alto, CA a sole-source provider of the customized Eastern Sierra Area Agency on Aging operating system for aging and disability services reporting; and
- B) Ratify and approve the agreement between the County of Inyo and Mon Ami of Palo Alto, CA for the provision of customized Eastern Sierra Area Agency on Aging

operating system for aging and disability services reporting in an amount not to exceed \$39,000 per year and a total of \$117,000.00 for the period of July 1, 2024 to June 30, 2027, and a one-time implementation fee of \$1,500; contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

Motion carried unanimously.

HHS-ESAAA – Advisory Council Reappointment Moved by Supervisor Griffiths and seconded by Supervisor Roeser to reappoint Ms. Rebecca Manross to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2025. Motion carried unanimously.

HHS-Behavioral Health

– Anberry Rehab

Center Contract

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve the contract between the County of Inyo and GHC of Anberry, LLC dba Anberry Rehabilitation Center of Atwater, California for the provision of hospital inpatient psychiatric and other professional medical services in an amount not to exceed \$118,625 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement. Motion carried unanimously.

HHS-Health & Prevention – MCAH Reimbursement Agreement Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202414 between the County of Inyo and California Department of Public Health in the amount of \$129,402.93 in State and Federal reimbursement for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's adoption of the Fiscal Year 2024-2025 Budget, and authorize the MCAH Director and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification. Motion carried unanimously.

HHS – AHP Subcontract Modification 4 Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve Modification No. 4 to the agreement between the County of Inyo and Advocates for Human Potential, Inc. (AHP) of Pasadena, CA, increasing the contract to an amount not to exceed \$1,235,684.00, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign. Motion carried unanimously.

HHS – MCAH Home Visiting Agreement

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 24-14 between the County of Inyo and California Department of Public Health in the amount of \$412,058 in State funding for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's adoption of the Fiscal Year 2024-2025 Budget, and authorize the HHS Director to sign the Agreement Funding Application. Motion carried unanimously.

Public Works – CRAFCO Amendment 1 Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve Amendment No. 1 to the contract between the County of Inyo and CRAFCO of Chandler, AZ, increasing the contract to an amount not to exceed \$83,243.65, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

PW-Parks & Rec – Preferred Septic Amendment 1 Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve Amendment No. 1 to the contract between the County of Inyo and Preferred Septic and Disposal increasing the contract to an amount not to exceed \$101,000.00 for the waste hauling of the South County Campgrounds, and authorize the Chairperson to sign. Motion carried unanimously.

Public Works – Quincy Engineering Amendment 2 Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve Amendment No. 2 to the agreement between the County of Inyo and Quincy Engineering, now Consor North America, Inc. of Chicago, IL, extending the term end date from June 30, 2024 to June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

Public Works – Runway 12-30 Grooving Project Plans & Specs Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the plans and specifications for the Bishop Airport Runway 12-30 Grooving Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.

Update from Western

Western Counties Alliance Executive Director Ken Brown provided the Board an update on

Board of Supervisors MINUTES 3 July 9, 2024

Counties Alliance

legislation and advocacy efforts affecting member cities and counties, including Inyo.

Sheriff – 23-24 Military Equipment Report/Community Meeting The Board received the Inyo County Sheriff's Office 2023-2024 Military Equipment Annual Report and held community engagement meeting, during which no public comment was received.

Public Works – SIAAC Appointments The item was pulled from the Consent Agenda and moved to the Regular Agenda so that the Assistant Clerk of the Board could clarify the term lengths of the appointees. She reported that the agenda mistakenly has all terms ending in 2028, when in fact they are staggered and noted the specific ones that end in 2027. Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Approve Resolution No. 2024-22, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Amending Resolution No. 1977-116," and authorize the Chairperson to sign: and
- B) Make the following appointments to the Southern Inyo Airport Advisory Committee with terms as corrected:
 - 1. Neil Woodruff, Joe Cappello, and Travis Powell each to an unexpired 4-year term ending June 1, 2028; and
 - 2. Don Bright and Paul Lamos each to an unexpired 4-year term ending June 1, 2027.

Motion carried unanimously.

Planning – ZTA 2023-01 & STA 2023-02 (Ordinances 1306 & 1307) Associate Planner Danielle Visuano presented to the Board proposed Zone Text Amendment 2023-01-SB9 Two-Unit Development and Subdivision Text Amendment 2023-02-SB9 Urban Lot Split, as well as proposed ordinances to make corresponding changes to County Code. During the ZTA 2023-01 presentation, Visuano explained that the ordinance will update Title 18 of the Inyo County Code to reflect the requirements of Senate Bill 9, a state mandate, with regard to Two-Unit Development, and add Chapter 18.84 to the County Code with the adoption of a SB9 District – SB9 Two-Unit Development ordinance. She noted that part of the bill is the requirement that proposed housing development containing two primary residential units within certain identified single-family residential zones to be considered ministerially, without discretionary review or a hearing, if the proposed Two-Unit Development meets certain criteria. The ordinance will also incorporate additional recommended provisions for local implementation, which she reviewed.

During the STA 2023-02 presentation, Visuano explained that the ordinance will update Title 16 of the Inyo County Code to reflect the requirements of SB 9 with regard to Urban Lot Split projects, and add Chapter 16.25 of the County Code with the adoption of a SB9 District – SB9 Urban Lot Split ordinance. She noted that part of the bill requires that proposed urban lot splits within certain identified single-family residential zones be considered ministerially, without discretionary review or a hearing, if the proposed Urban Lot Split meets certain criteria. The ordinance will also incorporate the requirements of Senate Bill 9 and will provide additional recommended provisions for local implementation, which she reviewed.

The Chairperson opened the public hearings for both proposed ordinances at 11:50 a.m. After some additional questions from the Board and clarification from staff, the Chairperson closed both public hearings at 11:55 a.m.

Moved by Supervisor Orrill and seconded by Supervisor Roeser to:

- A) After conducting a public hearing, waive the first reading of a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 18.84 to the Inyo County Code Implementing Regulations for the California Home Act (State Senate Bill 9) as it Relates to Two-Unit Development:"
- B) Find the adoption of the ordinance is not considered a project under CEQA pursuant to Government Code section 65852.21(j) and under section 2100 et Seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to section 15303 of the CEQA Guidelines 15303 (Class 3); and
- C) Approve said ordinance.

Motion carried unanimously.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

- A) After conducting a public hearing, waive the first reading of a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 16.25 to the Inyo County Code Implementing Regulations for the California Home Act (State Senate Bill 9) as it Relates to Urban Lot Splits;"
- B) Find the adoption of the ordinance is not considered a project under CEQA pursuant to Government Code section 66411.7 (n) and under section 2100 et Seq. of the Public Resources Code, and is Categorically Exempt from CEQA according to section 15303 of the CEQA Guidelines 15303 (Class 3); and
- C) Approve said ordinance.

Motion carried unanimously.

CAO – Assistant
Director of Risk &
Assistant Personnel
Director Job
Descriptions and
Contract Amendments

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Approve Job Descriptions for the Assistant Director of Risk Management and the Assistant Personnel Director;
- B) Approve the change to the Authorized Strength in the County Administrative Officer Department by deleting one (1) Risk Manager at Range 92 (\$9,442 \$11,477) and adding one (1) Assistant Director Risk Management at Range 92 (\$9,442 \$11,477);
- C) Approve and ratify Contract Amendment No. 1 between the County of Inyo and Aaron Holmberg for provision of personal services as Assistant Director of Risk Management at Range 92, Step E, \$11,477 per month, and increasing the notice requirement for contract termination, effective October 13, 2022, and authorize the County Administrator to sign;
- D) Approve and ratify Contract Amendment No. 1 between the County of Inyo and Keri Oney for the provision of personal services as Assistant Personnel Director at Range 92, Step E, \$11,477 per month, effective October 13, 2022, and authorize the County Administrator to sign; and
- E) Direct staff to update the publicly available pay schedule accordingly. Motion carried unanimously.

Recess/Reconvene

The Chairperson recessed the meeting at 12:01 p.m. and reconvened the meeting at 12:39 p.m. with all Board members present.

CAO-Emergency Services – Grant Discussion CAO Greenberg reported that there were developments after the publication of the agenda that have rendered the original agenda request unnecessary (to authorize the Office of Emergency Management to apply for a National Forest Foundation [NNF] Capacity grant to fund staff who can assist with collaborative fuel reduction projects). He and Wildfire Prevention Coordinator Kristen Pfeiler explained that the County had received a grant to fund her position from the Coalitions and Collaboratives (COCO) non-profit, which offers grants twice a year to communities to build capacity and reduce wildfire risk. Greenberg noted that the NFF grant application had proposed using the funds to build staffing capacity at the Inyo-Mono Rural Conservation District (IMRCD) which is being re-established after a long hiatus and can coordinate wildfire prevention programs. Both he and Auditor Amy Shephard explained that the IMRCD is not in a legal position to accept County funding yet.

Discussion ensued between the Board and staff regarding the funding of Pfeiler's position and the role the IMRCD can play in the future in fuels reductions projects and the like.

CAO-Emergency Services – Unified Command Update Emergency Services Manager Mikaela Torres gave the Board an update on the recent Unified Command meeting, noting the next will be held in Independence on September 5.

Library – Department Workshop

Library Director Nancy Masters provided the Board with a presentation on the mission of the Inyo County Free Library as well as current service offerings and ongoing projects.

Discussion turned to the recent Grand Jury report ("Safety Issues at Independence Library" pg. 9). Board members expressed concerns about the unstable shelving and areas crowded with stacks of books and boxes of books, including in the courthouse basement hallway. Masters attributed the stacks and boxes to a fundamental lack of space at the Central Library, suggested more storage space is needed, and noted that the courthouse HVAC project has caused some displacement. Chairperson Kingsley said the first priority in

responding to the Grand Jury's recommendations is Public Works securing the shelving into the floor. Supervisor Griffiths said he agreed there is a need to expeditiously get the Central Library as safe as possible for staff and the public. He added that there will always be a finite amount of space available for the library collection and doesn't think more storage is the answer. Ms. Masters reiterated that the clutter is not because she doesn't weed the collection, but rather a lack of space.

The Board ultimately directed that the shelving safety issue be immediately remedied and that Ms. Masters, CAO Greenberg, and Public Works work over the next month on ideas and solutions for addressing the crowding concerns in the Grand Jury report – including using the services of a third-party consultant if needed to address downsizing the collection.

Attendance Change

Supervisor Roeser left the meeting at 1:48 p.m. due to travel needs.

Clerk-Recorder-Elections – City of Bishop Election Consolidation Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to consolidate the General Municipal Election for City Council and City Treasurer with the Statewide General Election to be held on November 5, 2024. Motion carried unanimously 4-0 with Supervisor Roeser absent.

Clerk-Recorder-Elections – Hospital Districts Election Consolidation Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to consolidate the Northern and Southern Healthcare Districts Board positions with the Statewide General Election to be held on November 5, 2024. Motion carried unanimously 4-0 with Supervisor Roeser absent.

Clerk-Recorder-Elections – IMRCD Appointments in Lieu of Elections Moved by Supervisor Marcellin and seconded by Supervisor Orrill to, pursuant to Public Resources Code section 9314:

- A) Accept the Inyo Mono Resource Conservation District Standing Resolution to appoint directors to its board in lieu of election, effective for all future election cycles, beginning with 2024 General Election cycle; and
- B) Direct the County Administrative Officer to take appropriate action to timely consult with the Mono County Board of Supervisors on Inyo County's appointment decision(s).

Motion carried unanimously 4-0 with Supervisor Roeser absent.

Clerk-Recorder-Elections – ICOE Election Consolidation Moved by Supervisor Orrill and seconded by Supervisor Griffiths to consolidate the County Office of Education Board with the Statewide General Election to be held on November 5, 2024. Motion carried unanimously 4-0 with Supervisor Roeser absent.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and comment was received from Randy Short and Linda Chaplin.

Board Member & Staff Reports

Supervisor Orrill reported she is heading to the annual National Association of Counties (NACo) conference in Florida tomorrow.

Supervisor Kingsley said he will be attending a Great Basin Unified Air Pollution Control District board meeting in Markleeville tomorrow.

Supervisor Griffiths said he will also be headed to the NACo conference and reported that many people are working diligently to find solutions to the situation at the Tri-County Fairgrounds.

CAO Greenberg said he was proud to be part of the June 28 ribbon-cutting for an accessible kayak boat launch at Buckley Ponds as part of a pilot project involving LADWP, the County, Disabled Sports Eastern Sierra, and the Wounded Warrior Project.

Adjournment

The Chairperson adjourned the meeting at 2:19 p.m. to 3:30 p.m. Tuesday, July 23, 2024, at the County Administrative Center in Independence.

Chairperson,	Invo	County	Roard	of Sur	ervisors
Chan person,	myo	County	Doaru	or Sur	OI V 13013

by: ______ Darcy Ellis, Assistant



County of Inyo Board of Supervisors

July 23, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 3:30 p.m., on July 23, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Closed Session
Public Comment

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Kingsley recessed open session at 3:30 p.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 – Names of cases: County of Inyo et al. v. Amerisourcebergen Drug Corporation et al (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); and In Re Purdue Pharma, L.P., et al., Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.); and No. 3 Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 – Regarding employee organizations: Deputy Sheriff's Association (DSA); 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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 5:00 p.m. with all Board members present.

Pledge of Allegiance

County Counsel Vallejo led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3, noted the Board decision to add two new defendants to the existing litigation for Item No. 2 and said there was nothing required by law to be reported for Item No. 3.

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Mary Roper (who provided the Board with a letter), Lauralyn Hundley, Joe Cantrell, and Robin Flinchum.

County Department Reports

Public Works Director Mike Errante provided information and pictures on a recent mud slide on Whitney Portal Road and thanked Road crews and California Highway Patrol for providing prompt assistance.

Chief Probation Officer Jeff Thomson said this week is Probation Services Week throughout the State and shared information about the various planned activities occurring locally to recognize staff.

Board members thanked Chief Thomson for great leadership and Probation Officers for their hard work.

Treasurer-Tax Collector Alisha McMurtrie said that unsecured tax bills will be mailed out tomorrow and offered contact information for both the Treasurer Tax Collector and

Board of Supervisors MINUTES 1 July 23, 2024

Assessor's Offices.

HHS-Behavioral Health – Heritage Park Nursing Center Contract Moved by Supervisor Orrill and seconded by Supervisor Roeser to ratify and approve the contract between the County of Inyo and GHC of Upland SNF, LLC dba Heritage Park Nursing Center of Upland, CA for the provision of psychiatric and other professional medical services in an amount not to exceed \$131,400 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and the Business Associate Agreement. Motion carried unanimously.

HHS-Behavioral Health – Crestwood Behavioral Health Contract Moved by Supervisor Orrill and seconded by Supervisor Roeser to ratify and approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of residential treatment services in an amount not to exceed \$285,430 for the period of July 1, 2024, through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget and authorize the Chairperson to sign the contract and Business Associate Agreement. Motion carried unanimously.

HHS-Behavioral Health – Anne Sippi Clinic Contract FY 2024-2025 Moved by Supervisor Orrill and seconded by Supervisor Roeser to ratify and approve the contract between the County of Inyo and Anne Sippi Clinic (ASC) Treatment Group of Bakersfield, CA for the provision of residential treatment services in an amount not to exceed \$94,900 for the period of July 1, 2024, through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget and authorize the Chairperson to sign the contract and Business Associate Agreement. Motion carried unanimously.

HHS-Behavioral Health – TeleConnect Therapies Contract FY 2024-2025 Moved by Supervisor Orrill and seconded by Supervisor Roeser to ratify and approve the contract between the County of Inyo and TeleConnect Therapies of Avalon, CA for the provision of mental health teletherapy services in an amount not to exceed \$118,080 for the period of July 1, 2024, through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget and authorize the Chairperson to sign. Motion carried unanimously.

HHS-Behavioral Health – Medi-Cal Privacy and Security Agreement Moved by Supervisor Orrill and seconded by Supervisor Roeser to:

- A) Approve the Medi-Cal Privacy and Security Agreement between the County of Inyo and the Department of Health Care Services to ensure the security and privacy of Medi-Cal Personally Identifiable Information contained in multiple databases used to determine client eligibility, for the term of August 1, 2024, through September 1, 2028; and
- B) Authorize the Health and Human Services Director to sign the agreement. Motion carried unanimously.

Public Works – Eastern Sierra Engineering Invoices Moved by Supervisor Orrill and seconded by Supervisor Roeser to authorize staff to pay the outstanding invoices from Eastern Sierra Engineering dated May 2, 2024, in the amount of \$6,370.32, June 6, 2024, in the amount of \$3,582.68, and June 30, 2024, in the amount of \$4,203.06. Motion carried unanimously.

Public Works-Parks & Recreation – Friends of the Inyo Special Event Permit Fee Waiver Moved by Supervisor Orrill and seconded by Supervisor Roeser to authorize the requested waiver of a special event permit fee for Friends of the Inyo to perform a volunteer trash cleanup day from 9 a.m.-12 p.m. on July 24, 2024, at Diaz Lake. Motion carried unanimously.

Public Works – Whitney Portal Road Repair Project Reimbursement Agreement Public Works Director Mike Errante provided updates and answered Board member questions.

Auditor-Controller Amy Shepherd and CAO Greenberg provided additional background information on funding sources which have been utilized for various road repair projects throughout the County.

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:

- A) Amend the Fiscal Year 2024-2025 Preliminary Budget, Road Budget 034600 as follows: increase appropriation in Construction in Progress Object Code 5700 by \$3,200,000; and
- B) Approve Reimbursable Agreement No. 6982AF-24-K-500026 between Inyo County

and the Central Federal Lands (CFL) division of the Federal Highways Administration (FHWA), requiring Inyo County to provide additional funding beyond that which was previously agreed to and dispersed by the FHWA, and authorize the Auditor-Controller to sign and return to the FHWA for full execution.

Motion carried unanimously.

CAO – Strategic Plan Adoption

CAO Greenberg provided a presentation which summarized the final draft of the Strategic Plan and answered Board member questions.

Public comment was received from Mary Roper.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the final draft of the 2024 Inyo County Strategic Plan. Motion carried unanimously.

CAO – Grants in Support and Community Project Sponsorship Grant Programs

The Board received an overview and brief history of the Grants in Support and Community Project Sponsorship Program from Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis.

Board members asked questions and provided the following recommendations and requests:

- A) Staff will develop administrative policy review recommendations for grant programs; consider incorporating measurable outcomes and time limits for event funding in grant programs; and explore ways to track in-kind County support for events alongside grant funding;
- B) Auditor-Controller will work with CAO to determine appropriate grant receipt and compliance processes in order to ensure transparency of grant monies spent; and
- C) Assistant Clerk of the Board/Public Relations Liaison will make updates to the grant scoring criteria.

Public comment was received from Joe Luttrell, Nick Lara, Robin Flinchum, Tawni Thomson, and Angelica Mora.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

Board Member & Staff Reports

CAO Greenberg said he and Assistant Director of Budget and General Services Denelle Carrington have attended several budget preparation meetings with Departments.

Supervisor Orrill said she attended the National Association of Counties Conference.

Supervisor Kingsley said he attended a public meeting for the recent Quality Fire in Lone Pine.

Adjournment

The Chairperson adjourned the meeting at 7:57 p.m. to 8:30 a.m. Tuesday, August 6, 2024, in the County Administrative Center in Independence.

Chairperson	Inyo County Board	d of Supervisors

Attest: NATE GREENBERG Clerk of the Board

Board of Supervisors MINUTES 3 July 23, 2024



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-531

Memorandum of Understanding between Inyo County and Independence Fire Safe Council for Custody and Maintenance of the Meeting Owl 3

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Kristen Pfeiler, Wildfire Preparedness Coordinator

Kristen Pfeiler, Wildfire Preparedness Coordinator

RECOMMENDED ACTION:

Approve the Memorandum of Understanding between Inyo County and the Independence Fire Safe Council for custody and maintenance of the Meeting Owl 3.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Meeting Owl 3 was purchased through the CA Fire Safe Council County Coordinator grant program to support the Independence Fire Safe Council's coordination and collaboration efforts with agency partners, other fire safe councils, and community members, many of whom do not reside there year-round. The IFSC is a highly effective fire safe council with numerous projects requiring frequent coordination meetings with partners and residents who cannot easily attend in person (e.g., BLM, Inyo National Forest, Mono Basin Fire Safe Council, Whitebark Institute, CalFire, etc.).

The Meeting Owl 3 enables the Independence Fire Safe Council to advance their projects promptly, keep residents informed, and integrate with others across the region to maximize limited capacity for enhancing community wildfire resilience. Managed by the Independence Fire Safe Council, this tool serves a broader public purpose by connecting Southern Inyo County residents, community organizations, and agency partners to the rest of the region. This connectivity fosters more collaborative structures and systems for wildfire risk reduction education and projects. It will also increase access for Southern Inyo County residents to participate in wildfire mitigation and preparedness resources and education, as many educational events are held in more densely populated areas like Bishop and Mammoth Lakes.

FISCAL IMPACT:

	Grant Funded - CA Fire Safe Council County Coordinator Grant	Budget Unit	023700
Budgeted?	Yes	Object Code	5311
Recurrence One-Time Expenditure			
Current Fiscal Year Impact			

This item was budgeted, purchased, and reimbursement was requested in 23/24. Reimbursement will come in 24/25.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board has the option not to approve this Memorandum of Understanding, or direct staff to renegotiate the terms and conditions within. This is not advised as the Meeting Owl 3 will significantly enhance coordination and meetings for the Independence Fire Safe Council and allow for wildfire mitigation practitioners (including the Independence Fire Safe Council) to more effectively connect with South County residents, thereby increasing their access to wildfire preparedness education and involvement in mitigation projects throughout the Eastern Sierra.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Independence Fire Safe Council

ATTACHMENTS:

1. Memorandum of Understanding

APPROVALS:

Created/Initiated - 7/22/2024 Mikaela Torres Mikaela Torres Approved - 7/24/2024 Darcy Ellis Approved - 7/24/2024 Noam Shendar Approved - 7/27/2024 John Vallejo Approved - 7/29/2024 Aaron Holmberg Approved - 7/29/2024 Amy Shepherd Approved - 7/29/2024 Nate Greenberg Final Approval - 7/29/2024

Memorandum of Understanding between Inyo County and Independence Fire Safe Council Regarding Custody and Maintenance of Meeting Owl 3 for Wildfire Preparedness

August 6, 2024

WHEREAS, the purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the Independence Fire Safe Council (IFSC) will house, protect, and maintain the Meeting Owl 3 device purchased by Inyo County in order to enhance collaborative and coordinated wildfire preparedness activities; and

WHEREAS, this device is intended to facilitate collaborative efforts and meetings pertinent to IFSC business and among the regional fire safe councils and agency partners; and

WHEREAS, the primary objective of providing this device is to enhance communication and coordination for wildfire prevention and mitigation efforts; and

WHEREAS, by enabling more effective virtual meetings, the Owl device supports the county's overall strategy for wildfire preparedness, ultimately benefiting the entire community by improving emergency response capabilities and fostering a safer environment for all residents; and

WHEREAS, this MOU serves the public purpose of promoting wildfire prevention and ensuring that resources are used efficiently to protect lives, property, and natural resources across Inyo County.

THEREFORE, Inyo County and the Independence Fire Safe Council (IFSC) hereby agree as follows:

- 1. The IFSC agrees to:
 - a. House the Meeting Owl 3 device at their office located in Independence.
 - b. Ensure the security and protection of the device at all times.
 - c. Perform regular updates to the device as required to maintain its functionality.
 - d. Be responsible for any repairs needed if the device malfunctions or is damaged.
- 2. For maintenance and updates, the IFSC shall:
 - a. Regularly check for and install software updates to ensure the Meeting Owl 3 remains operational and secure.
 - b. Keep a log of all updates, maintenance activities, and any issues encountered with the device.
- 3. In the event the Meeting Owl 3 is damaged, stolen, or lost, the County is under no obligation to repair or replace the equipment.
- 4. For technological Support, Inyo County agrees to:

- a. Provide assistance to the IFSC with any technological challenges or inquiries related to the Meeting Owl 3 device.
- b. Offer guidance and support for troubleshooting, updates, and optimal usage of the device.
- c. Be available for consultation and assistance as needed to ensure the device's effective operation.
- 5. IFSC shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with IFSC's use of the Meeting Owl 3 hereunder or its failure to comply with any of its obligations contained in the MOU, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.
- 6. This MOU shall remain in effect from the date of signing until terminated by either party. Either party may terminate this MOU by providing 30 days' written notice to the other party.
- 7. This MOU may be amended only by written agreement signed by authorized representatives of both parties.
- 8. By signing below, the parties agree to the terms and conditions outlined in this MOU.

Inyo County	Independence Fire Safe Council
Signature:	Signature: Bill Michael
Name: Matt Kinglsey	Name: Bill Michael
Title: Inyo County Board Chair	Title: Independence Fire Safe Council
Date:	President Date: July 22, 2024

NOW, THEREFORE, this MOU is hereby executed and effective as of the date first written above.



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-532

Approval of Contract for Legal Services - General Labor and Employment Advice and Representation County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Keri Oney, Assistant Personnel Director	Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Atkinson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, for an amount not to exceed \$420,000 for the term July 1, 2024 through June 30, 2025, contingent upon the Board's adoption of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Atkinson, Andelson, Loya, Ruud & Romo is a professional law firm that provides the County with advice and representation in specialized employment and labor law matters. Their expertise includes handling complex legal issues such as employment discrimination, labor relations, workplace policies, compliance with employment laws, and dispute resolution. Their experienced attorneys offer strategic guidance and support to ensure the County's legal interests are protected and aligned with best practices in employment and labor law.

In addition to their existing services, the County has decided to transition its Law Enforcement representation to Atkinson, Andelson, Loya, Ruud & Romo. This strategic move is aimed at consolidating legal services under one firm to enhance efficiency and consistency in handling employment and labor-related issues.

Atkinson, Andelson, Loya, Ruud & Romo's proven track record and specialized knowledge in both employment and labor law make them well-equipped to continue providing comprehensive legal support to the County.

FISCAL IMPAC	FISCAL IMPACT:				
Funding Source	General Fund	Budget Unit	010800		
Budgeted?	Yes	Object Code	5265		
Recurrence	Recurrence Ongoing Expenditure				
Current Fiscal Year Impact					

Up to \$420,000 is allowable within this agreement, though it is rare for anywhere near the contract amount to be expended during any on fiscal year.

Future Fiscal Year Impacts

Additional Information

This contract represents the consolidation of two separate contracts with two different legal firms into a single contract with Atkinson, Andelson, Loya, Ruud & Romo. This has been achieved without any additional financial burden. The total cost for Atkinson, Andelson, Loya, Ruud & Romo's comprehensive legal services, which now includes both specialized employment and labor law matters as well as Law Enforcement representation, remains the same as the combined cost of the previous contracts.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The County could decline to approve the Agreement with Atkinson, Andelson, Loya, Ruud & Romo and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature, and the extensive amount of time and resources, required for these legal services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- 1. HIPAA Business Associate Agreement
- 2. Atkinson Andelson Loya Ruud Romo Sole Source Authorization Form and Contract

APPROVALS:

Keri Oney Created/Initiated - 7/26/2024
Darcy Ellis Approved - 7/26/2024
John Vallejo Approved - 7/26/2024
Amy Shepherd Approved - 7/29/2024
Nate Greenberg Final Approval - 7/29/2024

ATTACHMENT A-1

AGREEMENT BETWEEN COUNTY OF INYO AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: July 1, 2024 TO: June 30, 2025

COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the County of Inyo, referred to herein as Covered Entity ("CE"), and IRMA RODRIGUEZ MOISA of Atkinson, Andelson, Loya, Ruud & Romo referred to herein as Business Associate ("BA"). This Agreement is effective as of July 1, 2022 (the "Agreement Effective Date").

RECITALS

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

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

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

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

1. Definitions

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

- Privacy Rule shall mean the HIPM 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].
- Protected Information shall mean PHI provided by CE to BA or created or received by BA on GE's behalf.
- Security Rule shall mean the HIPM 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. Sections164.504(e)(2)(ii)(A)and164.504(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)(?); 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 164504(e)(2)(ii)(C);45 C.F.R.Section 164.308(b)].
- 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 CF.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."
- i. **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 GE'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 GE'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 ad agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Benefich!11 ries

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 HIPM, 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 HIPM, 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.

By: By: Mouse. Print Name: Print Name: Irma Rodriguez Moisa Title: Date: July 5, 2024	COVERED ENTITY	BUSINESS ASSOCIATE	
Print Name: Print Name:Irma Rodriguez Moisa Title: Title: Partner/Attorney	County of Inyo	0 20-74	
Title: Title: Partner/Attorney	Ву:	By: None Roding Maise	
	Print Name:	Print Name: Irma Rodriguez Moisa	
Date: Date: July 5, 2024	Title:	Title: Partner/Attorney	
	Date:	Date:July 5, 2024	



County of Inyo

Sole Source Authorization Form

Vendor:	ATKINSON ANDELSON LOYA RUUD & ROMO
Date:	7/5/2024

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:
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.
The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action	
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.	
\$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.	
	Informal bids received	
\$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.	
	Informal bids received	
\$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.	
	RFP/RFQ Received by Board Clerk on	
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.	
	Board Approval Required	

County of Inyo

Sole Source Authorization Form

Sole Source Justification:	
	NA G
	Department Head Signature
	Cole Courses Americal
	Sole Source Approval
	Denelle Carrington Denelle Carrington (Jul 24, 2024 11:54 PDT)
	Purchasing Agent Signature
	<u>John-Carl Vallojo</u> John-Carl Vallejo (Jul 24, 2024 12:17 PDT)
	County Counsel Signature

Christie Martindale

Auditor-Controller Signature

AGREEMENT BETWEEN COUNTY OF INYO AND

ATKINSON ANDELSON LOYA RUUD & ROMO

FOR THE PROVISION OF LEGAL SERVICES

INTRODUCTION

WHEREAS, the County of in	yo (hereinafter referred to as "County") may have the need for the
legal services of Atkinson Adelson Lo	ya Ruud & Romo
of Cerritos, CA	hereinafter referred to as "Contractor"), and in consideration of the
mutual promises, covenants, terms,	and conditions hereinafter contained, the parties hereby agree as
follows:	

	TERMS AND CONDITIONS
1.	SCOPE OF WORK.
	The Contractor shall furnish to the County, upon its request, those services and work set forth in ment A , attached hereto and by reference incorporated herein. Requests by the County to the ctor to perform under this Agreement will be made by Keri Onev or her designee whose title is Assistant Personnel Director
the Cou minimu Agreen perform	ests to the Contractor for work or services to be performed under this Agreement will be based upon unty's need for such services. The County makes no guarantee or warranty, of any nature, that any im level or amount of services or work will be requested of the Contractor by the County under this nent. County by this Agreement incurs no obligation or requirement to request from Contractor the nance of any services or work at all, even if County should have some need for such services or work the term of this Agreement.
state, a	Services and work provided by the Contractor at the County's request under this Agreement will be ned in a manner consistent with the requirements and standards established by applicable federal and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and ons include, but are not limited to, those which are referred to in this Agreement.
2.	TERM.
unless	The term of this Agreement shall be from July 1, 2024 to June 30, 2025 sooner terminated as provided below.
3.	CONSIDERATION.
	A. <u>Compensation.</u> County shall pay to Contractor in accordance with the Schedule of Fees th as Attachment B) for the services and work described in Attachment A which are performed by ctor at the County's request.

- Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to , whose title is
- Assistant Personnel 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 Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.
- Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by

County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

- D. <u>No additional consideration.</u> 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.
- E. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$ Four Hundred Twenty Thousand

 Dollars and <u>Zero</u> cents (\$ 420,000.00
) (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, including travel or per diem, which is
- F. <u>Billing and payment.</u> Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor 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. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, 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 Contractor on the last day of the month.
 - G. Federal and State taxes.

in excess of the contract limit.

- (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 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, 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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), 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 items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

- A. <u>Personal Property of County.</u> 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. <u>Products of Contractor's Work and Services.</u> 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. <u>Records.</u> 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. <u>Inspections and Audits.</u> 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:	
Personnel Department	Department
P.O. B ox 249	Address
Independence, CA 93526	City and State
CONTRACTOR:	
Atkinson Andelson Lova Ruud & Romo	Name
1 2800 Ce nte Court Drive, Suite 300	Address
Cerritos, CA 90 703	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

ATKINSON ANDELSON LOYA RUUD AND ROMO

FOR THE PROVISION OF LEGAL SERVICES

IN WITNESS THEREOF, THE PARTIES	S HERETO HAVE SET THEIR HANDS AND SEALS THIS
COUNTY OF INYO	CONTRACTOR
Ву:	By: Signature
Dated:	Irma Rodriguez Moisa Type or Print Name
	Dated: July 24, 2024
APPROVED AS TO FORM AND LEGALITY:	
John-Carl Vallejo John-Carl Vallejo (Jul 24, 2024 12:17 PDT)	
County Counsel APPROVED AS TO ACCOUNTING FORM:	
Christie Martindale Christie Martindale (Jul 24, 2024 12:20 PDT)	
County Auditor	
APPROVED AS TO PERSONNEL REQUIREME	ENTS:
K. Oney	
Personnel Services	
APPROVED AS TO INSURANCE REQUIREMENT	NTS:
auen Volluber 9	
County Risk Manager	

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND ATKINSON ANDELSON LOYA RUUD & ROMO

FOR THE PROVISION OF LEGAL SERVICES

	TERM:	
FROM: July 1, 2024	TO: June 30, 2025	

SCOPE OF WORK:

Contractor shall provide general labor and employment advice and representation upon request of client.

In the event County requests Contractor to perform litigation work, such work shall adhere to County's Defense Counsel Guidelines (attached).

Notwithstanding anything to the contrary in the Agreement, Paragraph 10 of the Agreement shall be modified to insert the word "negligent" with regard to the Contractor's performance of work. As such, this provision shall read: "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 negligent 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."

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND

ATKINSON ANDELSON LOYA RUUD & ROMO

FOR THE PROVISION OF LEGAL SERVICES

TERM:		
FROM:	TO: June 30, 2025	

SCHEDULE OF FEES:

1. COMPENSATION

Partners/Of Counsel: \$385 to \$495, depending on years of experience and expertise.

(IRM 2024-2025 rate is \$410)

Associates: \$295 to \$\$360 (depending on years of experience)

Law Clerks/Paralegals: \$210

Transcription (if requested for investigations): \$75

Contractor shall reserve the right to increase these rates upon sixty (60) days' notice.

2. INCIDENTAL EXPENSES

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purpose of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in the amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and work processing, long distance telephone charges, fax/telecopy charges (at \$.20 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO AND

ATKINSON ANDELSON LOYA RUUD & ROMO FOR THE PROVISION OF LEGAL SERVICES

TERM:			
FROM:	TO:		

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and billed at 50% rate of the hourly rate. Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND ATKINSON ANDELSON LOYA RUUD & ROMO

FOR THE PROVISION OF LEGAL SERVICES

TERM:			
FROM: July 1, 2024	TO: June 30, 2025		

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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 and the results of that work 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.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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. (Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)
- **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, \$2,000,000 aggregate.
- **5. Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. (Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)
- 6. Cyber Liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. (Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)

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: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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 toa loss until the Contractor's primary and excess liability policies are exhausted.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

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

Attachment: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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. **All certificates and endorsements and copies of all 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.

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.

COUNTY OF INYO DEFENSE COUNSEL GUIDELINES

FEBRUARY 2024

Table of Contents

Introduction	3
General Expectations of Outside Defense Counsel	3
Case Assignment and Defense Strategy	4-5
Defense Reporting Requirements	5-9
Pleadings	9
Discovery	9-10
Expert Reviews and Witnesses	11
Trial Preparation	12
Trials	12
Writs and Appeals	13
Settlements	13
Billing Procedures	14-16

INTRODUCTION

The County of Inyo has established the following Guidelines for outside Defense Counsel representing the County of Inyo and/or its employees in claims and lawsuits asserted against the County of Inyo and/or its employees.

The County of Inyo has a self-insured retention, which can vary in amount from year to year. The County of Inyo also purchases excess insurance above the self-insured retention from PRISM. The amount of the excess limits also varies from year to year.

Representatives of the County of Inyo and outside Defense Counsel function as a team. The County of Inyo understands that as the attorney of record, outside Defense Counsel has a duty to provide the County of Inyo and any assigned individually named defendants with appropriate representation. Defense Counsel should work directly with Inyo County Risk Manager and County Counsel to obtain appropriate approvals and authority throughout the matter. It is critical that the Inyo County Risk Manager and County Counsel be kept informed of all developments in the matter. All significant legal strategy and other important decisions must be raised with appropriate advance notice and discussed with the Inyo County Risk Manager and County Counsel before any substantive decision is made.

Please note that the County of Inyo may decide to waive or modify some or all of the below Guidelines as the situation requires. However, Defense Counsel is expected to adhere to the Guidelines as written, unless specifically exempted from any of them in writing.

GENERAL EXPECTATIONS OF OUTSIDE DEFENSE COUNSEL

Defense Counsel hourly rates are approved by the Inyo County Risk Manager. Questions regarding rates or rate adjustments should be raised directly with Inyo County Risk Manager.

The Defense Counsel who is assigned to the case is responsible for the supervision of all partners, associates, and paralegals on their litigation team. To ensure efficient case handling, no more than two (2) attorneys and one (1) paralegal may be assigned to work on any one file absent unusual circumstances. Any requests to use additional staffing must be approved in writing by Inyo County Risk Manager prior to adding or changing personnel on a particular case. The County of Inyo should not be billed for costs and fees associated with new personnel learning about a particular case (see Section XII.F., Disallowed Charges).

The County of Inyo will typically only pay for one (1) attorney from a firm to attend trials, court appearances, depositions, interviews, conferences, and meetings. If Defense Counsel believes additional attorneys are needed to attend an event, then Defense Counsel must obtain written authorization from the County of Inyo in advance of such an event occurring.

Defense Counsel firms must carry Errors & Omissions Insurance with limits, per individual attorney, of at least \$1,000,000 (one million) per claim and \$2,000,000 (two million) in the aggregate. Certificates of Insurance must be provided to Inyo County Risk Manager (risk@inyocounty.us) on an annual basis no later than the First of July (7/1).

CASE ASSIGNMENT AND DEFENSE STRATEGY

Case Assignment

Cases are assigned to specific attorneys in the Defense Counsel firm and shall not be reassigned to others within the firm without the prior written approval of the Inyo County Risk Manager. Upon receipt of a new case assignment, Defense Counsel must send an acknowledgement of the assignment to Inyo County Risk Manager.

The litigation philosophy of the County of Inyo is to defend against non-meritorious claims and lawsuits, and to resolve as soon as is practical claims and lawsuits where liability is reasonably clear. The County of Inyo wants its attorneys to take a proactive approach to defending cases, meaning that once an assignment is received, Defense Counsel should direct their efforts towards collecting and analyzing necessary information about the case so as to assess and resolve cases at the earliest possible stage. Defense Counsel is then expected to provide County of Inyo with a realistic evaluation of the case and an appropriate litigation plan and budget. Defense Counsel should not simply be reactionary to the opposing side or to case developments, but should instead actively gather the information necessary to evaluate the case.

To provide the best defense strategy possible, the County of Inyo expects Defense Counsel to master the facts, circumstances, and legal issues as soon as possible and to prepare a litigation plan that details the specific objectives Defense Counsel intends to achieve. The litigation plan should take into consideration the fact that in some cases a more streamlined approach to discovery and investigation may be appropriate to help achieve an early resolution, whereas other cases require a more in-depth approach. As the case progresses, Defense Counsel is expected to reevaluate the defense position, particularly as new facts, legal issues, or other matters are discovered.

Tenders of Defense

Throughout the life of a case, Defense Counsel must determine whether there are responsible parties in the case, other than the County of Inyo, or whether County of Inyo was named as an additional insured on any applicable insurance policy by any entity, in order to make appropriate and timely tenders of defense.

Defense Counsel should identify other responsible parties, including insurance companies, as soon as is practicable. The possible tender of defense to that party should be discussed with the Inyo County Risk Manager. Tender letters should demand a written response within twenty (20) days and Defense Counsel is expected to follow up on all tenders.

County of Inyo Employees as Defendants

It is expected that upon receipt of the defense assignment in a case where Defense Counsel is assigned to represent the County of Inyo and a County of Inyo employee, Defense Counsel will immediately ascertain facts necessary to determine if there is a conflict, or potential conflict, which may preclude Defense Counsel from jointly representing all County of Inyo related defendants. The County of Inyo will assign

separate Defense Counsel to those individual defendants for whom separate counsel is deemed appropriate.

Defense Counsel is expected, consistent with the Rules of Professional Conduct, to facilitate cooperation with separate counsel for individual defendants wherever possible, so as to maximize success for all defendants and avoid unnecessary duplication of work.

If at any time during the litigation a conflict of interest develops between or among any of the County of Inyo's jointly represented defendants, the conflict must be immediately disclosed to Inyo County Risk Manager.

Defense Counsel is required to develop a plan to obtain dismissal of individually named County of Inyo employees. Such a strategy should be discussed with the County of Inyo. It is not appropriate to secure dismissal of an individual defendant through an agreement to substitute the County of Inyo as a named defendant. If a dismissal of an individually named defendant is obtained, Defense Counsel must obtain in writing the individual's agreement to continue to cooperate with the defense of the case after his or her dismissal. A copy of the written agreement must be provided to the County of Inyo.

Miscellaneous

Defense Counsel may not accept service on behalf of the County of Inyo or its employees, absent prior express approval.

DEFENSE REPORTING REQUIREMENTS

Reporting by Defense Counsel is an extremely important part of the litigation management process. Defense Counsel needs to report on all significant developments as they occur, including newly discovered information. When reporting, correspondence (either letters or emails) should be directed to Inyo County Risk Manager with copies to the entity's excess insurer, PRISM.

Reports should be concise and analyze the relevant facts and law. Each report in which factual development is being summarized should also contain an updated analysis of the case explaining how the newly learned information impacts the legal assessment. If the report contains a summary of information pertaining to damages, then the report should contain an updated assessment of the damages exposure in the case. The updates should also briefly summarize the strengths and weaknesses of the plaintiff's case.

Specific Reports

Defense Counsel is required to provide the following reports either via correspondence or email. All such reports should be marked "Attorney-Client Privileged Communication."

 Immediately upon receipt of the defense assignment, a written acknowledgment of receipt of the assignment of the case for defense handling.

- A written initial case evaluation and litigation budget within sixty (60) days of receipt of the assignment.
- A written status report every sixty (60) days during the litigation or as warranted by new case developments.
- A written Defense Evaluation summarizing the facts, the liability aspects of the case, the claimed damages, and Defense Counsel's thoughts regarding the settlement value of the case at least thirty (30) days before a mediation, settlement conference, or any other event during which potential settlement of the case will be discussed.
- A written Defense Evaluation at least thirty (30) days prior to the first day of trial.

Topics to Include in Initial Case Evaluation

The following topics should be included, under separate headings, in the initial case evaluation:

- Pleadings Identify the court and filing date, all parties and their attorneys, provide a brief
 evaluation of the opposing attorney, and list the causes of action alleged against each County of
 Inyo defendant.
- Factual Background Briefly summarize all file materials reviewed, relevant history, and any other
 pertinent documents used by Defense Counsel to develop the factual background of the case. This
 should include, but is not limited to, the following:
- Information about actual or potential co-defendants and their counsel
- Age, education, employment status, and marital/family status of the plaintiff(s)
- Age, education, employment status, and marital/family status of all individual defendants
- A summary of all witness interviews conducted.
- A summary of all relevant documents reviewed.
- Liability Analysis Provide an opinion on potential liability including a review of any statute of limitations issues, an analysis of the likelihood of success as to each of the causes of action alleged, and a description of applicable affirmative defenses.
- Strength and Weakness Analysis Summarize the strengths and weaknesses of the plaintiff's case.
- Discovery Plan Provide a summary of the discovery Defense Counsel you anticipate conducting in the case and the reason for it.
- Motion Practice Describe any motion practice you anticipate.
- Damages Provide any known information on potential general and special damages.
- Settlement History and Potential for Early Resolution Provide a summary of any prior settlement discussions and/or discuss any thoughts regarding early settlement including the use of statutory offers to compromise.

- Likelihood of Success Provide a low, medium, and high range of expected verdicts if the plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range.
- Attorneys' Fees If the plaintiff(s) can recover fees, provide an estimate of the fees you expect the
 plaintiff(s) has incurred to date, as well as what you expect them to incur through trial. Also
 provide an estimate of future defense attorneys' fees and costs.
- Litigation Timeline Describe the anticipated litigation timeline for the matter.
- Experts and Consultants Identify the types of experts and/or consultants needed and the name and expertise of any experts and/or consultants Defense Counsel suggests retaining.

Budget Report

A Budget Report is required for each case on which Defense Counsel is retained. Although budgets are intended to be estimates of the scope, cost, and duration of a matter, the County of Inyo will rely on these reports in setting adequate reserves. An initial budget report must be submitted to Inyo County Risk Manager within sixty (60) days of assignment of the case. If Defense Counsel becomes aware of any changes to the budget estimate, an Updated Budget Report should be provided immediately.

The Budget Report should include attorneys' fees and cost estimates for the following areas: 1) Initial Pleadings; 2) Factual Investigation (including discovery, review of subpoenaed records, witness interviews, and depositions); 3) Law and Motion; 4) Alternative Dispute Resolution; 5) Experts (includes expert fees for record review, deposition, and trial, and fees and costs incurred by Defense Counsel in taking and defending expert depositions); 6) Pre-Trial Preparation; and 7) Trial.

Defense Evaluation Report

The Defense Evaluation Report is designed to provide the reader the best and most current information on a litigated matter prior to any mediation, settlement conference, arbitration, or trial. The report must be provided to Inyo County Risk Manager at least thirty (30) days before the mediation, settlement conference, arbitration, or start of trial or, in any event, promptly upon request by County of Inyo.

The following headings should be used in the Defense Evaluation Report. A brief description of what is expected under each heading is set forth after the name of the heading below.

- Plaintiff(s) and Defendant(s) Identify each plaintiff and defendant by name. Describe the age, education, relevant employment history, and the role in the case of each individual. Also, describe the witness potential of each Plaintiff and each individual Defendant, including your opinion as to how each will be viewed by a jury.
- Claims Provide a summary of all claims asserted by each Plaintiff against each Defendant.
- Actual or Potential Co-Defendants and Cross-Defendants Identify each co-defendant/crossdefendant and the causes of action asserted against each of them. Also identify any other potential parties and the causes of action that could be asserted and explain why contribution has not been pursued.

- Factual Background Provide a summary of facts pertinent to the case.
- Percipient Witnesses Identify each percipient witness to be called by each party, their affiliation (if any) with the County of Inyo, and your opinion regarding how they will be viewed by a jury.
- Expert Witnesses Describe the expected testimony and opinions of the experts for all parties. If Plaintiff(s) have not yet disclosed experts, describe their anticipated testimony and opinions.
- Liability Provide a thorough discussion of the critical liability issues, including the Plaintiff's
 theories and the County of Inyo's defenses, whether the Plaintiff was comparatively negligent and
 the liability of all actual and potential Defendants. If applicable, this section should include
 discussion about the likelihood of success of affirmative defenses, statutes of limitations issues,
 mitigation, and immunities to be raised through summary judgment or trial. Also, include a
 reasonable prediction of which party(ies) are likely to prevail on which claims at trial and a
 probability of an overall defense verdict.
- Special Damages Provide a summary of the critical damages issues including an analysis of the amount and type of special damages the Plaintiff(s) will claim and an analysis of whether these damages are appropriate. This analysis should reflect what you expect the Plaintiff(s) will attempt to "blackboard" and provide a likelihood of success on each item of special damages you expect to be claimed. For claims for past or future lost earnings, include dates of birth, life and work life expectancies, mitigation and off-set issues, and analysis regarding lost retirement benefits.
- General Damages Discuss the Plaintiff's general damages claim including an analysis of what facts support or detract from a general damages award. Provide your estimate of a likely general damages award.
- Punitive Damages Identify who a punitive damages claim is alleged against, analyze the Plaintiff's likelihood of success in obtaining such an award, and provide an estimate of what you expect such an award might be. The County of Inyo is immune from punitive damages under California Government Code Section 818.8, but individually named Defendants are not immune. Discuss your plan for handling the punitive damages aspect of the case.
- Injunctive/Equitable Relief and Non-Monetary Damages If the Plaintiff is seeking such relief, provide your analysis regarding their likelihood of success on such a claim.
- Attorneys' Fees and Costs In cases involving claims based upon statutes authorizing fees, such
 as employment and civil rights cases, provide an estimated calculation of the Plaintiff(s)' attorneys'
 fees and costs to date, as well as your anticipated amount through trial.
- Settlement Discussions/Demand Report on any settlement discussions with opposing parties including any CCP Section 998 or Rule 68 Offers to Compromise.
- Trial/Settlement Conference/Mediation Information Provide the dates, times, and locations for any scheduled trial, settlement conference and/or mediation. Please provide the estimated length of trial and a brief outline of expected defense fees and costs through the conclusion of trial.
- Case Evaluation Summarize the overall position of the case (strengths and weaknesses of the Plaintiff's case) and make recommendations regarding a resolution or continued defense of the

case. Provide a low, medium, and high range of expected verdicts if the Plaintiff(s) were to prevail and the percentage likelihood that the verdict ends up in each range. Provide recommendations regarding an appropriate settlement range.

 Conclusion – Provide any additional thoughts not expressed above and identify additional work that needs to be completed.

PLEADINGS

RESPONSIVE PLEADINGS

Defense Counsel should review the Complaint for possible Demurrer/Motion to Dismiss or Motion to Strike based on governmental or other statutory immunities and make recommendations to the County of Inyo regarding same. Defense Counsel must obtain authority from the County of Inyo before filing any motion including, but not limited to a Demurrer, Motion to Dismiss, Motion for Judgment on the Pleadings, or Motion to Strike. Defense Counsel must provide to the County of Inyo a final copy of the filed points and authorities in support of, in opposition to, or in reply to any motion filed in the case.

CROSS-COMPLAINTS

Consider in every case whether a Cross-Complaint is necessary or appropriate. Defense Counsel must obtain approval from the County of Inyo County Counsel prior to filing a Cross-Complaint and a filed copy of the Cross-Complaint must be provided to County of Inyo County Counsel.

LAW AND MOTION/RESEARCH

Appropriate pre-trial motions are encouraged when they can result in the early conclusion of the case or reduce triable issues. Defense Counsel is selected for their expertise in their particular areas of practice; therefore, the County of Inyo does not expect to be billed for basic research in the practice area. All attorney or paralegal research time in excess of twenty (20) hours per case must be preapproved by the County of Inyo.

DISCOVERY

It is critical that Defense Counsel be aware of the facts concerning relevant documents and their availability, including electronically stored information, and to properly preserve and assert appropriate privileges. Defense Counsel shall conduct a thorough investigation, working with the Inyo County Risk Manager, to ensure that all persons with relevant information are identified and contacted, and shall conduct a thorough search for all relevant documents, ensuring that all reasonable leads are followed. Defense Counsel shall also determine what electronically stored information has been preserved, if any, where it is located, whether the information is securely stored, and confirm the chain of custody. Defense Counsel needs to understand the basics of the information systems where relevant electronically stored

information resides. It is important to resolve any issues regarding production of electronically stored information early in discovery, including forms of production and what is not reasonably accessible.

Potential discovery problems should be raised with County of Inyo immediately. Counsel must notify the County of Inyo of any motion to compel and/or request for sanctions against the County of Inyo and/or Defense Counsel, and provide a copy of any such motion, request, or order.

INTERROGATORIES AND REQUESTS FOR ADMISSION AND DOCUMENTS

At the beginning of each case, unless strategically considerations dictate otherwise, Defense Counsel should send form discovery requests and, if appropriate, special interrogatories and requests for admission to the Plaintiff. Upon receiving responses, Defense Counsel should provide a written summary of the relevant responses.

Upon receiving discovery requests in a case, Defense Counsel should immediately provide the requests to the County of Inyo. Defense Counsel should then: 1) identify appropriate objections; 2) review all documents requested to determine if any privileges are applicable; 3) prepare draft responses with the information available to Defense Counsel at that time; 4) identify requests that require additional information from County of Inyo employees; 5) meet with County of Inyo employees, as needed, to assist in formulating responses or gathering and reviewing documents; and 6) prepare the responses in final form and forward to the County of Inyo for approval and verification. It is important to finalize discovery responses sufficiently in advance of the due date to allow time to obtain the necessary verifications.

DEPOSITIONS

The County of Inyo must be given advance notice of all depositions that occur in a case. It is expected that Defense Counsel will thoroughly prepare County of Inyo's Defendants and witnesses. This includes providing them with general background relating to the deposition process, information regarding the significance of their testimony and demeanor, and prepare them for questions regarding the facts of the case. It is not appropriate to wait until the day of the deposition to prepare the witness to testify. Generally, the approved trial attorney is expected to take or defend the depositions of the Plaintiff, any individually named County of Inyo Defendants, critical witnesses, and experts.

If Defense Counsel believes that a deposition should be video-taped, Counsel must obtain authorization from the County of Inyo before scheduling a video-taped deposition.

DAMAGES DEFENSE

Defense Counsel should use any forms of discovery to fully develop and verify all claimed economic damages, including a review of all available collateral sources such as: 1) private health insurance; 2) workers' compensation; 3) Medicare/Medi-Cal (even if inadmissible); 4) income replacement sources; 5) Social Security and Supplemental Social Security; and 6) other available jobs the Plaintiff could have pursued (for mitigation).

In litigated cases involving complex economic damages, assistance of economic experts may be appropriate. Prior to trial, a decision to not present a damage defense must be discussed with and approved by County of Inyo.

EXPERT REVIEWS AND WITNESSES

At the outset of each case, Defense Counsel should evaluate what areas of expert testimony may be needed to assist in the defense of the case and should, at the earliest possible time, determine whether expert witnesses need to be retained and advise County of Inyo regarding same. Evaluations conducted by defense experts should be completed early enough in the case where they can assist Defense Counsel in evaluating the liability and damages issues in the case.

Requests to consult with or retain expert witnesses and/or conduct Independent Medical/Psychological Examinations should be discussed with the County of Inyo and authorization obtained before retention.

If at all possible, if there is more than one defendant in a case, the sharing of experts should be explored wherever practical and in the best interests of the County of Inyo. A decision to share experts should be made in writing to ensure the availability of such experts in the event a Co-Defendant is dismissed or settles.

Once it has been decided to use an outside expert, Defense Counsel is expected to:

- Contact the proposed expert to determine the expert's willingness to conduct the review or examination.
- Obtain an estimate regarding the amount of time that will be required for the review or examination. If time is subsequently expected to exceed the initial estimate, then Defense Counsel must obtain an updated estimate.
- Obtain the hourly rate and obtain approval from the County of Inyo regarding the rate requested.
- Confirm the agreement on fees and costs with the expert in writing.
- Provide all relevant records to the expert.
- Instruct the expert not to prepare a written report before discussion with Defense Counsel. At that time, counsel should determine if a written report is necessary.

After receiving billing from an expert, Defense Counsel shall review the bill. Any inconsistencies should be discussed with the expert. Defense Counsel is not authorized to advance expert fees unless prior approval has been obtained from the County of Inyo.

When formal disclosure of expert witnesses is required, Defense Counsel should provide the County of Inyo with a copy of the disclosure, as well as any disclosures provided by other parties in the case. Any retention and disclosure of supplemental witnesses must be discussed with the County of Inyo before the supplemental disclosure occurs.

TRIAL PREPARATION

The decision to challenge a judge can only be made by the County of Inyo and will require an analysis of other potential judges that could be assigned. Any request to waive a jury must also be discussed with and approved by the County of Inyo.

Defense Counsel should timely provide information to County of Inyo on the judge assigned for trial.

As soon as a trial date is assigned, Defense Counsel should notify in writing all witnesses and the County of Inyo of the date, time, and location of the trial. Defense Counsel should advise the witnesses whether their attendance is necessary on the first day of trial and coordinate the scheduling of testimony with the witnesses.

In advance of trial, County of Inyo witnesses should be well prepared by Defense Counsel to testify, including familiarity with any prior statements of testimony made by them or others pertaining to them. Witnesses should also be prepared regarding likely cross-examination, personal demeanor, how to "connect" with the jury, and appropriate dress. If witnesses are being asked about documents, they should be instructed on the foundation for the admissibility of documents, so they can understand why they are being asked certain questions.

Questions about important objections or issues to be raised in motions *in limine*, trial briefs, or other pleadings, should be discussed with the County of Inyo before trial.

TRIALS

Unless previously approved by County of Inyo, only one attorney may try a case on behalf of the County.

Attendance at trial by the proper representative from County of Inyo is critical to the successful defense of cases. It is important to identify and propose to the County of Inyo well in advance of trial an appropriate trial representative.

During trial, Defense Counsel is expected to provide brief daily email updates, including an assessment of the jury, the Court, and the testimony of witnesses and experts. As significant developments occur, more detailed updates should be provided. Any settlement offers must be conveyed immediately.

If requested, Defense Counsel shall provide a post-trial report. After the trial has concluded, Defense Counsel is expected to make recommendations to the County of Inyo on appropriate post-trial motions or appeals. Any agreement to waive costs in exchange for an agreement not to appeal must be authorized by the County of Inyo. The County of Inyo's policy is to pursue costs and attorneys' fees when awarded. Defense Counsel shall report on the amount of costs and fees awarded and provide an assessment of the financial resources and ability of the Plaintiff to pay the award.

WRITS AND APPEALS

Following trial, Defense Counsel shall consult with County of Inyo Risk Manager and County Counsel regarding appropriate post-trial motions and appeals. All petitions for writs of mandate must be authorized by County of Inyo.

SETTLEMENTS

Defense Counsel is encouraged to explore the settlement of cases informally with opposing counsel early in the litigation after obtaining the appropriate authorization. The County of Inyo also encourages mediations and participation in voluntary settlement. Approval to mediate a case must be given by the County of Inyo. A representative from the County of Inyo will attend mediations and mandatory settlement conferences on behalf of the County of Inyo.

Defense Counsel may not enter into negotiation, agreement, or binding settlement without first obtaining the appropriate authorization from the County of Inyo. Settlements over certain amounts are contingent upon approval by the County of Inyo Board of Supervisors, reinsurance pools, and/or reinsurers. In cases in which the potential settlement will exceed the entity's self-insured retention, the entity will need to obtain authority from its excess carriers/reinsurers in advance of any settlement discussions. The need to obtain approvals from the County of Inyo's Board of Supervisors should be communicated to the Plaintiff's counsel during any settlement negotiations. In cases involving claims for statutory attorneys' fees, all settlement offers, including statutory offers to compromise, should be structured to resolve all claims including attorneys' fees. All potential causes of action should be included in the settlement and release.

All settlements must consider the existence of any potential liens or right of recovery by Medicare, ERISA plans, Medi-Cal, workers' compensation insurers, etc. Defense Counsel is expected to determine who paid for any medical treatment provided to the Plaintiff in the case and how much was actually paid.

Upon reaching an oral settlement, Defense Counsel should immediately prepare a written settlement agreement. Defense Counsel is responsible for assuring that the settlement agreement is accurate and legally enforceable. If a case is resolved at mediation, it is important to have the parties and their attorneys sign, at the least, a written document that contains the material terms and conditions. Plaintiff's counsel should be advised that it usually takes up to 30 days for the County of Inyo to issue a settlement check after the final agreement has been signed by all parties and their attorneys, and then transmitted to the County of Inyo with a W-9.

After a dismissal is obtained, Defense Counsel must forward a copy of the filed dismissal to the County of Inyo and each named Defendant.

BILLING PROCEDURES

All invoices are to be submitted on a monthly basis and directed to Inyo County Risk Manager. Billings that do not comply with the billing guidelines will not be paid. Payment of any bill by the County of Inyo does not constitute a waiver of the County of Inyo's right to question, dispute, obtain reimbursement, compromise, or request repayment or future credit, for any bill or invoice previously paid.

Invoices for counsel fees and expenses should be submitted monthly, within thirty (30) days of the end of the billing period. Invoices for prior fiscal year (July 01 to June 30) must be received by County of Inyo by July 31. Final invoices should be submitted within thirty (30) days from the conclusion of the litigation matter. Defense Counsel is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill. Receipts must be submitted for all travel and other expenses. The County of Inyo does not reimburse for movies, alcohol, or entertainment.

Firm staffing on all cases should be as limited as possible. Absent prior approval, the County of Inyo will not pay for more than one (1) attorney performing the same task. For example, absent prior approval, the County of Inyo will not pay for two (2) or more attorneys to attend the same deposition. Work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience.

Generally, there should be no more than two (2) attorneys and one (1) paralegal performing work on a case at any given time. Other firm personnel may occasionally have to work on a case due to job departures, vacations, illnesses, schedule conflicts, etc., but this is the exception, not the rule. County of Inyo will not pay for "training" time for new attorneys or "learning" time or "orientation" time as new billers become involved in a matter and are learning the facts and issues. If a firm has summer associates, their time should not be billed to a case without first being approved by the County of Inyo.

INVOICES

Invoices should accurately itemize, in detail, all work performed on a matter. Each invoice must include the following:

- Law firm name and address, Date of the bill, Law firm tax identification number, County of Inyo claim number, Plaintiff(s) name(s), and invoice number.
- Each billing entry must state the name or initials of the timekeeper who performed the work, the
 date the work was performed, the hours billed, a detailed description of the services performed,
 and the total amount billed for that entry.
- Hourly rates on invoices must match rates in contract.
- Attorneys and paralegals should bill actual time spent in increments, no greater than 1/10th of an hour for each entry.
- Summarize at the end of the bill, the number of hours for each specific biller.
- Summarize at the end of the bill the totals for fees, costs, and experts.

- Narrative or block/bundled billing is not permitted.
- Final bills should be clearly marked.
- Invoices must reflect activity for only one (1) case.
- Billing entries should be listed chronologically in order of occurrence and not sub-divided by individual or task.
- If a number of different tasks are undertaken in one day, each task must be separately identified
 with a specified time for performing that task, e.g., "telephone conference with John Doe (.30);
 Attend conference with Jane Doe (1.20), etc."
- Entries regarding telephone conferences must specify the participants and the subject matter discussed.
- Vague descriptions such as "work on file," "telephone call," "conference," and "research," without further explanation, are not acceptable.
- Vendor invoices (e.g. experts, mediators, photocopy services, court reporters, and others) in an
 amount up to \$5,000 (five thousand dollars) per case should be paid by the law firm. Defense
 Counsel must review and approve all vendor invoices. The law firm must include copies of these
 invoices with monthly attorney billing.

MAXIMUM ALLOWABLE CHARGES AND TRAVEL

The following guidelines are provided regarding maximum allowable charges:

- The County of Inyo will only pay the actual cost incurred for reasonable expenses without any markups.
- A firm may conduct necessary and appropriate research up to twenty (20) hours per case without prior approval by the County of Inyo.
- Photocopy costs should not exceed ten cents (\$0.10) per page. Firms are expected to limit the
 making of photocopies and, wherever cost effective, to use the resources of designated copy
 services. Billing entries for photocopies must provide the number of copies made, the per page
 rate, and the total amount billed.
- Mileage should be billed at the applicable Federal (IRS) rate at the time of travel. The invoice should state the number of miles actually driven.
- Telephone and Fax: Actual long-distance charges only. No charges for an incoming fax and no perpage fax charge.
- Air travel is limited to coach or economy rate. Receipts for airfare should allow a reviewer to identify the fare as economy/coach class.
- Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business. Reimbursement is limited to the mid-size class.

- Incidentals, such as movies, alcohol, and entertainment are not allowed.
- Travel time shall be pro-rated if the travel includes time spent on non-County of Inyo business.

DISALLOWED CHARGES

In addition to items listed above in sections A and B, the County of Inyo will not reimburse for the following:

- Local telephone calls and all cellular phone charges.
- Routine postage, such as the U.S. Postal Service rates for letters. Any necessary extraordinary
 postage charges (such as certified mail, overnight service, or oversized packages) must be
 delineated on the bill with an explanation of the nature and purpose of the charge. Any postage
 charges that are not explained will not be reimbursed.
- File opening, file organization, or other administrative charges.
- Interoffice conferences between members of the firm, including assigning files or tasks to members of the firm.
- Case administration (e.g. reviewing status of assignments given to associates and paralegals; directing associates, paralegals, or secretaries; preparing or reviewing bills).
- Clerical tasks (e.g. transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing).
- Meals, except in conjunction with out-of-town travel (alcohol will not be reimbursed in conjunction with any travel).
- Routine legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction.
- All work customarily performed by secretaries and other administrative personnel including but not limited to, photocopying/bates stamping documents, scanning documents, transcription, retrieving files, indexing pleadings, updating case captions, making travel arrangements, calendaring, and preparing bills/invoices.
- Subscription services (e.g. Westlaw, Lexis-Nexis, or other legal database charge).
- Responding to requests from County of Inyo and/or their auditors relating to case file management and/or billing issues.



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-536

Contract with North American Mental Health Services for Provision of Mental Health Services via Tele-Psychiatry Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Lucy Vincent, Administrative Secretary

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of mental health tele-psychiatry services in an amount not to exceed \$190,800 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Health and Human Services contracted with North American Mental Health Services on November 1, 2023 to meet contractual obligations to provide psychiatry services to adults, children, and adolescents in Inyo County via tele-psychiatry. North American Mental Health Services provides tele-psychiatry services to nine other rural counties in California, including Mono County, and has been a long-standing partner with Inyo County.

Behavioral Health is further requesting approval of sole source procurement with North American Mental Health Services. A sole source procurement is justified in this situation because Behavioral Health patients have established relationships with providers from North American Mental Health Services, and changing their providers would be difficult and counterproductive to their treatment.

FISCAL IMPACT: Mental Health MediCal and Mental Health Funding **Budget Unit** 045200 Source Realignment **Budgeted? Object Code** 5265 Recurrence Ongoing Expenditure **Current Fiscal Year Impact** This contract has been budgeted. Future Fiscal Year Impacts N/A Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract with North American Mental Health Services (NAMHS). This is not recommended as the Inyo County HHS Department has selected this vendor through a competitive process and found that NAMHS provides the best value for psychiatry services that are required as part of our contract with the state.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- North American Mental Health Services Contract
- 2. Sole Source Justification Form

APPROVALS:

Lucy Vincent Created/Initiated - 7/10/2024 Darcy Ellis Approved - 7/10/2024 Lucy Vincent Approved - 7/10/2024 Melissa Best-Baker Approved - 7/13/2024 Anna Scott Approved - 7/15/2024 Keri Oney Approved - 7/25/2024 Grace Chuchla Approved - 7/26/2024 John Valleio Approved - 7/30/2024 Amy Shepherd Approved - 7/30/2024 Nate Greenberg Final Approval - 7/30/2024

AGREEMENT BETWEEN COUNTY OF INYO AND NORTH AMERICAN MENTAL HEALTH SERVICES 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 North American Mental Health Services (hereinafter referred to as "Contractor" or "NAMHS"), and in consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

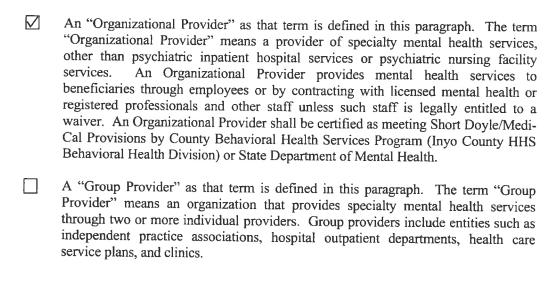
TERMS AND CONDITIONS

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 Anna Scott, whose title is: Health and Human Services Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum amount of services or work will be requested of the Contractor. 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.

2. QUALIFICATIONS OF CONTRACTOR

Contractor Is:



County of Inyo Standard Contract – BH2 (Independent Contractor – Provision of Mental Health Services) Page 1 of 16

- 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.
- a. Requirements applying to Individual, Group, and Organizational Providers:
 - Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and
 - 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 Masters 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:
 - 2. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.
 - 3. 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.
 - 4. Every I/A must meet the following criteria:

- a. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
- b. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
- c. 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.
- 5. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
- 6. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

3. TERM.

The term of this Agreement shall be from	July 1, 2024	to	June 30, 2025	,
unless sooner terminated as provided below.				

4. CONSIDERATION.

- a. <u>Compensation</u>. 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. 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, 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.
- c. <u>Limit upon amount payable under Agreement</u>. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed <u>one hundred ninety thousand eight hundred and zero cents</u> dollars (\$ 190,800.00) (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.
- d. <u>Billing and payment</u>. 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.

e. Federal and State taxes

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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.

5. 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.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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 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.

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.

7. COMPLIANCE WITH APPLICABLE LAWS

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. California Welfare & Institutions Code 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.

As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are 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.

9. 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.

10. 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 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 the 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.

11. 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.

12. RECORDS AND AUDIT.

Contractor shall maintain client records in the manner described in Attachment C.

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.

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.

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.

13. 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.

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.

14. PATIENTS' RIGHTS

Contractor shall comply with applicable patients' rights provisions in Cal. Welfare & Institutions Code 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.

15. 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.

16. ASSIGNMENT.

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

17. DEFAULT.

If the Contractor abandons the work, 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 for services and work satisfactorily performed to the date of termination.

18. 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.

19. CONFIDENTIALITY.

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.

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.

20. CONFLICTS.

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

21. 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.

22. SEVERABILITY.

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. 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-four (24) (Amendment).

24. AMENDMENT.

This Agreement may be modified by the mutual consent of the parties 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.

25. NOTICE.

Any notice regarding this Agreement 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	
HHS - Behavioral Health	_ Department
1360 North Main Street, Suite 124	Address
Bishop, CA 93514	City and State
Contractor	
North American Mental Health Services	Name
2165 Larkspur Lane	Address
Redding, CA 96002	City and State

26. 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.

COUNTY OF INYO	CONTRACTOR
By:Signature	By: Homas Audieus me CEO Signature Thomas J. Audieus me. Print or Type Name
	THOMAS J. Andrews me.
Print or Type Name	Print or Type Name
Date:	Date: 7/8/24
APPROVED AS TO FORM AND LEGALITY:	
Grace Weitz Grace Weitz (Jul 9, 2024 10:44 PDT)	
County Counsel	
APPROVED AS TO ACCOUNTING FORM:	
<u>Christio Martindalo</u> Christie Martindale (Jul 9, 2024 11:02 PDT)	
County Auditor	
APPROVED AS TO PERSONNEL REQUIREM	ENTS:
•	
K. Oney	
Personnel Services	
APPROVED AS TO INSURANCE REQUIREM	ENTS:
Assent blacket	
County Risk Manager	

ATTACHMENT A

SCOPE OF WORK

Exhibit A. Scope of Work

North American Mental Health Services will assist the County of Inyo with initial assessments for both children and adolescents looking for specialty mental health services and severe emotional disturbances. NAMHS providers will send referrals to contracted CBOs for the term of the agreement. These services will be either in person or provided through telepsychiatry. NAMHS agrees to be flexible and can add additional support services if the county's needs change. We will work closely with Inyo County's behavioral health team, participating in multidisciplinary team meetings, and provide additional billable consultation upon occasion to ensure continuity of care.

NAMHS will enhance current service provisions by working closely with behavioral staff to support individuals in crisis, support alternatives to acute psychiatric hospitalization, assess for crisis stabilization in the least restrictive setting possible, limit the use of medical emergency room services, decrease recidivism of acute crises and hospitalizations, and lower incarcerations by providing the following services:

- 1. General, acute, and continuing psychiatric outpatient services to the clients of Inyo County's behavioral health clinic. Evaluation, treatments, ongoing medication management as well as fill in the gaps in linguistic competencies.
- 2. General psychiatric in-person and/or telepsychiatry services for inmates of Inyo County Jail for 18 hours monthly.
- 3. Crisis stabilization services will be delivered to provide psychiatric stabilization and ongoing care. Services will be coordinated with the County based on need.
- 4. NAMHS providers will participate in training in the behavioral health training programs at County's discretion. Reimbursement will be requested for all per diem & air travel accommodations for travel more than 70 miles. Mileage will be reimbursed at the going federal reimbursement rate.
- 5. NAMHS will seek to match the county with a provider who can deliver culturally relevant services to Spanish-speaking and indigenous clients.

NAMHS is willing to provide services either in person or remotely, via the internet and multiple forms of teleconferencing. Services shall also include all subsequent telephone, fax, e-mail, and written communication necessary to provide follow-up services to HHS. Services to outpatient clients shall include but are not limited to:

- 1. Initial Evaluation
- 2. Psychiatric Medication Management
- 3. Medication education for staff, clients, and families.
- 4. Review, revision, and approval of assessment of clients.
- 5. Consultation, training, and support of multidisciplinary team members.
- 6. Utilization review, quality improvement protocols, and peer review.
- 7. Documentation and Reporting as required by the State of California and County.
- 8. Assessments, Affidavits, and Court testimony regarding LPS Conservatorships.

NAMHS will provide a provider who is appropriately licensed and/or certified in California. NAMHS will best accommodate the County's preference for experience in the public mental health association, Bi-Lingual in Spanish and in-person visits. Provider will participate in Medicare and Medi-Cal in accordance with all applicable provisions and meet the following:

a. Completed credentialing application or required documentation for credentialing.

 Holds a valid third-party billable provider certification (ie. Medicare, Medi-Cal and/or private insurance) or submit a complete billable provider application, along with required documentation to obtain appropriate billable provider status.

c. Annual compliance training such as HIPAA and Cultural Competency.

NAMHS will be reallocating current staff and hire new staff as needed to fulfill any responsibilities and workload associated with this contract.

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 North
American Mental Health Services, referred to herein as Business Associate ("BA"). This Agreement is
effective as of, (the "Agreement Effective Date").

RECITALS

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

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

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

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

1. Definitions

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

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 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].
- Protected Information shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- 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 CF.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."
- 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 ad agree that CE must receive satisfactory written assurance from BA that BA will adequately

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

BUSINESS ASSOCIATE
North American Mental Health Services
By: Thoman (Andrews us a
Print Name: Thomas J. Andrews, MO.
Title: CEO

ATTACHMENT B

SCHEDULE OF FEES

Exhibit B. Fee Schedule

NAMHS will provide either In-Person or Telepsychiatry with a licensed provider for up to 55 hours per month. These hours will remain flexible, and NAMHS will only bill the County for hours actually worked. The services will be provided in a mutually agreed upon block of time schedule in advance. During these blocks, a patient can be seen virtually, by phone, or in-person. During the blocks of time agreed upon for services, in case of a no-show, NAMHS will allow for substitution.

Inyo County shall reimburse Contractor (NAMHS) for services provided per the fee schedule below:

Telepsychiatry Fees

MD/DO \$265/Hour Mid-Level Practitioner (NP/PA) \$210/Hour

In- Person Fees

MD/DO \$295/Hour Mid-Level Practitioner (NP/PA) \$245/Hour

Crisis Stabilization/Consultation Services (On Call) \$500/ Week Day

\$700/ Weekend Day

Travel Reimbursement (< 70 Miles)

Airfare, accommodations, and meals

Per documented/approved receipts Mileage Federal reimbursement rate

ATTACHMENT C

STATE DEPARTMENT OF HEALTH CARE SERVICES DOCUMENTATION STANDARDS FOR CLIENT RECORDS

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

Version:	1.0	Effective 05/25/22	5/25/2022 Revised 02/28/23	
----------	-----	--------------------	-------------------------------	--

REFERENCES:

Behavioral Health Information Notice (BHIN) No: 21-073, Behavioral Health Information Notice (BHIN) No: 22-019 CA WIC section 14184.402 9 CCR 1830.205

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 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:

- (1) The beneficiary has one or both of the following:
- a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
- b. A reasonable probability of significant deterioration in an important area of life functioning. AND
- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
- a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
 - b. A suspected mental disorder that has not yet been diagnosed.

Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
 - a) The beneficiary has at least one of the following:
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide. AND
 - b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

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.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

PROCEDURE AND DOCUMENTATION STANDARDS

(1) Standardized Assessment Requirements:

A. SMHS Assessment procedures

- a.) MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- **b.)** The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.) Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- **d.**) The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- **e.**) 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.
- f.) The diagnosis. Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and

- mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waivered, and/or under the direction of a licensed mental health professional as defined in the State Plan.
- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

B. DMC and DMC-ODS Assessments

- 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.
 - E. The problem list shall include, but is not limited to, the following:
- Diagnoses identified by a provider acting within their scope of practice, if any. Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis. when applicable.
 - Problems identified by a provider acting within their scope of practice, if any.
- Problems or illnesses identified by the beneficiary and/or significant support person, if any.
- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.
- F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.
- G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

Progress Notes

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

- B. Progress notes shall include:
 - The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
 - The date that the service was provided to the beneficiary.
 - Duration of the service, including travel and documentation time.
 - Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
 - ICD 10 code.3
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.
- C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.
- D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.
- E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one 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. 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
- Peer support services must be based on an approved plan of care. The plan of care shall be documented within the progress notes in the beneficiary's clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.
- C. Requirements for treatment and care planning for additional service types are found in Attachment 1.

D. 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

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.

provision of this information and the patient's verbal or written acknowledgment that the information was received.

D. Other requirements and standards:

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
 - a) The date of service:
- b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree. licensure, or job title; and the relevant identification number, if applicable.
 - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long-term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication: probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
- 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
- 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays.
- 3) Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
- 4) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
- 5) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

6) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 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.

TRAINING: New clinical and case management staff will be required to complete documentation training available through the County's web-based learning module system (Relias) within two weeks of date of hire.

ONGOING TRAINING: As documentation standards change, updates will be presented to all staff in QII meetings and training will be required for all staff in the QII meetings. QII meetings are mandatory for Quality Improvement and Quality Assurance and all clinical and case management staff are required to sign in and remain for the entire meeting.

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 Code of Conduct and Disciplinary Action

ATTACHMENT D

INSURANCE PROVISIONS

Attachment D: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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 and the results of that work 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.
- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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. (Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)
- **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, \$2,000,000 aggregate.
- 5. Abuse/Molestation Liability (Sexual assault and misconduct): Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. (Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)
- 6. Cyber Liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. (Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)

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:

County of Inyo Insurance Standards for MOST PROFESSIONAL SERVICES 20240311/ah

Attachment D: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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 toa loss until the Contractor's primary and excess liability policies are exhausted.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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:

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

Attachment D: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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. **All certificates and endorsements and copies of all 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.

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.



County of Inyo Sole Source Authorization Form

Vendor: North American I	Mental Services
Date: 07/29/2024	
A sole source procurement may be	justified in the following situations: Section II.D.1 (located on page 6)
Sole source procurements are the in lieu of any competitive process	exception, not the norm. They are to be used sparingly and shall not be used simply because the department failed to allot sufficient time to engage in the cause the department finds the competitive process to be onerous.
Select one of the following:	
The capability of the propose unique compared to other co	d contractor is critical to the specific effort and makes the contractor clearly ntractors in the general field.
The proposed contractor has effort.	prior experience of a highly specialized nature that is vital to the proposed
The proposed contractor has being requested.	facilities, staffing, or equipment that are specialized and vital to the services
The proposed contractor has expense by another contractor	a substantial investment that would have to be duplicated at the County's or entering the field.
	for the service and/or product that only one proposed contractor can meet.
A lack of competition because	e of the existence of patent rights, copyrights, trade secrets, and/or location.
Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
\$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
_	Informal bids received
\$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	Informal bids received
\$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	RFP/RFQ Received by Board Clerk on
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

Behavioral Health is requesting approval for a sole source procurement with North American Mental Health Services (NAMHS) for FY 24-25 based on the following considerations:

NAMHS was initially chosen through a formal procurement process to provide tele-psychiatry services to adults, children, and adolescents in Inyo County. Their selection was based on comprehensive criteria, including network adequacy and fiscal responsibility, ensuring they were the best fit for the county's needs. Since being awarded the initial contract, NAMHS has consistently adjusted their service delivery to increase hours and services to meet our county's growing needs, demonstrating exceptional performance in doing so.

NAMHS provides telepsychiatry services to nine other rural counties in California, including Mono County. This extensive experience in rural settings ensures that NAMHS is well-equipped to meet the unique challenges faced by Inyo County. Their familiarity with the specific requirements and obstacles of rural healthcare provision further justifies their continued engagement.

Behavioral Health patients have built significant relationships with providers from NAMHS. Transitioning to new providers would disrupt continuity of care, potentially causing setbacks in treatment and negatively affecting patient outcomes. Maintaining these established relationships is crucial for effective and consistent care.

In light of these factors, it is evident that NAMHS is uniquely positioned to provide the necessary tele-psychiatry services. Switching providers at this juncture would be detrimental to patient care and could result in higher costs and administrative burdens. Therefore, the sole source procurement with NAMHS is both a practical and necessary decision to ensure the ongoing effective delivery of behavioral health services in Inyo County.

Gina Ellis
Department Head Signature
Sole Source Approval
D. Carriagti
Purchasing Agent Signature
County Counsel Signature
Muschephil
Auditor-Controller Signature



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-404

Contract with Advocates for Human Potential for the Behavioral Health Bridge Housing Program

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Advocates for Human Potential of Sudbury, MA for the provision of Behavioral Health Bridge Housing program services in an amount not to exceed \$1,488,504.00 for the period of January 11, 2024 to June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The State of California, through the Department of Health Care Services, is administering the Behavioral Health Bridge Housing Program. This program includes non-competitive, predetermined, maximum funding to be awarded to county Behavioral Health agencies in order to establish and operate "bridge housing" programs. These are settings which are aimed at addressing both the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including Serious Mental Illness and/or Substance Use Disorder.

The Behavioral Health Bridge Housing Program, which was signed into law in September 2022 under Assembly Bill 179 (Ting, Chapter 249, Statutes of 2022), provided \$1.5 billion in funding through June 30, 2027 to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions. The Department of Healthcare Services has selected Advocates for Human Potential to serve as a funding intermediary and technical assistance provider that is tasked with subcontracting to participating county behavioral health agencies and with providing guidance, training, monitoring, and support in program implementation.

If approved, the Inyo County Behavioral Health division intends to use Behavioral Health Bridge Housing Program funds for both operational and infrastructure development purposes. Operational activities may include housing navigation services (a case manager assisting clients to find affordable housing options); auxiliary funding for assisted living settings (clients who are placed in psychiatric care facilities); rental assistance, and/or operations related to a bridge housing project. Infrastructure funds can be used to purchase and renovate real estate to be used for short-term shelter or interim housing. Inyo County HHS is exploring the possibility of partnering with Mono County Behavioral Health and other housing partners to develop regional approaches to supportive housing using Behavioral Health Bridge Housing Program funds received by both counties.

FISCAL IMPAC	CT:		
	State Funding (Advocates for Human Potential)	Budget Unit	New Trust
Source			
Budgeted?	Yes	Object Code	4998
Recurrence	New Expenditures		
Current Fisca	l Year Impact		
Not to exceed	\$1,488,504.00 for the period of January 11, 2024 to Ju	une 30, 2027	
Future Fiscal	Year Impacts		
Not to exceed	\$1,488,504.00 for the period of January 11, 2024 to Ju	une 30, 2027	
Additional Info	ormation		

Infrastructure funds can be used to purchase and renovate real estate to be used for short-term shelter or interim housing. Inyo County HHS is exploring the possibility of partnering with Mono County Behavioral Health and other housing partners to develop regional approaches to supportive housing using Behavioral Health Bridge Housing Program funds received by both counties. We are meeting with our project manager, Mono County Behavioral Health, and other housing partners regularly to determine how these funds will actually be spent. At this time, the budget is flexible and can be modified once our program goals are solidified. These monies are advanced to Inyo County and will be put into a trust and moved into the budget when expenses occur. The expectation is that these monies may be used in FY 24/25 and beyond. There are no match requirements to receive these monies.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract with Advocates for Human Potential. This is not recommended, as doing so would mean that Inyo County would not be able participate in the Behavioral Health Bridge Housing program which could impact the County's ability to pursue operational and infrastructure opportunities which benefit individuals in need of housing and associated services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County Behavioral Health

ATTACHMENTS:

1. Subcontract Agreement

APPROVALS:

Created/Initiated - 6/19/2024 Anna Scott Darcy Ellis Approved - 6/19/2024 Anna Scott Approved - 6/19/2024 Melissa Best-Baker Approved - 6/19/2024 Christian Milovich Approved - 6/19/2024 John Valleio Approved - 6/19/2024 Amy Shepherd Approved - 7/30/2024 Nate Greenberg Final Approval - 7/30/2024

SUBCONTRACT AGREEMENT SUMMARY COVER SHEET

Subcontract ID:	20456-CA BHBH_531_BHBH_INYO_COUNTY-01
Effective Date:	January 11, 2024
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, Chief Legal Counsel Tel: 978-261-1425 (o) / cgalland@ahpnet.com
	AHP Project Director: Deborah Werner, Project Director 131 North El Molino, Suite 380, Pasadena, CA 91101 Tel: 818-999-6985 (o) / dwerner@ahpnet.com
	AHP Direct Staff Contact: Michael Helmick, Deputy Project Director 131 North El Molino, Suite 380, Pasadena, CA 91101 Tel: 323-843-2750 (c) / mhelmick@ahpnet.com
Subcontractor:	COUNTY OF INYO ("INYO") Address: 1360 North Main Street, Suite 124, Bishop, California 93514 Phone: 760-873-3305 Project Contact: Anna Scott Email address: ascott@inyocounty.us
Prime Contract Identification:	Client: California Department of Health Care Services Agreement No.: 22-20456 Contract Title: "Behavioral Health Bridge Housing (BHBH)" Program
Subcontract Type:	Deliverable Based-Type Contract
Period of Performance:	January 11, 2024, through June 30, 2027
Consideration/Budget:	Professional Services NTE \$1,488,504.00
Billing Terms:	Monthly Invoicing, per Attachments C (SOW) and D (RATE SCHEDULE)
Payment Terms:	Payment remitted fifteen (15) business days after receipt of undisputed invoice.

SUBCONTRACT AGREEMENT 20456-CA BHBH 531 BHBH INYO COUNTY-01

THIS SUBCONTRACT AGREEMENT (the "Subcontract" or "Subcontract Agreement") 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, with offices at 1360 North Main Street, Suite 124, Bishop, California 93514 ("INYO" or the "Subcontractor" or "County 'Behavioral Health Agency" or "County BHA," also referred to as a "BHA" and together with AHP, collectively the "Parties").

WITNESSETH:

WHEREAS the State of California through the Department of Health Care Services ("DHCS") is administering the Behavioral Health Bridge Housing Program ("BHBH Program"), including noncompetitive predetermined maximum funding to be awarded to county behavioral health agencies ("Behavioral Health Agencies" or "BHAs") in order to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD);

WHEREAS the BHBH Program, which was signed into law in September 2022 under <u>Assembly Bill (AB) 179</u> (Ting, Chapter 249, Statutes of 2022), provided \$1.5 billion in funding through June 30, 2027, to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions;

WHEREAS DHCS requires BHAs applying for funding to clearly demonstrate how they will reach these historically underserved client populations that are most in need of supportive services;

WHEREAS BHBH Program funding is available for all bridge housing costs including program implementation, outreach and engagement, bridge housing costs and bridge housing start-up infrastructure costs provided beds are made available within one-year of execution of this Agreement;

WHEREAS DHCS has engaged AHP, pursuant to Project No.: 22-20456, hereinafter the "Contract" or "Prime Contract," to serve as the administrative entity supporting the implementation of the BHBH Program, including reviewing BHBH program plans submitted by the BHAs (each a "BHBH Program Plan"), engaging additional consultants to support the BHBH Program implementation, and providing general grant training and technical assistance during the application process and throughout the life of the BHA's BHBH Program Plan; and

WHEREAS AHP and Subcontractor desire and have agreed to enter this Subcontract 20456-CA BHBH_531_BHBH_INYO_COUNTY-01 to assist in the implementation of the BHBH Program Plan of Subcontractor, and Subcontractor desires to pursue its BHBH Program Plan with DHCS acting through AHP pursuant to the Prime Contract.

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 (collectively, the "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.

POTENTIAL, INC.
Ву:
By:CHARLES GALLAND, CHIEF LEGAL COUNSEL
Date:
COUNTY OF INYO
By:
ANNA SCOTT,
DIRECTOR
Data

ADVOCATES FOR HUMAN

TABLE OF CONTENTS

SECTION PAGE NO. SECTION 1. PRIVITY OF CONTRACT
SECTION 2. NATURE OF THE SUBCONTRACT. 4 2.1 Type of Subcontract. 4 2.2 Funding. 4 SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY. 5 3.1 Period of Performance. 5 3.2 Time of the Essence. 5 3.3 Delivery Schedule. 5 3.4 BHBH Program Plan; Reporting and Monitoring. 6 SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE. 6 SECTION 5. SUBCONTRACTOR TRAVEL. 8 SECTION 6. CONTRACT ADMINISTRATION DATA. 8 6.1 Contractor Representatives: 8 6.2 Subcontractor Representatives: 9 6.3 Compensation, Billing Instructions, and Payment. 9 6.4 Final Payment and Closeout. 11 SECTION 7: CHANGES AND MODIFICATIONS. 11 SECTION 8: CANCELLATION / TERMINATION. 12 SECTION 9: SUBCONTRACTOR OBLIGATIONS. 12 SECTION 10: DATA COLLECTION AND PERFORMANCE. 13 SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST. 13
SECTION 2. NATURE OF THE SUBCONTRACT. 4 2.1 Type of Subcontract. 4 2.2 Funding. 4 SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY. 5 3.1 Period of Performance. 5 3.2 Time of the Essence. 5 3.3 Delivery Schedule. 5 3.4 BHBH Program Plan; Reporting and Monitoring. 6 SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE. 6 SECTION 5. SUBCONTRACTOR TRAVEL. 8 SECTION 6. CONTRACT ADMINISTRATION DATA. 8 6.1 Contractor Representatives: 8 6.2 Subcontractor Representatives: 9 6.3 Compensation, Billing Instructions, and Payment. 9 6.4 Final Payment and Closeout. 11 SECTION 7: CHANGES AND MODIFICATIONS. 11 SECTION 8: CANCELLATION / TERMINATION. 12 SECTION 9: SUBCONTRACTOR OBLIGATIONS. 12 SECTION 10: DATA COLLECTION AND PERFORMANCE. 13 SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST. 13
2.2 Funding 4 SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY 5 3.1 Period of Performance 5 3.2 Time of the Essence 5 3.3 Delivery Schedule 5 3.4 BHBH Program Plan; Reporting and Monitoring 6 SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE 6 SECTION 5. SUBCONTRACTOR TRAVEL 8 SECTION 6. CONTRACT ADMINISTRATION DATA 8 6.1 Contractor Representatives: 8 6.2 Subcontractor Representatives 9 6.3 Compensation, Billing Instructions, and Payment 9 6.4 Final Payment and Closeout 11 SECTION 7: CHANGES AND MODIFICATIONS 11 SECTION 8: CANCELLATION / TERMINATION 12 SECTION 9: SUBCONTRACTOR OBLIGATIONS 12 SECTION 10: DATA COLLECTION AND PERFORMANCE 13 SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST 13
2.2 Funding 4 SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY 5 3.1 Period of Performance 5 3.2 Time of the Essence 5 3.3 Delivery Schedule 5 3.4 BHBH Program Plan; Reporting and Monitoring 6 SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE 6 SECTION 5. SUBCONTRACTOR TRAVEL 8 SECTION 6. CONTRACT ADMINISTRATION DATA 8 6.1 Contractor Representatives: 8 6.2 Subcontractor Representatives 9 6.3 Compensation, Billing Instructions, and Payment 9 6.4 Final Payment and Closeout 11 SECTION 7: CHANGES AND MODIFICATIONS 11 SECTION 8: CANCELLATION / TERMINATION 12 SECTION 9: SUBCONTRACTOR OBLIGATIONS 12 SECTION 10: DATA COLLECTION AND PERFORMANCE 13 SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST 13
3.1 Period of Performance53.2 Time of the Essence53.3 Delivery Schedule53.4 BHBH Program Plan; Reporting and Monitoring6SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE6SECTION 5. SUBCONTRACTOR TRAVEL8SECTION 6. CONTRACT ADMINISTRATION DATA86.1 Contractor Representatives:86.2 Subcontractor Representatives96.3 Compensation, Billing Instructions, and Payment96.4 Final Payment and Closeout11SECTION 7: CHANGES AND MODIFICATIONS11SECTION 8: CANCELLATION / TERMINATION12SECTION 9: SUBCONTRACTOR OBLIGATIONS12SECTION 10: DATA COLLECTION AND PERFORMANCE13SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST13
3.2 Time of the Essence53.3 Delivery Schedule53.4 BHBH Program Plan; Reporting and Monitoring6SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE6SECTION 5. SUBCONTRACTOR TRAVEL8SECTION 6. CONTRACT ADMINISTRATION DATA86.1 Contractor Representatives86.2 Subcontractor Representatives96.3 Compensation, Billing Instructions, and Payment96.4 Final Payment and Closeout11SECTION 7: CHANGES AND MODIFICATIONS11SECTION 8: CANCELLATION / TERMINATION12SECTION 9: SUBCONTRACTOR OBLIGATIONS12SECTION 10: DATA COLLECTION AND PERFORMANCE13SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST13
3.3 Delivery Schedule
3.4 BHBH Program Plan; Reporting and Monitoring 6 SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE 6 SECTION 5. SUBCONTRACTOR TRAVEL 8 SECTION 6. CONTRACT ADMINISTRATION DATA 8 6.1 Contractor Representatives 9 6.2 Subcontractor Representatives 9 6.3 Compensation, Billing Instructions, and Payment 9 6.4 Final Payment and Closeout 11 SECTION 7: CHANGES AND MODIFICATIONS 11 SECTION 8: CANCELLATION / TERMINATION 12 SECTION 9: SUBCONTRACTOR OBLIGATIONS 12 SECTION 10: DATA COLLECTION AND PERFORMANCE 13 SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST 13
SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE 8 SECTION 5. SUBCONTRACTOR TRAVEL 8 SECTION 6. CONTRACT ADMINISTRATION DATA 8 6.1 Contractor Representatives: 8 6.2 Subcontractor Representatives 9 6.3 Compensation, Billing Instructions, and Payment 9 6.4 Final Payment and Closeout 11 SECTION 7: CHANGES AND MODIFICATIONS 11 SECTION 8: CANCELLATION / TERMINATION 12 SECTION 9: SUBCONTRACTOR OBLIGATIONS 12 SECTION 10: DATA COLLECTION AND PERFORMANCE 13 SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST 13
SECTION 5. SUBCONTRACTOR TRAVEL 8 SECTION 6. CONTRACT ADMINISTRATION DATA 8 6.1 Contractor Representatives: 8 6.2 Subcontractor Representatives 9 6.3 Compensation, Billing Instructions, and Payment 9 6.4 Final Payment and Closeout 11 SECTION 7: CHANGES AND MODIFICATIONS 11 SECTION 8: CANCELLATION / TERMINATION 12 SECTION 9: SUBCONTRACTOR OBLIGATIONS 12 SECTION 10: DATA COLLECTION AND PERFORMANCE 13 SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST 13
SECTION 6. CONTRACT ADMINISTRATION DATA 8 6.1 Contractor Representatives: 8 6.2 Subcontractor Representatives 9 6.3 Compensation, Billing Instructions, and Payment 9 6.4 Final Payment and Closeout 11 SECTION 7: CHANGES AND MODIFICATIONS 11 SECTION 8: CANCELLATION / TERMINATION 12 SECTION 9: SUBCONTRACTOR OBLIGATIONS 12 SECTION 10: DATA COLLECTION AND PERFORMANCE 13 SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST 13
6.1 Contractor Representatives:
6.2 Subcontractor Representatives
6.3 Compensation, Billing Instructions, and Payment
6.4 Final Payment and Closeout
SECTION 7: CHANGES AND MODIFICATIONS
SECTION 8: CANCELLATION / TERMINATION
SECTION 9: SUBCONTRACTOR OBLIGATIONS
SECTION 10: DATA COLLECTION AND PERFORMANCE
SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST13
SECTION 12: INDEMINIERATION 12
SECTION 13: DISPUTES/APPLICABLE LAWS
13.1 Disputes
13.2 Applicable Laws
SECTION 14: CERTIFICATIONS
SECTION 15: RECORDS AND RECORD KEEPING
SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION17 SECTION 17: RECOVERY OF OVERPAYMENTS18
SECTION 18: BEST EFFORTS
LIST OF ATTACHMENTS19 Attachment A - Standard Subcontract Terms and Conditions
Attachment B - Special Terms and Conditions Attachment C - Statement of Work
Attachment D - Statement of Work Attachment D - Rate Schedule
Attachment E - Intentionally Left Blank
Attachment F - Special Real Estate Requirements
Attachment G - Subcontractor Certification
Exhibit G - Executive Order Sanction Notification

SECTION 1. PRIVITY OF CONTRACT

This Agreement is funded in whole with funds from the State of California Department of Health Care Services ("DHCS" or "Client") through DHCS's BHBH Program. Neither the DHCS nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower tier subcontract/consulting arrangement. No privity between DHCS and Subcontractor is established by this Agreement, and no privity exists between AHP, DHCS and Subcontractor under the Prime Contract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

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

2.2 Funding

All amounts under this Subcontract Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to and approved by AHP in the Subcontractor's Statement of Work, specified in **Attachment C** ("SOW"), and Subcontractor shall perform the work within the funding allocations/budget/rates, specified in **Attachment D** ("Rate Schedule").

This Subcontract Agreement is entered into, and the obligation to fund 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 the entering into this Subcontract Agreement or should the scope of the SOW be redirected by AHP or DHCS so as to affect the work envisioned to be subcontracted, AHP shall have the right to reduce the funds allocated to the Subcontractor pursuant to this Subcontractor Agreement or cease to provide funding to the extent that funds are no longer available under the Prime Contract to affect a termination (at its sole discretion) pursuant to the termination provisions of Section 8 of this Agreement.

2.3 Subcontractor's Application This Agreement hereby incorporates by reference, the Request for Applications ("RFA"), Subcontractor's application in response to the RFA (the "Application") and Subcontractor's BHBH Program Plan or DHCS approved Program Plan update, including any associated budget, or DHCS approved associated budget update, incorporated in the BHBH Program Plan. Subcontractor shall comply with the terms and conditions outlined in the RFA, the Application, and Subcontractor's DHCS approved BHBH Program Plan or Program Plan update, including any associated budget, or DHCS approved budget update, incorporated therein.

Total funds currently available for payment and allotted to this Subcontract Agreement are NOT TO EXCEED (NTE) **ONE MILLION FOUR HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED FOUR DOLLARS AND NO CENTS (\$1,488,504.00.)**

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **January 11**, **2024**, **through June 30**, **2027**, unless sooner terminated in accordance with the terms of this Subcontract Agreement. Any extensions to the period of performance will be supported by a written modification to the Subcontract Agreement, and any changes or additions to the Agreement's SOW deliverables/days of performance shall be determined at that time.

BHBH Program funding must be spent no later than June 30, 2027. BHA funding will be monitored and paid through reimbursement invoicing, based on the achievement of identified milestones provided through required reporting, as outlined below. Changes to the BHBH Program Plan, including the timeline, and budget modifications will be accepted only by written request and must be approved by DHCS. BHA progress will be reviewed annually. If a county BHA is not on track to meet funding deliverables and spend its full contracted amount, DHCS reserves the right to redistribute those grant funds to other eligible county BHAs.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is under delay, or threatens to be under delay, of the timely performance of work, it shall, within ten (10) 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 or another appointed AHP Staff ("Staff") of the items as described in the SOW. All deliverables shall be submitted as directed by the Project Director or Staff. In no event shall Subcontractor submit a deliverable directly to the DHCS unless specifically directed to do so by the Project Director/AHP Direct Staff Contact or his/her designee or DHCS.

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

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

3.4 BHBH Program Plan; Reporting and Monitoring

Upon receipt of notice that a Subcontractor's Application is approved, the Subcontractor shall submit its BHBH Program Plan to AHP together with its SOW and payment Schedule as addendum for this Subcontract Agreement. The BHBH Program Plan must include the minimum County BHA program requirements as set forth by DHCS, the RFA, the BHBH Program Plan, and all other applicable local, state, and federal laws (collectively, the "Program Requirements"). The BHBH Program Plan shall include a monitoring and reporting plan that the Subcontractor is responsible for implementing.

Any amendment to the BHBH Program Plan must be submitted to AHP in writing and forwarded to and approved by DHCS. AHP shall notify the Subcontractor of DHCS' approval or disapproval of any amendment within fifteen (15) days of receipt of such approval or disapproval. No amendment to the BHBH Program Plan shall be valid until DHCS approves the same. The previously approved BHBH Program Plan shall remain in effect until approval is communicated to the Subcontractor by AHP via in accordance with the notice provisions of this Subcontract Agreement. Any approved amended BHBH Program Plan shall be incorporated into this Agreement upon such approval.

The Subcontractor shall comply with all reporting and monitoring requirements in the BHBH Program Plan, Program Requirements, or as directed by AHP and DHCS.

SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE

- a) This Agreement is entered under the authority of and in furtherance of the BHBH Program and the RFA issued by DHCS and the Subcontractor's Application. In addition, this Agreement hereby incorporates by reference the Subcontractor's approved Application, BHBH Program Plan, any DHCS approved BHBH Program Plan update, budget, any DHCS approved budget update, and any report submitted by Subcontractor which has relied upon by AHP.
- b) Seventy-five percent (75%) of BHBH Program funding must be used for the costs of operating bridge housing, including shelter and interim housing, rental assistance, auxiliary funding for assisted living settings and housing navigation. Up to twenty-five percent (25%) may be used for (I) Program Implementation, (ii) outreach and engagement, and/or (iii) bridge housing infrastructure start-up costs.
 - i. Bridge housing infrastructure start-up funding shall be limited to Seventy-five Thousand Dollars (\$75,000) per bed and shall not exceed twenty-five percent (25%) of the total amount of BHBH program funds awarded under this Agreement. All bridge housing infrastructure start-up activities must be complete, and beds made available within one (1) year of execution of this Agreement. Subcontractor shall provide a schedule that demonstrates that the BHBH Project can be completed within the allowable timeline.
 - ii. If the BHBH Program Plan requires the utilization of BHBH Program funds for the acquisition (or renovation) of real estate, then Subcontractor shall obtain the preapproval of DHCS, through AHP, and shall provide AHP with evidence of site control. "Site control" shall mean deeded ownership,

- executed purchase and sale agreement, or other binding agreement to the satisfaction of AHP.
- iii. Subcontractor is eligible to receive up to ninety percent (90%) of the costs of acquisition up front upon meeting site control documentation requirements set forth in this <u>Section 4</u>. Upon reconciliation of the expenditure of theses up-front funds, Subcontractor is then eligible to receive the balance of the BHBH Program funds for acquisition with reconciliation upon completion of the acquisition.
- iv. If the BHBH Program Plan requires funds addressing the renovation of real estate, BHAs are eligible to receive up to fifty percent (50%) of the costs up front upon presentation of documentation that substantiates the expenditure. Upon reconciliation of the expenditure of these up-front funds, the BHA is then eligible to receive the next forty percent (40%) of renovation costs upon the reconciliation of same and a so called "desk review" conducted for all expenditures up to ninety percent (90%), with the balance of the BHBH Program funds with reconciliation upon completion of the remaining expenditures and project completion. Desk reviews under this Agreement shall be inclusive of the documentation required to be retained by the BHA and a random sampling of invoices/charges for expenditures.
- v. In order to meet the one (1) year completion requirement, Subcontractor may begin incurring expenses (at its own risk) for reimbursement upon receipt of conditional award by DHCS.
- c) For all other BHBH Program Plans, funding will be obtained in increments of twenty-five percent (25%) upon meeting the documentation requirements required by DHCS. BHBH Program projects are subject to review, annually, at AHP's and/or DHCS's sole determination.
- d) The Subcontractor's BHBH Program funds as set forth herein shall be used solely for the purposes set forth within this Agreement, the BHBH Program Plan and as detailed in the SOW, contained herein. The Subcontractor shall be solely responsible for any costs to complete the BHBH Program Plan in excess of the funds awarded herein and as set forth in **Attachment D**, Rate Schedule. The Subcontractor shall return any excess or remaining BHBH Program funds to the State of California upon completion of its BHBH Program Plan.
- e) Subcontractor is solely liable and responsible for any increases in costs that exceed those awarded to the Subcontractor under the BHBH Program. In the event costs exceed the award, the Subcontractor shall provide a financial plan, to AHP for review for an increase to its Program costs within thirty (30) days of having to pay for the additional costs. AHP, at the sole discretion of DHCS, will either approve or deny Subcontractor's request. Neither DHCS nor AHP are obligated to approve any request to increase funding and shall not be liable or responsible for any increased costs necessary for the Subcontractor to complete the BHBH Program Plan.
- f) In the event AHP or DHCS determines the BHBH Program is behind schedule and/or may not meet funding deliverables, based upon the monitoring reports

- submitted by Subcontractor, AHP, at the sole discretion of DHCS, may refuse to disburse additional Program Funds and reduce the amount of the Program Funds.
- g) Subcontractor, or any lower-tiered subcontractor or independent consultant, is solely responsible and liable for the Subcontractor's or any lower-tiered subcontractor or independent consultants, performance and compliance with the terms and conditions within this Agreement, and the BHBH Program requirements.
- h) AHP reserves the right to subcontract with a third party in order to review and validate any requests for funding, site visits, inspections, reviews, or other items, AHP deems necessary and shall notify Subcontractor of the same.
- i) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are fully satisfied throughout the term of this Agreement. The work of the Subcontractor and any of its subcontractors and consultants shall be performed in accordance with high standards of professional skill.

SECTION 5. SUBCONTRACTOR TRAVEL

- a) Travel ⊠ is authorized under this Subcontract Agreement.
- b) Travel \square is not authorized under this Subcontract Agreement.

Please refer to "Travel and Per Diem Reimbursement" provisions set forth in **Attachment B.**

SECTION 6. CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives:

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

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

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:

AHP Direct Staff Contact:

Deborah Werner, Project Director 131 North El Molino, Suite 380 Pasadena, CA 91101

Tel: 818-999-6985 (o) / dwerner@ahpnet.com

6.2 Subcontractor Representatives:

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:

Name/Title
ascott@inyocounty.us

Email/Phone

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

Anna Scott

Name/Title
 ascott@inyocounty.us

Email/Phone

6.3 Compensation, Billing Instructions, and Payment

- a) This is a Deliverables Based Subcontract Agreement, with a not to exceed ("NTE") amount of ONE MILLION FOUR HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED FOUR DOLLARS AND NO CENTS (\$1,488,504.00). Subcontractor shall be paid in accordance with Attachment D. In addition, all Subcontractor costs are subject to allowability and reasonableness, and any restrictions contained in the Prime Contract.
- b) Invoices shall be submitted per **Attachments C and D**, no more frequently than quarterly, submitted on letterhead, and shall provide sufficient detail, including at least the following information on each invoice:
 - i. Subcontractor's Name
 - Subcontractor's TIN/EIN
 - iii. Subcontract Agreement ID: 20456-CA BHBH_531_BHBH_INYO_COUNTY
 - iv. Invoice No.
 - v. Invoice Date
 - vi. AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the SOW, 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.

Page 9 of 19

- 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 are not reimbursable under this Subcontract.
- d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (approval of the Invoice shall mean that AHP's Project Director or assigned AHP staff has reviewed, accepted, and signed the Invoice), payment shall be remitted within fifteen (15) business days after receipt of undisputed 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 AHP's review of the Invoices and backup documentation provided for in this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the SOW in **Attachment C** and the BHBH Program Plan. Should Subcontractor's lack of satisfactory performance endanger Subcontractor's ability to complete the BHBH Program Plan and SOW, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in five (5) business 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 Subcontract Agreement immediately upon written notice.
- f) Supporting Documentation: Subcontractor shall provide such 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 C, SOW. the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If, at any time, Subcontractor falls behind meeting the funding deliverables, disbursement of BHBH Program funds may be discontinued, and Subcontractor may not be entitled to any further disbursements of BHBH Program funds, at the sole discretion of DHCS.
- h) Upon budget approval for all bridge housing infrastructure start-up costs, and an approved budget for BHBH Program Plan project, or any DHCS approved updates to those documents, AHP and DHCS may fund those costs based upon the two options described below:
 - i. Reimbursement for costs, submitted to AHP by invoice, incurred by Subcontractor that shall require approval by AHP. Subcontractor shall also submit reports and photos documenting the Program's progress; or
 - ii. Advance payments in accordance with the approved BHBH Program funds and milestone schedules set forth in <u>Section 4</u>, above. Funds shall be disbursed upon AHP receiving and approving a cost reimbursement form from the Subcontract, together with any other reasonable documentation requested by AHP.

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 Final 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, and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract Agreement.

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; provided however, any determination made by AHP shall not impose a substantial burden on the Subcontractor.
- 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 AHP and DHCS' approval of the revised budget, AHP shall issue a notice to the Subcontractor containing that revised budget. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt. If the Subcontractor fails to assert a claim for adjustment within thirty (30) days or if the Subcontractor does not have any claims for adjustment to assert, then the DHCS approved revised budget shall be incorporated into this Subcontract by reference, as so amended and accepted, and the Subcontractor shall comply with the terms of that DHCS approved revised budget, as if set forth in the original budget and a part of the original Attachment to this Subcontract.
- c) Failure to obtain approval under <u>Section 7</u> of 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 <u>Section 13</u> of this Subcontract Agreement entitled "Disputes/Applicable Laws," below. Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.
- d) AHP and/or DHCS may request additional Subcontractor documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the Subcontractor verbally, by fax, email or in writing of any documentation that is required and the submission timeline. Subcontractor's failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.
- e) The foregoing notwithstanding, should either Party desire during the term of this Agreement to change or modify a term, such changes or modifications shall be proposed in writing to the other Party, who will respond in writing within thirty (30) days of receipt as to whether the proposed change/modification is accepted or rejected. If

accepted and after negotiations are concluded, the agreed upon changes shall be made consistent with the provisions of Section 7.

SECTION 8: CANCELLATION / TERMINATION

- a) AHP may terminate this Agreement upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, any breach under this Subcontract Agreement remains uncured per the provisions hereunder and/or AHP is directed by DHCS to terminate this Agreement.
- b) Upon receipt of a notice of termination or cancellation from AHP, Subcontractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- c) The Subcontractor shall be entitled to payment from all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable. Upon termination of this Agreement for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with this Agreement.

SECTION 9: SUBCONTRACTOR OBLIGATIONS

- 9.1 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.
- 9.2 Subcontractor shall comply with all Program Requirements, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto. Should these requirements change through state and/or federal statute or regulations, the Subcontractor shall maintain compliance with those requirements, as directed by AHP.
- 9.3 AHP may perform inspections, review procedures, documents pertaining to the SOW, the BHBH Program Plan and other elements of this Agreement, perform onsite visits, desk reviews to ensure Subcontractor's compliance with Sections 9.1 and 9.2, above, as well as protect against fraud, waste, and abuse.
- 9.4 In the event Subcontractor does not comply with Sections 9.1 and 9.2, above, AHP shall give notice in accordance with this Agreement and have all of the rights set forth in Section 8, above, and within the entirety of this Agreement.
- 9.5 Upon AHP's request or upon a determination of DHCS', Subcontractor shall allow DHCS and AHP to review Subcontractor's records to ensure funds were properly charged.

SECTION 10: DATA COLLECTION AND PERFORMANCE

10.1 Subcontractor is subject to any data collection and reporting requirements set forth by the Prime Contract when conveyed to the Subcontractor by AHP. Subcontractor shall provide supporting documentation as may be requested by AHP, or as may be necessary for compliance with AHP's obligations to DHCS. Additionally, Subcontractor shall comply with all reporting and monitoring requirements set forth in the BHBH Program Plan and the Program Requirements. The foregoing data collection and reporting requirements as well as the reporting and monitoring requirements herein are in addition to, and not in substitution of, any and all requirements set forth in this Agreement and this <u>Section 10.1</u> is not intended to limit or reduce such requirements previously set forth in this Agreement.

10.2 Monitoring and Site Inspection

- a) The Subcontractor shall be subject to monitoring by AHP and/or DHCS for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's procedures, books, and records, as AHP and/or DHCS deem appropriate. AHP and/or DHCS may conduct monitoring activities at any time during the Subcontractor's normal business hours.
- b) AHP and/or DHCS may conduct reviews of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of 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 in accordance with this <u>Section 10</u> constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate this Subcontract Agreement for cause pursuant to Section 8.

SECTION 11: 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 Federal Acquisition Regulations ("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 12: INDEMNIFICATION

a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their 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 or DHCS), arising out of, resulting from, or relating to, the following:

- i. 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;
- ii. Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
- iii. The failure to maintain the insurance policies required by this Subcontract Agreement, or the work performed, inclusive of Intellectual Property infringement, if applicable, under this Subcontract Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;
- iv. 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:
- v. Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
- vi. 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
- vii. 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, DHCS or AHP under the terms of this Agreement.
- b) Subcontractor shall indemnify under this <u>Section 12</u> for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors/independent consultants engaged in performance of the work under this Agreement.
- c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 13: DISPUTES/APPLICABLE LAWS

13.1 Disputes

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.

☐ Check-the-Box if Subcontractor is electing to institute a legal action or other court
proceeding with respect to any dispute arising out of, or relating to, this Agreement that
is not resolved by the good faith efforts of the Parties (herein, the "Dispute"). Upon such
election, the Dispute shall be adjudicated in any court of competent jurisdiction over the
matter in County of, California. The prevailing
party in a final, non-appealable judgement regarding the Dispute is entitled to receive,
and the non-prevailing party shall pay, in addition to all other remedies to which the
prevailing party may be entitled, the costs and reasonable attorneys' fees, the amount of
which shall be determined by the court, in the event the Parties are unable to agree.

13.2 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 State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section 13 shall survive the expiration or termination of the Subcontract Agreement.

- a) If the Subcontractor fails to comply with federal statutes, regulations, or terms and conditions of this Agreement, AHP may impose additional conditions on the Subcontractor, including:
 - i. Withholding authority to proceed to the next phase until receipt of evidence acceptable of performance within a given performance period;
 - ii. Requiring additional or more detailed financial reports;
 - iii. Requiring technical or management assistance; and/or
 - iv. Establishing additional prior approvals.
- b) In the event AHP and/or DHCS determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, AHP may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend the Subcontract Agreement activities or terminate the Subcontract Agreement.
 - iv. Withhold further agreements.

v. Take any and all other remedies that may be legally available.

SECTION 14: CERTIFICATIONS

By signature to this Subcontract 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 voluntarily 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 Agreement will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that it 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 SOW and the BHBH Program Plan, due to previous employment obligations, restrictions, commitments, or agreements that 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 the Federal Civil Rights Act of 1964, 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 complies 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 Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended (29 U.S.C 794(d)) and regulations implementing that Act as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations. 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 section 11135 codifies section 508 of the ACT requiring accessibility of electronic and information technology.
- 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 Page 16 of 19 20456-CA BHBH 531 BHBH INYO COUNTY-01 01 Subcontract Agreement

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.
- I) 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 Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in (42 CFR Part 2, Subparts A-E), including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 15: RECORDS AND RECORD KEEPING

- a) The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records in accordance with (45 CFR Section 75.361).
- b) AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, as applicable, or any of its authorized representatives, have the right to access any pertinent documents, papers, or other records of the Subcontractor, 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 16: 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 under this Subcontractor Agreement.

- 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) Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 17, "Recovery of Overpayments," below, for more information.

SECTION 17: 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:
 - i. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment; or
 - ii. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b) AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.
- c) Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (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 18: 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 this Agreement, **Attachment C**, and the BHBH Program Plan.

THIS AGREEMENT CONSISTS OF EIGHTEEN (18) TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW ON PAGE NINETEEN (19) ("LIST OF ATTACHMENTS") AND COMMENCING ON PAGE TWENTY (20) WITH ATTACHMENT A, STANDARD SUBCONTRACT TERMS AND CONDITIONS, AND ALL OF WHICH ARE HEREBY INCORPORATED INTO THIS SUBCONTRACT AGREEMENT.

LIST OF ATTACHMENTS

<u>TITLE</u>	No. of Pages
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Terms and Conditions	25
Attachment C – Statement of Work	1
Attachment D – Rate Schedule	1
Attachment E – Intentionally Left Blank	1
Attachment F – Special Real Estate Requirements	7
Attachment G – Subcontractor Certification	7
Exhibit G – EO Sanction Notification	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, as applicable.

<u>No Agency</u>: 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.

No Assignment: This Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred

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

<u>Limitation of Liability upon Termination</u>: 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, <u>or</u> *authorized* expenses incurred under the Subcontract 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 Subcontract, 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 governmental 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.

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

<u>Notices</u>: 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).

<u>Litigation</u>: Subcontractor shall provide written notice to AHP of any litigation that relates to this Subcontract, 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 Subcontract 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 restricted in the right to solicit or recruit generally in the media.

<u>Survival</u>: 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 Subcontract.

<u>Validity and Waiver</u>: 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.

<u>Interpretation:</u> This Contract 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.

<u>Counterparts/Other Instruments</u>: 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

Special Terms and Conditions

(Under DHCS Agreement No. 22-20456-BHBH)

Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and the Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment B. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this Attachment B shall be construed as a waiver of any subsequent terms or provisions herein.

- 1. Travel and Per Diem Reimbursement
- 2. Site Inspection
- 3. Intellectual Property Rights
- 4. Intentionally left blank
- 5. Confidentiality of Information
- 6. Documents, Publications and Written Reports
- 7. Subcontract Requirements
- 8. Intentionally left blank
- 9. Performance Evaluation
- 10. Progress Reports or Meetings
- 11. Progress Payment Withholds
- 12. Intentionally left blank
- 13. Legal Services Contract Requirements
- 14. Four-Digit Date Compliance
- 15. Prohibited Use of State Funds for Software
- 16. Insurance Requirements

- 17. Procurement Rules
- 18. Equipment/Property Ownership / Inventory / Disposition
- 19. Intentionally left blank
- 20. Suspension or Stop Work Notification
- 21. Public Communications
- 22. Audit and Record Retention

1. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from the Department of Health Care Services (DHCS) 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 non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. 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 CalHR rates may be approved by DHCS 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.

2. Site Inspection

The State, DHCS or AHP, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor or its location being funded by DHCS, Subcontractor, shall provide and shall require any of their 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.

3. Intellectual Property Rights

a) Ownership

i. Except where DHCS has agreed in a signed writing to accept a license, 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 DHCS and which result directly or indirectly from this Agreement.
- ii. 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.
- iii. 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.
- iv. 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 DHCS' 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 or DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Subcontractor nor DHCS shall 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 DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third- party's license agreement.
- v. Subcontractor agrees to cooperate with AHP and/or DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring 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 DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subcontractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Subcontractor.

vi. Subcontractor further agrees to assist and cooperate with AHP and/or 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 DHCS' Intellectual Property rights and interests.

b) Retained Rights / License Rights

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS 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.
- ii. 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 DHCS 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

i. Subcontractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] 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 DHCS to any work

- product made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.
- ii. 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 Subcontractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2023, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." 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

- i. 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 DHCS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions.
- ii. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to DHCS, without additional compensation, all its right, title, and interest in and to such inventions and to assist 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 and DHCS' prior written approval; and (ii) granting to or obtaining for AHP and DHCS, without additional compensation, a license, as described in Paragraph 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 these terms is unattainable, and AHP and DHCS 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 DHCS.

f) Warranties

Subcontractor represents and warrants that:

- i. It is free to enter into and fully perform this Agreement.
- ii. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

- iii. 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 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.
- iv. 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.
- v. 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.
- vi. 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 DHCS in this Agreement.
- vii. 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.
- viii. 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.
- ix. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

g) Intellectual Property Indemnity

i. 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 (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (2) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' 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 DHCS 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. DHCS reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against DHCS.

- ii. Should any Intellectual Property licensed by the Subcontractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS 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 DHCS 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, DHCS 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.
- iii. Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Section 4 by Subcontractor. Subcontractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS 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

In any agreement funded in whole or in part by the federal government, 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 and permit others to do so.

i) Survival

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

4. Intentionally left blank

5. 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 Subcontractor, its employees, agents, or 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, or subcontractors 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, or subcontractors shall promptly transmit to the AHP 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 and/or DHCS without prior written authorization from the AHP, 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 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.

6. <u>Documents, Publications and Written Reports</u>

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

Any document, publication, or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts 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.

7. Subcontract Requirements

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

- a) Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract's entered into by Subcontractor for services costing \$5,000 or more. Except as indicated in subparagraph d, herein, when securing subcontracts for services exceeding \$5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.
- b) The Subcontractor must provide in its request for authorization all information necessary for evaluating the necessity or desirability of incurring such cost.
- c) DHCS may identify the information needed to fulfill this requirement.
- d) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - i. A local governmental entity or the federal government,
 - ii. A State college or State university from any State,
 - iii. A Joint Powers Authority,
 - iv. An auxiliary organization of a California State University or a California Community college,
 - v. A foundation organized to support the Board of Governors of the California Community Colleges,
 - vi. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - vii. Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of a proposal for funding or pre/post contract award negotiations,
 - viii. Entities and/or service types identified as exempt from advertising and competitive bidding in <u>State Contracting Manual Chapter 5 Section 5.80 Subsection B.2</u>, and
 - ix. Entities whose name and budgeted costs have been submitted to DHCS

- in response to a competitive Invitation for Bid or Request for Proposal.
- x. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
- e) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in subparagraph (d)(i) through (x), above DHCS shall:
 - Obtain approval from the Department of General Services to use said subcontracts, or
 - ii. If applicable, obtain a certification from the prime Subcontractor indicating that each of the lower-tiered subcontractors was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - iii. Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
- f) When the conditions of subparagraph (a) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph (d) of <u>Provision 7</u> herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.
- g) AHP and DHCS 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.
- h) Upon receipt of a written notice from AHP or DHCS 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 AHP and DHCS.
- i) INTENTIONALLY OMITTED.
- j) INTENTIONALLY OMITTED.
- k)Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- I) Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for

approval, inspection, or audit.

- m) DHCS assumes no responsibility for the payment of Subcontractor's subcontractors used in the performance of the Agreement. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this Agreement.
- n) The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- o) When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this Agreement.
- p) Budget detail format and submission requirements will be determined by DHCS.
- q) Methods of including budget detail in this Agreement, if applicable, will be determined by DHCS.
- r) Any lower-tiered subcontractors budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.
- s) The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- t) The Subcontractor 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 (Agreement Number) and final payment from DHCS to the Subcontractor, to permit 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."
- u) Unless otherwise stipulated in writing by DHCS, the Subcontractor shall be its subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- v) Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this **Attachment B**: 1, 2, 3, 5, 6, 7, 8, 11, 17, 18, 20, and/or other numbered provisions herein that are deemed

applicable.

8. Intentionally left blank

9. <u>Performance Evaluation</u>

(Applicable only to consultant service agreements.)

- a) The Subcontractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
 - i. Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
 - ii. Whether the contracted work or services met the quality standards specified in the Agreement.
 - iii. Whether the Subcontractor fulfilled all requirements of the Agreement.
- b) Factors outside the control of the Subcontractor, which caused difficulties in subcontractor performance. Factors outside the control of the Subcontractor shall not include a Subcontractor's poor performance.
- c) The evaluation of the Subcontractor shall not be a public record.

10. Progress Reports or Meetings

(Applicable only to consultant service agreements.)

- a) Subcontractor shall submit progress reports or attend meetings with state personnel at intervals determined by AHP to determine if the Subcontractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- b) At the conclusion of this Agreement and if applicable, Subcontractor shall hold a final meeting at which Subcontractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Subcontractor shall submit a comprehensive final report.

11. Progress Payment Withholds

- a) Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed Ninety percent (90%) of the total agreement amount, regardless of agreement length.
- b) Ten percent (10%) may be withheld by AHP and/or DHCS from each invoice submitted for reimbursement, under the following conditions:

- c) For services and costs associated with subcontractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
- d) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
- e) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.
- f) Release of Amounts Withheld:
 - i. As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Subcontractor or lower-tiered subcontractor performance and any scheduled/required deliverables or reports are delivered to AHP and/or DHCS; then any funds so withheld may be released to the Subcontractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of AHP and/or DHCS.
 - ii. Payment Requests Excluded from the 10 Percent (10%) Withhold:

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Subcontractor's personal performance.

12. <u>Intentionally left blank</u>

13. <u>Legal Services Contract Requirements</u>

(Applicable only to agreements involving the performance of legal services.) The Subcontractor shall:

- a) Adhere to legal cost and billing guidelines designated by AHP and/or DHCS.
- b) Adhere to litigation plans designated by AHP and/or DHCS.
- c) Adhere to case phasing of activities designated by AHP and/or DHCS.
- d) Submit and adhere to legal budgets as designated by AHP and/or DHCS.
- e) Maintain legal malpractice insurance in an amount not less than the amount designated by AHP and/or DHCS. Said amount shall be indicated in a separate letter to the Subcontractor.
- f) Submit to legal bill audits and law firm audits if requested by AHP and/or DHCS. Such audits may be conducted by AHP, DHCS, State employees or their respective designees or by any legal cost control providers retained by AHP and/or DHCS for such purpose.

14. Four-Digit Date Compliance

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

- a) Subcontractor warrants that it will provide only Four-Digit Date Compliant (as defined below) deliverables and/or services to AHP, DHCS, and/or the State, as applicable. "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.
- b) This warranty and representation is subject to the warranty terms and conditions of this Subcontract and does not limit the generality of warranty obligations set forth elsewhere herein.

15. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor certifies that it has appropriate systems and controls in place to ensure that BHBH Program Plan 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.

16. Insurance Requirements

a) Automobile Liability Insurance

(Applicable if automobiles are purchased/reimbursed with BHBH Program Plan funds, furnished by DHCS through AHP pursuant to, or if autos are used in performance under the terms of, this Agreement.)

- i. 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 BHBH Program Plan funds under the terms of this Agreement, to the Subcontractor and/or its subcontractor.
- ii. The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.
- iii. The Subcontractor and/or its 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, DHCS, or the State, as applicable.
- iv. The Subcontractor and/or its 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.
- v. The Subcontractor and/or its subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - a. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP and DHCS;
 - b. AHP and DHCS, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for pursuant to the BHBH Program Plan under this Agreement and any extension or continuation of this Agreement;
 - c. The insurance carrier shall notify 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 the Agreement number for which the insurance was obtained;
 - d. The Subcontractor and/or its 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 and/or DHCS, 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; and
 - e. In the event the Subcontractor and/or its subcontractors fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP or DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

b) Commercial General Liability

(Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or DHCS and/or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by AHP and/or DHCS, etc.))

i. The Subcontractor must furnish to AHP either 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 or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity.

- ii. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.
- iii. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- iv. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, and 16g also apply to Commercial General Liability insurance.

c) Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

- i. Subcontractor shall maintain Pollution Liability insurance covering the Subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided. Paragraphs 16d, 16e, 16f, and 16g also apply to Pollution Liability insurance.
- d) The Subcontractor is hereby advised that copies of certificates of insurance and/or documentation of self-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 and/or DHCS, 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. Each certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.
- e) The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:
 - 1. The insurer will not cancel the insured's coverage without giving thirty (30) days prior written notice to AHP and/or DHCS, and
 - 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 of California under this Agreement.
- f) The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this 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 thirty (30) calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not

less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this Agreement for failure to comply with the insurance requirements of this Agreement.

- g) AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.
- h) Self-Insured Insurance Requirements:

(Applicable to agreements where Subcontractor has "Checked-the-Box" as self-insuring and subsections a through g, above, are inapplicable.)

□ Subcontractor acknowledges and certifies that it is covered by and will maintain throughout the term of its BHBH Program Plan self-insurance in amounts and types sufficient to satisfy its contractual insurance requirements under the BHBH Program and its BHBH Program Plan. Subcontractor hereby agrees to provide AHP in writing with a current letter addressed to AHP that states that Subcontractor, as a county in the State of California ("California"), is self-insured under the California Government Code Section 990.4 for the lines of insurance coverage enumerated in and in the amounts required under the Agreement for the period of performance set forth in the Agreement, including without limitation, Attachment B (the "Insurance Certification"). In addition, the Insurance Certification shall provide that AHP and DHCS are treated as "additional insured" under the self-insured insurance requirements of this Section 16(h) of the Agreement

The Subcontractor shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses (not compensated by the Subcontractors self-insurance as set forth in this Section 16 or otherwise), and for any other 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 the Subcontractor to maintain the insurance required by this Section.

17. Procurement Rules

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

a) Equipment/Property definitions:

Wherever the term equipment and/or property are used, the following definitions shall apply:

i. 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 AHP and/or DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

ii. Minor equipment/property

A tangible item having a base unit cost of <u>less than \$5,000</u> with a life expectancy of one (1) year or more and is either furnished by AHP and/or 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.
- c) Intentionally left blank.
- d) Intentionally left blank.
- e) In special circumstances, determined by AHP or DHCS (e.g., when AHP or DHCS has a need to monitor certain purchases, etc.), AHP or DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP or DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor and/or lower-tiered subcontractor purchase that AHP or DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f) The Subcontractor and/or lower-tiered 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/or DHCS reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor and/or lower-tiered subcontractor at any time.
- g) For all purchases, the Subcontractor and/or lower-tiered its 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 and/or lower-tiered its subcontractor for inspection or audit.
- h) AHP and/or DHCS 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 subparagraph b of this <u>Provision 17</u> by giving the Subcontractor no less than 30 calendar days written notice.

18. Equipment/Property Ownership / Inventory / Disposition

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

- a) Wherever the term equipment and/or property is used in <u>Provision 18</u>, the definitions in Paragraph a of <u>Provision 17</u> shall apply.
- b) Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to the BHBH Program Plan under the terms of this Agreement shall be considered state equipment and the property of DHCS and/or the State of California.
 - i. Reporting of Equipment/Property Receipt
 - (a) AHP and/or DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS through AHP pursuant to BHBH Program Plan funds or purchased/reimbursed with funds provided through this Agreement.
 - (b) 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 Program Manager If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Subcontractor shall request a copy from the AHP or DHCS.

ii. Annual Equipment/Property Inventory

- (a) If the Subcontractor enters 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 (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:
 - (1) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of its subcontractor (including independent consultants).
 - (2) Submit the inventory report to AHP.
 - (3) 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.
- c) Title to any equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- d) Unless otherwise stipulated, AHP and/or DHCS shall be under no obligation to pay ATTACHMENT B SPECIAL TERMS AND CONDITIONS

the cost of restoration, or rehabilitation of the Subcontractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- e) The Subcontractor and/or its 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.
 - i. In administering this provision, AHP or DHCS may require the Subcontractor and/or its Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. Subcontractor and/or its 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 the AHP and AHP's Program Manager.
 - ii. Unless otherwise stipulated by this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan 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 the 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 DHCS and/or the State, as applicable. Final disposition of equipment and/or property shall be at DHCS and/or the State, as applicable expense and according to DHCS and/or the State, as applicable 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.

a) Motor Vehicles

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

- i. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Subcontractor and/or its subcontractor shall return such vehicles to DHCS and the State, as applicable, and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS or the State, as applicable.
- ii. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds 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 and/or its subcontractor may only use said vehicles for

- performance and under the terms of this Agreement.
- iii. The Subcontractor and/or its subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds 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.
- iv. If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Subcontractor and/or its subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause as set forth in this Attachment is in effect during the term of this Agreement or any period of contract extension during which any vehicle remains in the Subcontractor's and/or its subcontractor's possession.
- v. The requirements specified in <u>Provision 16</u>, entitled, "Insurance Requirements" apply to vehicles purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement.

19. Intentionally left blank

20. Suspension or Stop Work Notification

- a) AHP or DHCS 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. 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.
 - i. 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.
 - ii. The suspension or stop work notification shall remain in effect until further written notice is received from AHP or DHCS. The resumption of work (in whole or part) will be at AHP's or DHCS' discretion and upon receipt of written confirmation.
- b) 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.
- c) Within ninety (90) days of the issuance of a suspension or stop work notification, DHCS through AHP pursuant to BHBH Program Plan funds shall either:
 - i. Cancel, extend, or modify the suspension or stop work notification; or
 - ii. Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- d) 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 funding Program's Contract Manager.
- e) If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- f) 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 and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- g) AHP and DHCS shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

21. Public Communications

- a) 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 Americans with Disabilities Act: and
- b) 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.

22. Audit and Record Retention

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

- a) The Subcontractor and/or its 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 and/or 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, DHCS, 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. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

- d) The Subcontractor and/or its subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records 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 (i) or (ii) below.
 - 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; or
 - ii. 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 and/or its 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 and/or its 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).

(Under DHCS Agreement No. 22-20456-BHBH)

bhbh_531_bhbh_Inyo_county

Year Code		Before
Item 1 7524.01 1 YEAR 1 – JANUARY 11, 2024, TO JUNE 30, 2024 PROGRAM IMPLEMENTATION AND REPORTING Behavioral Health Bridge Housing ((BHBH) Program (Program)) Plan ◆ Subcontractor shall develop the BHBH Program Plan (Plan) utilizing templates provided by AHP. The Plan shall be based on the submitted County BHBH Program (as defined in the Agreement) proposal and submitted to AHP for approval within 30 days of execution of the Agreement.	Jpon mutual execution of the agreement, the cirst Disbursement amount (First Disbursement) in the amount of wenty-five percent (25%) of the Not to exceed (NTE) amount of \$1,488,504.00) = 3372,126.00	June 30, 2024

Item/	Billing Code	Deliverable Description	Amount	Deliver On or Before
Year				
		offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income. • Clear eligibility requirements for individuals and units for short-term and/or mid-term Rental Assistance. The requirements for both short- and mid-term Assistance may be the same, or the Subcontractor may have fewer requirements for short-term than for mid-term Rental Assistance. • Fraud prevention, along with regular audits and clear documentation of all payments. • Requirements for payments to be made directly to property owners or managers. • Requirements to provide supportive services and resources to individuals who are receiving Rental Assistance, to remove barriers and help them obtain longer-term Rental Assistance or other affordable housing. • Requirements for participants to have access to onsite Supportive Services (as defined in the Agreement) at the facility or through home visits. • All required revisions to the Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures will be submitted to AHP within ten business days of receipt of revision requests. • Implement the BHBH Program Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary		
		Funding in Assisted Living, as applicable. Delivery of Behavioral Health Bridge Housing and Operations ◆ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation, as defined and described in the Plan, including the service metrics and program requirements. ◆ Collect program and individual data as described in the Plan and as requested by AHP. ◆ Provide outreach and engagement services as described in the Plan and service metrics.		

illing ode	Deliverable Description	Amount	Deliver On or Before
	Participation in Monitoring and Technical Assistance and Training (TTA) • Learning Collaborative Sessions • Participate in statewide Learning Collaborative (LC) sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. • Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits • At minimum, one staff member shall participate in monthly coaching calls with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. • If applicable, conduct County BHBH Program Implementation and Capacity-Building (as defined in the Agreement) activities as described in the Plan.		
	Reporting—Year 1 Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 1, Quarter 3: UPON EXECUTION BY ALL PARTIES –March 31, 2024, due by May 15, 2024 • Year 1, Quarter 4: April 1–June 30, 2024, due by August 15, 2024 • Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.	- \$272.426.00	
	Year 1 Subtotal	= \$372,126.00	

Item 7524.01 YEAR 2 - JULY 1, 2024, TO JUNE 30, 2025 - PROGRAM IMPLEMENTATION AND REPORTING Cost reconciliation report for the First Disbursement amount, the Second Disbursement amount, the Program proposal. * AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions within ten business days of from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. * BHBH Program Policies and Procedures Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. Implement the Policies and Procedures for approval with quarterly reports as needed. Implement the Policies and Procedures for approval with quarterly reports as needed. Implement the Policies and Procedures in the administration of Rental Assistance. Participant Assisted Living and other BHBH program operations.	Item/ Billing	Deliverable Description	Amount	Deliver On or
Year 2 PROGRAM IMPLEMENTATION AND REPORTING The Plan Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions within ten business days of from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. BHBH Program Policies and Procedures Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. Implement the Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. Delivery of Behavioral Health Bridge Housing and Operations Deliver direct behavioral health bridge housing services including, Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan and as requested by AHP. Provide Outreach and Engagement Services as described in the Plan and as requested by AHP. Provide Outreach and Engagement Services as described in the Plan and service metrics. Participation in Monitoring and TTA Learning Collaborative Sessions Participate in statewide LC sessions on a quarterly basis at a minimum; session	Year Code			Before
At least one staff member shall attend each quarterly LC. Coaching Calls, Webinars/Trainings,	Item 7524.01 2 Year	The Plan Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions within ten business days of from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. BHBH Program Policies and Procedures Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. Implement the Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. Delivery of Behavioral Health Bridge Housing and Operations Deliver direct behavioral health bridge housing services including, Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan, including the service metrics and Program requirements. Collect Program and individual data as described in the Plan and as requested by AHP. Provide Outreach and Engagement Services as described in the Plan and service metrics. Participation in Monitoring and TTA Learning Collaborative Sessions Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. At least one staff member shall attend each quarterly LC.	cost reconciliation report for the First Disbursement amount, the Second Disbursement amount shall be twenty-five percent (25%) of subcontract total (\$ 1,488,504.00) =	

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		 One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. If applicable, conduct County BHBH Program Implementation and Capacity-Building activities as defined and described in the Plan. 		
		 Reporting—Year 2 ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: ◆ Year 2, Quarter 1: July 1—September 30, 2024, due by November 15, 2024 ◆ Year 2, Quarter 2: October 1—December 31, 2024, due by February 15, 2025 ◆ Year 2, Quarter 3: January 1—March 31, 2025, due by May 15, 2025 ◆ Year 2, Quarter 4: April 1—June 30, 2025, due by August 15, 2025 ◆ Meet state requirements for submission of 		
		data into the HMIS system as required by AB 977 when and in the manner required.		
		Year 2 Subtotal	= \$372,126.00	

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 3 Year 3	7524.01	YEAR 3 - JULY 1, 2025, TO JUNE 30, 2026 - PROGRAM IMPLEMENTATION AND REPORTING The Plan ◆ Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. ◆ AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within ten business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval.	Upon approval of cost reconciliation report for the Second Disbursement amount, the Third Disbursement amount shall be twenty-five percent (25%) of subcontract total (\$1,488,504) = \$372,126.00	June 30, 2026
		BHBH Program Policies and Procedures ◆ Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. ◆ Implement the Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations.		
		 Delivery of Behavioral Health Bridge Housing and Operations ◆ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan, including the service metrics and program requirements. ◆ Collect program and individual data as described in the Plan and as requested by AHP. ◆ Provide Outreach and Engagement Services as described in the Plan and service metrics. 		
		Participation in Monitoring and TTA ◆ Learning Collaborative Sessions • Participate in LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits		

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
		 One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. If applicable, conduct Implementation and Capacity-Building activities as described in the Program Plan. 		
		 Reporting—Year 3 ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: 		
		 Year 3, Quarter 1: July 1–September 30, 2025, due by November 15, 2025 Year 3, Quarter 2: October 1–December 31, 2025, due by February 15, 2026 Year 3, Quarter 3: January 1–March 31, 2026, due by May 15, 2026 Year 3, Quarter 4: April 1–June 30, 2026, due by August 15, 2026 Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. 		
	1	Year 3 Subtotal	= \$372,126.00	I

Item	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 4 Year 4	7524.01	YEAR 4 - JULY 1, 2026, TO JUNE 30, 2027- PROGRAM IMPLEMENTATION AND REPORTING BHBH Program Plan ◆ Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. ◆ AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within ten business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval.	Upon approval of cost reconciliation report for Third Disbursement amount, the Fourth Disbursement amount shall be twenty-five percent (25%) of subcontract total (\$1,488,504) = \$372,126.00	June 30, 2027
		BHBH Program Policies and Procedures ◆ Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. ◆ Implement the Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations.		
		Delivery of Behavioral Health Bridge Housing and Operations ◆ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan, including the service metrics and the Program requirements. ◆ Collect Program and individual data as described in the and as requested by AHP. ◆ If applicable, provide Outreach and Engagement Services as described in the Plan and service metrics.		
		Participation in Monitoring and TTA ◆ Learning Collaborative Sessions • Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. • Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits		

Item	Billing Code	Deliverable Description	Amount Deliver On or Before
		 One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. If applicable, conduct Implementation and Capacity-Building activities as described in the Program Plan. 	
		Reporting—Year 4 ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates:	
		 Year 4, Quarter 1: July 1–September 30, 2026, due by November 15, 2026 Year 4, Quarter 2: October 1–December 31, 2026, due by February 15, 2027 Year 4, Quarter 3: January 1–March 31, 2027, due by May 15, 2027 Year 4, Quarter 4: April 1–June 30, 2027, due June 30, 2027 	
		 Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. Submit a final report by June 30, 2027. 	
		Year 4 Subtotal	= \$372,126.00
Firs		ment +Second Disbursement+ Third Disbursement+ Fourth Disbursement = BCONTRACT TOTAL DISBURSEMENT AMOUNT	= \$1,488,504.00

ATTACHMENT D RATE SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

SUBCONTRACTOR FUNDING/BUDGET

COUNTY NAME: Inyo County

Funding Usage Description		Budgeted Amount
Operating Bridge Housing		\$1,488,504.00
Flexible Funding Categories (no Infrastructure)		-
	Total Budget	\$1,488,504.00

Invoicing Date Range	Invoice Description	Amount of Invoice
Invoice 1: 01/11/24 – 6/30/24	Initial Advanced Payment of Non- Infrastructure Program Funds for completion and initial implementation of BHBH Program Plan.	Twenty-Five Percent (25%) of Subcontract Total Disbursement Amount
Invoice 2: 7/01/24 – 6/30/25 *	Second Installment Payment of Non- Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor for delivery of Bridge Housing as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Total Disbursement Amount
Invoice 3: 7/01/25 – 6/30/26*	Third Installment Payment of Non- Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Up to Twenty-Five Percent (25%) of Subcontract Total Disbursement Amount
Invoice 4: 7/01/26 – 6/30/27*	Final Installment Payment of Non- Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Twenty-Five Percent (25% or Remainder of Subcontract Total Disbursement Amount

^{*}Invoicing may be expedited to an interval less than annually, but no more often than quarterly.

ATTACHMENT D RATE SCHEDULE

ATTACHMENT E

SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

[Intentionally Left Blank]

ATTACHMENT E SCHEDULE

ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

(Under DHCS Agreement No. 22-20456-BHBH)

The State of California through the Department of Health Care Services ("DHCS") is administering the Behavioral Health Bridge Housing Program ("BHBH Program") through noncompetitive predetermined funding to be awarded to county behavioral health agencies ("Behavioral Health Agencies" or "BHAs") to address the immediate housing and treatment need of people experiencing homelessness who have serious behavioral health conditions (such as a serious mental illness and/or substance use disorder) that prevent them for accessing help and moving out of homelessness.

In the event Subcontractor elects to expend up to twenty-five percent (25%) of its BHBH Program funds towards bridge housing start-up infrastructure (the "Infrastructure Project"), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, "Program Funds") shall apply.

BHBH Program funding may be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. Bridge housing start-up infrastructure funding is limited to seventy-five thousand dollars (\$75,000) per bed. All bridge housing start-up infrastructure activities must be complete, and beds made available within one (1) year of execution of the Agreement.

These Special Real Estate Requirements shall become effective upon execution of the underlying Agreement and shall automatically expire concurrently with the expiration of the Prime Contract (the "Expiration Date") unless earlier terminated by AHP or DHCS (the "Term"). Terms not defined herein shall have the definitions ascribed in the Subcontract Agreement.

In the event Subcontractor was approved for the purchase of a facility or rehabilitation/renovation project, Subcontractor's plan to complete the project within one (1) year and Subcontractor's approved budget shall be incorporated herein by reference. Subcontractor further agrees that it shall be fully and solely responsible for any and all cost overruns of Subcontractor's project.

Article 1.

Conditions to Disbursement

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the Agreement, the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction of the requirements described in Section 1.1 below. Program Funds shall be disbursed for infrastructure construction costs only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.2, below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.3, below. Program Funds to be disbursed for construction costs shall be disbursed only upon FULL ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

satisfaction of the requirements of <u>Section 1.1</u> and the additional requirements described in <u>Section 1.4</u>, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

1.1 **Subcontractor Obligations**

- 1.1.1 Subcontractor is responsible for ensuring that they and their subcontractors and other vendors meet all federal, state, and local requirements.
- 1.1.2 Subcontractor is responsible for ensuring that they and their subcontractors and all other vendors satisfy all requirements set forth in the RFA, the Agreement, and the BHBH Program.
- 1.1.3 Subcontractor shall comply with the terms of the provisions of these Special Real Estate Requirements and fully executed copies of the Agreement and this Attachment F.

1.2 Requirements for Disbursement of Program Funds – Infrastructure Construction Costs

- 1.2.1 No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs until the Subcontractor submits the documents described below, and any additional supporting information, as may be required:
 - 1.2.1.1 A construction monitoring plan that shall include, at a minimum:
 - 1.2.1.1.a Review of building and construction plans, contracts with general contractors and significant subcontractors, permits, and change orders;
 - 1.2.1.1.b Periodic site inspections by Subcontractor staff or designees, with pictures and certified reports to accompany invoicing to AHP;
 - 1.2.1.1.c Policies and procedures for addressing cost overruns and Subcontractor or any underlying subcontractor or vendors failure to perform;
 - 1.2.1.1.d Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as the Project's fiscal intermediary, including ensuring that each contracting party receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;
 - 1.2.1.1.e Mechanisms and processes to oversee and monitor ongoing compliance with contractual obligations, including infrastructure and rental assistance programs (see Section 1.5,

- below), that may require onsite visits and desk reviews, and all designed to protect against fraud and abuse throughout the term of the Agreement; and
- 1.2.1.1.f Maintaining detailed records of accounts of all funds distributed and expended on the Project, by whom they were spent, and how the funds were utilized.
- 1.2.1.2 The Subcontractor's request for funds, with all required supporting documents appended thereto.
- 1.2.1.3 Certificates of insurance, or a certification of the Sponsor of self-insurance coverage if the Sponsor is self-insured, evidencing coverages required by the Agreement and naming AHP and DHCS as additional insureds, which shall be in the form and substance acceptable to AHP and DHCS.
- 1.2.1.4 Executed an access agreement allowing DHCS, or its designee, access to the facility or facilities funded by the Project Funds.
- Requirements for Disbursement of Program Funds Property Acquisition Costs. Expenditures that include contributing to the purchase of property will require site control, defined as ownership, an executed purchase and sale agreement, and/or other agreement that is legally enforceable to the satisfaction of AHP that satisfies site control. No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs related to the acquisition of real property until the Subcontractor satisfies the requirements described in Section 1.1 above. The Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.3, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Subcontractor for the transfer of title of the real property with the appropriate title company, and the following documents produced:
 - 1.3.1 An executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.
 - 1.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.
 - 1.3.3 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal

- trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;
- 1.3.4 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.
- 1.3.5 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable AHP and DHCS.
- 1.3.6 Signed escrow instructions, providing for the following:
 - 1.3.6.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and
 - 1.3.6.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.
- 1.3.7 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.6, above. In those cases, the Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own 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.
- 1.4 Requirements for Disbursement of Program Funds Construction Costs. No Program Funds shall be released to the Subcontractor for Infrastructure Project costs for construction activities until the Subcontractor satisfies the requirements described in Sections 1.1 and 1.2, above, and the Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.4, and any

additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein.

- 1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 et seq., as well as all applicable federal labor and wage laws. AHP, at its sole discretion, has the right but not the obligation to review and approve any and all documents described in this Section 1.4 and any additional information or documents as may be required by AHP hereunder.
- 1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.
- 1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obligees on the bonds.
- 1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.
- 1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget.
- 1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by (a) a certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed (although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); and (b) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to AHP.

1.5 Requirements for Disbursement of Program Funds – Rental Assistance

To receive BHBH Program rental assistance funds, Subcontractor must submit for DHCS review related policies and procedures that address the following:

1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness

- methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.
- 1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.
- 1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.
- 1.5.4 Requirements for payments to be made directly to property owners or managers.
- 1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.
- 1.5.6 Requirements for participants to have access to onsite supportive services at the facility or though home visits.
- 1.6 Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment F. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this Attachment F shall be construed as a waiver of any subsequent terms or provisions herein.

Article 2.

Notification to Proceed

In the event that Program Funds are used for the performance of construction on the Project, the Subcontractor shall submit an updated budget and schedule to AHP for its approval prior to the Subcontractor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Subcontractor shall not issue a notice to proceed to its general contractor until AHP has approved the updated budget and schedule, if any.

Article 3.

Performance

The Subcontractor shall comply with the schedule set forth in the Performance Milestones and shall provide any certification when requested. The Subcontractor shall provide regular progress reports to AHP but in all events at least quarterly, including its progress toward meeting the Performance Milestones. The Subcontractor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required certification, which AHP may approve based on a showing of good cause and acceptable assurances from the Subcontractor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein.

ATTACHMENT F

Article 4.

Default

FAILURE TO SATISFY ANY ONE OF THE CERTIFICATIONS AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLE AHP TO MANDATE THE SUBCONTRACTOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, AHP MAY, WITH DHCS APPROVAL, ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO THE SUBCONTRACTOR.

Attachment G Subcontractor Certification

(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION:

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

Subcontractor/Bidder Firm Name	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Anna Scott	
Date Executed	Executed in the County of

SUBCONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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) Provide that 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 (2) 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 Subcontractors 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 Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website 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):
 - 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 the 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)

AMERICANS 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.

Pursuant to Public Contract Code Section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a state agency with respect to any Agreement 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 Agreement is renewed, all of the following:

- 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
- 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 (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

Balance of the page intentionally left blank; Signature pages to follow.

CERTIFICATION

I, the official named below, certify under penalty of California that the foregoing is true and correct:	of perjury under the laws of the State of
Proposer/Bidder Name (Printed):	EIN:
By (Authorized Signature):	
Anna Scott	
Printed Name and Title of Person Signing:	
Executed in the County of:	_ Executed in the State of California.
Date Executed:	

Exhibit G EO Sanction Notification



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



MICHELLE BAASS

May 03, 2022

Charles Galland Chief Operating Officer Advocates for Human Potential, Inc. 490B Boston Post Road, Sudbury, MA 01776 Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration Office MS4200 1501 Capitol Ave, Sacramento, CA 95814 Phone: (918) 552-8006 Internet Address: http://www.DHCS.ca.gov



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-546

Grant Award from California Department of Public Health for California HIV Surveillance Program

Health & Human Services - Health/Prevention

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Laura Kennedy, Nurse Supervisor

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the California HIV Surveillance Program Grant Agreement between the County of Inyo and the California Department of Public Health for the provision of local HIV surveillance activities with funding amount up to \$21,935 for the period of July 1, 2024 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Health and Human Services Director to sign the agreement, Contractor Certification Clause, and California Civil Rights Laws Attachment.

BACKGROUND / SUMMARY / JUSTIFICATION:

Health care providers and clinical laboratories provide HIV case surveillance data to local health jurisdictions and the Office of AIDS as a routine public health activity required by state law (California HSC 121022 and HSC 120130). Demographic and clinical information is collected on all people living and diagnosed with HIV in California. Inyo County Public Health is required to provide surveillance of new and existing HIV cases and for linkage to care providers and case managers.

FISCAL IMPACT:				
Funding Source	Grant Funded (California Department of Public Health)	Budget Unit	045100	
Budgeted?	Yes	Object Code	4498	
Recurrence	Ongoing Revenue			
Current Fiscal Year Impact				
This is a long-term grant.				
Future Fiscal Year Impacts				
We will continue to budget these funds each year.				
Additional Information				

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatives to providing HIV surveillance activities are to not provide these services to collect, analyze, and disseminate surveillance data on people living with HIV in Inyo County. Consequences of not providing HIV surveillance could include failed linkage or delayed entry to care for persons with HIV in Inyo County which could increase the burden and transmission of HIV.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- 1. Grant Agreement No. 24-10281
- 2. Contractor Certification Clauses
- 3. California Civil Rights Laws Attachment

APPROVALS:

Created/Initiated - 7/19/2024 Laura Kennedy Darcy Ellis Approved - 7/19/2024 Laura Kennedy Approved - 7/30/2024 Melissa Best-Baker Approved - 7/30/2024 Anna Scott Approved - 7/30/2024 John Vallejo Approved - 7/30/2024 Amy Shepherd Approved - 7/30/2024 Nate Greenberg Final Approval - 7/30/2024

California HIV Surveillance Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department" TO

County of Inyo, hereinafter "Grantee"

Implementing the "HIV Surveillance"," hereinafter "Project"

GRANT AGREEMENT NUMBER 24-10281

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. The Legislature authorized in the Health & Safety Code (HSC) Section 131019 the CDPH, Office of AIDS (OA) as the lead agency within the State responsible for coordinating state programs, services and activities related to HIV and Acquired Immune Deficiency Syndrome (AIDS). HSC 131085 (a) and (b) authorize the CDPH to enter into grants to perform public health activities.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is for the Grantee to administer the HIV Surveillance Program (HSP) and to ensure the implementation of Human Immunodeficiency Virus (HIV) surveillance activities. The Grantee will plan, develop, and implement all aspects of HIV surveillance in their jurisdiction.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$21,935.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2024 and terminates on June 30, 2029. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2029.

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

County of Inyo
Stephanie Tanksley
1360 N Main Street, Suite 203
Bishop CA 93514
Telephone: (760) 873-7359
Email: stanksley@inyocounty.us
•

Direct all inquiries to the following representatives:

California Department of Public Health	County of Inyo
Kimberly Ferreira, Assistant Chief	Stephanie Tanksley
Surveillance and Prevention Evaluation and	
Reporting Branch	1360 N Main Street, Suite 203
	Bishop CA 93514
1616 Capitol Avenue, Suite 616, MS 7700	
Sacramento, CA, 95899-7426	Telephone: (760) 873-7359
	Email: stanksley@inyocounty.us
Telephone: (916) 842-0965	
Email: kimberly.ferreira@cdph.ca.gov	

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

Remittance Address
County of Inyo
Melissa Best-Baker
P.O. Drawer H Independence CA 93526
Telephone: (760) 878-0237 Email: 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 LETTER OF AWARD
EXHIBIT AI LIST OF ALLOCATIONS
EXHIBIT A2 FUNDING ALLOCATION PROCESS
EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIBIT C STANDARD GRANT CONDITIONS*
EXHIBIT D ADDITIONAL PROVISIONS
EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIRMENTS
EXHIBIT F CONTRACTOR'S RELEASE

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.

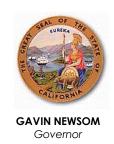
GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

State of California – Health and Human Services Agency – California Department of Public Health CDPH 1229 (11/2023)

IN WITNESS THEREOF, the pa	arties have executed this Grant on the dates set forth below.
Executed By:	
Date:	Matt Kingsley, Chairperson Inyo County Board of Supervisors 224 N. Edwards Street Independence, CA 93526
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



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



March 1, 2024

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: FY 2024-25 HIV SURVEILLANCE PROGRAM

The California Department of Public Health, Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the availability of \$6.67 million in State General Funds in fiscal year (FY) 2024-2025 for local HIV surveillance programs. HIV surveillance program activities focus on five goals:

- 1. **Maintain infrastructure for HIV surveillance** by establishing and maintaining HIV case surveillance in health, medical, public health, and social service settings, including laboratories and HIV testing sites such that HIV case reporting to the local health department occurs in a timely and complete fashion;
- 2. Collect and submit accurate, complete, and timely HIV surveillance data to Office of AIDS. Collect HIV surveillance data that meet all data requirements set forth by the OA and the Centers for Disease Control and Prevention (CDC), and submit those data to the OA in a timely fashion;
- 3. **Maintain data security and confidentiality.** Protect patient privacy and confidentiality by ensuring that protected health information is stored and disclosed only in a manner consistent with California and federal laws and regulations, and OA policies and procedures;
- 4. **Program management and coordination.** Conduct HIV surveillance activities in a manner consistent with administrative, fiscal, budgetary, and program guidance from CDPH, OA, and CDC that ensure program management and coordination;
- Collaborate with partners to respond to the HIV epidemic to facilitate sharing data and resources to support progress toward meeting California's Integrated Plan goals and objectives.



These funds will be available to the HIV surveillance program on a yearly basis from July 1, 2024 – June 30, 2029. The amount of funding allocated is on an annual basis through a non-competitive formula. The <u>Surveillance Program Funding Allocation Process</u> includes the annual allocation amounts for specific jurisdictions.

The funds must be used to provide allowable HIV surveillance program activities at the local level. For guidance, please see the <u>HIV Surveillance Program Scope of Work</u>. All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by June 1, 2024. The documents should be e-mailed to HIV.Surveillance@cdph.ca.gov. Please note that no funds are secured until the contract is fully executed.

We look forward to collaborating with you to conduct effective surveillance of the California HIV epidemic. If you have any questions, please email HIV.Surveillance@cdph.ca.gov or Kimberly Ferreira at Kimberly.Ferreira@cdph.ca.gov.

Sincerely,

Deanna A. Sykes, PhD

Chief, Surveillance and Prevention Evaluation and Reporting Branch

Office of AIDS

California Department of Public Health

cc: Kimberly Ferreira

Assistant Branch Chief

Surveillance and Prevention Evaluation and Reporting Branch

Office of AIDS

California Department of Public Health

Jamie Katayanagi, Chief

Quality Management Unit

Surveillance Section

Surveillance and Prevention Evaluation and Reporting Branch

Office of AIDS

California Department of Public Health

Exhibit A1 List of Allocations

County/City	Summary Action		FINAL FY 24/25 Adjusted Allocation		FINAL FY 25/26 Adjusted Allocation		FINAL FY 26/27 Adjusted Allocation		FINAL FY 27/28 Adjusted Allocation		FINAL FY 28/29 Adjusted Allocation		TOTAL Five (5) Year Allocation
Alameda	Formula	\$	271,514	\$	271,514	\$	271,514	\$	271,514	\$	271,514	\$	1,357,570
Alpine	Minimum	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	15,000
Amador	HH	\$	5,654	\$	5,654	\$	5,654	\$	5,654	\$	5,654	\$	28,270
Berkeley	HH	\$	25,701	\$	25,701	\$	25,701	\$	25,701	\$	25,701	\$	128,505
Butte	HH	\$	23,822	\$	23,822	\$	23,822	\$	23,822	\$	23,822	\$	119,110
Calaveras	HH	\$	5,013	\$	5,013	\$	5,013	\$	5,013	\$	5,013	\$	25,065
Colusa	Minimum	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	15,000
Contra Costa	HH	\$	162,320	\$	162,320	\$	162,320	\$	162,320	\$	162,320	\$	811,600
Del Norte	HH	\$	3,133	\$	3,133	\$	3,133	\$	3,133	\$	3,133	\$	15,665
El Dorado	HH	\$	11,807	\$	11,807	\$	11,807	\$	11,807	\$	11,807	\$	59,035
Fresno	Cap	\$	95,990	\$	95,990	\$	95,990	\$	95,990	\$	95,990	\$	479,950
Glenn	Minimum	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	15,000
Humboldt	HH	\$	11,283 20,325	\$	11,283	\$	11,283	\$	11,283	\$	11,283	\$	56,415
Imperial	Cap HH	\$ \$	4,387	\$	20,325 4,387	\$	20,325 4,387	\$	20,325 4,387	\$ 6	20,325 4,387	\$	101,625 21,935
Inyo Kern	Сар	\$	130,107	\$	130,107	\$	130,107	\$	130,107	\$	130,107	\$ \$	650,535
	НН	\$	16,926		16,926		16,926	\$	16,926	_	16,926	\$	84,630
Kings Lake	THH	\$	9,402	\$	9,402	\$	9,402	\$	9,402	\$	9,402	\$	47,010
Lassen	HH	\$	5,013	\$	5,013	\$	5,013	\$	5,013	\$	5,013	\$	25,065
Long Beach	HH	\$	228,481	\$	228,481	\$	228,481	\$	228,481	\$	228,481	\$	1,142,405
Los Angeles	Сар	\$	2,088,748	\$	2,088,748	\$	2,088,748	\$	2,088,748	\$	2,088,748	\$	10,443,740
Madera	HH	\$	15,045	\$	15,045	\$	15,045	\$	15,045	\$	15,045	\$	75,225
Marin	HH	\$	48,271	\$	48,271	\$	48,271	\$	48,271	\$	48,271	\$	241,355
Mariposa	Minimum	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	15,000
Mendocino	HH	\$	12,536	\$	12,536	\$	12,536	\$	12,536	\$	12,536	\$	62,680
Merced	Сар	\$	19,113	\$	19,113	\$	19,113	\$	19,113	\$	19,113	\$	95,565
Modoc	Minimum	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	15,000
Mono	Minimum	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	15,000
Monterey	HH	\$	45,119	\$	45,119	\$	45,119	\$	45,119	\$	45,119	\$	225,595
Napa	Formula	\$	12,896	\$	12,896	\$	12,896	\$	12,896	\$	12,896	\$	64,480
Nevada	HH	\$	6,268	\$	6,268	\$	6,268	\$	6,268	\$	6,268	\$	31,340
Orange	HH	\$	399,971	\$	399,971	\$	399,971	\$	399,971	\$	399,971	\$	1,999,855
Pasadena	Formula	\$	27,169	\$	27,169	\$	27,169	\$	27,169	\$	27,169	\$	135,845
Placer	Сар	\$	15,927	\$	15,927	\$	15,927	\$	15,927	\$	15,927	\$	79,635
Plumas	Minimum	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	15,000
Riverside	Сар	\$	310,517	\$	310,517	\$	310,517	\$	310,517	\$	310,517	\$	1,552,585
Sacramento	Сар	\$	231,143	\$	231,143	\$	231,143	\$	231,143	\$	231,143	\$	1,155,715
San Benito	Сар	\$	3,367	\$	3,367	\$	3,367	\$	3,367	\$	3,367	\$	16,835
San Bernardino	Сар	\$	271,368	\$	271,368	\$	271,368	\$	271,368	\$	271,368	\$	1,356,840
San Diego	HH	\$	621,121	\$	621,121	\$	621,121	\$	621,121	\$	621,121	\$	3,105,605
San Francisco	HH	\$	672,178	\$	672,178	\$	672,178	\$	672,178	\$	672,178	\$	3,360,890
San Joaquin	Сар	\$	88,404	\$	88,404	\$	88,404	\$	88,404	\$	88,404	\$	442,020
San Luis Obispo	HH	\$	31,344	\$	31,344	\$	31,344	\$	31,344	\$	31,344	\$	156,720
San Mateo	HH	\$	84,255	\$	84,255	\$	84,255	\$	84,255	\$	84,255	\$	421,275
Santa Barbara	Formula	\$	36,282	\$	36,282	\$	36,282	\$	36,282	\$	36,282	\$	181,410
Santa Clara	HH	\$	218,115	\$	218,115	\$	218,115	\$	218,115	\$	218,115	\$	1,090,575
Santa Cruz	HH	\$	26,329	\$	26,329	\$	26,329	\$	26,329	\$	26,329	\$	131,645
Shasta	HH	\$	13,145	\$	13,145	\$	13,145	\$	13,145	\$	13,145	\$	65,725
Sierra	Minimum	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	15,000
Siskiyou	HH	\$	4,387	\$	4,387	\$	4,387	\$	4,387	\$	4,387	\$	21,935
Solano	Formula	\$	63,988	\$	63,988	\$	63,988	\$	63,988	\$	63,988	\$	319,940
Sonoma	HH	\$	69,587	\$	69,587	\$	69,587	\$	69,587	\$ 6	69,587	\$	347,935
Stanislaus	Cap	\$	47,785	\$	47,785	\$	47,785	\$	47,785	\$ 6	47,785	\$	238,925
Sutter	Formula	\$	7,527	\$	7,527	\$	7,527	\$	7,527	\$	7,527	\$	37,635 45,000
Tehama Tripity	Minimum Minimum	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	15,000
Trinity Tulare		\$	31,855	\$	3,000 31,855	\$	31,855	\$ \$	31,855	\$	3,000 31,855	\$ \$	15,000 159,275
Tuolumne	Cap HH	\$	4,387	\$	4,387	\$	4,387	\$	4,387	\$	4,387	\$	21,935
Ventura	Сар	\$	69,656	\$	69,656	\$	69,656	\$	69,656	\$	69,656	\$	348,280
Yolo	Сар	\$	15,537	\$	15,537	\$	15,537	\$	15,537	\$	15,537	\$	77,685
Yuba	HH	\$	5,654	\$	5,654	\$	5,654	\$	5,654	\$	5,654	\$	28,270
	1 1 11 1	Ψ	5,054	Ψ	5,054	U)	3,034	Ψ	5,054	Ψ	5,054	T T	20,210

Exhibit A2 Funding Allocation Process

The Office of AIDS (OA) will allocate \$6.67 million in Fiscal Year (FY) 2024-2025 State General Fund to local health jurisdictions (LHJs) for local HIV Surveillance Programs. OA will use the following formula for FY 2024-25:

The allocation formula is based upon the following factors:

- New diagnoses for past 5 years (2017-2021); and
- Living cases at most recent year end (2021)

Funding Minimum:

OA will implement a minimum allocation of \$3,000 for the rest of the LHJs. The ten LHJs receiving the minimum allocation: *Alpine, Colusa, Glenn, Mariposa, Modoc, Mono, Plumas, Sierra, Tehama, and Trinity.*

OA will apply the following stabilization measures:

1. <u>Funding Cap (CAP):</u> OA will implement a funding cap, which is a **maximum** funding level placed on each LHJ, set at 106 percent of the FY 2023-24 allocation. The fifteen LHJs impacted by the funding cap: *Fresno, Imperial, Kern, Los Angeles, Merced, Placer, Riverside, Sacramento, San Benito, San Bernardino, San Joaquin, Stanislaus, Tulare, Ventura and Yolo.*

2. Hold Harmless Provision:

OA will distribute funds to other LHJs so that the *minimum* funding level is 96 percent of the FY 2023-24 allocation. Thirty LHJs are allocated funds due to the hold harmless provision.

Six LHJs receive their unadjusted formula amount: *Alameda, Napa, Pasadena, Santa Barbara, Solano, and Sutter.*

FY 2024/25 HIV Surveillance Program Funding Allocation

County/City		FY 23/24 Mocation	Al fe	FY 24/25 Inadjusted location via ormula (no ap, HH, or min.)	Unadjusted Allocation % of FY 23/24 Allocation		FINAL FY 24/25 Adjusted Allocation	FINAL Adjusted Allocation % of Unadjusted	FINAL Adjusted Allocation % of FY 23/24 Allocation	Summary Action
Alameda	-	285,286	Φ	272,692	95.6%	L	\$ 271,514	99.6%		Formula
Alpine	\$	200,200	\$ \$	47	95.0%	_	\$ 271,514 \$ 3,000	6383.0%	95%	Minimum
Amador	\$	6,015	\$	4,994	83.0%		\$ 5,654	113.2%	94%	
Berkeley	\$	27,342	\$	18,292	66.9%		\$ 25,701	140.5%	94%	
Butte	\$	25,343	\$	13,345	52.7%			178.5%	94%	
Calaveras	\$	5,334	\$	2,452	46.0%		\$ 5,013	204.4%	94%	
Colusa	\$	3,000	\$	2,210	73.7%			135.7%		Minimum
Contra Costa	\$	172,681	\$	140,330	81.3%		\$ 162,320	115.7%	94%	
Del Norte	\$	3,334	\$	1,382	41.5%		•	226.7%	94%	
El Dorado	\$	12,561	\$	10,358	82.5%		\$ 11,807	114.0%	94%	
Fresno	\$	90,643	\$	149,002				64.4%	106%	
Glenn	\$	3,000	\$	913	30.4%	7	\$ 3,000	328.6%		Minimum
Humboldt	\$	12,004	\$	11,324	94.3%	9,	\$ 11,283	99.6%	94%	HH
Imperial	\$	19,193	\$	31,459	163.9%	7	\$ 20,325	64.6%	106%	Сар
Inyo	\$	4,668	\$	1,230	26.3%	•	\$ 4,387	356.7%	94%	HH
Kern	\$	122,859	\$	174,105	141.7%		\$ 130,107	74.7%	106%	
Kings	\$	18,007	\$	12,834	71.3%	,	\$ 16,926	131.9%	94%	
Lake	\$	10,003	\$	5,732	57.3%	3	\$ 9,402	164.0%	94%	HH
Lassen	\$	5,334	\$	932	17.5%	,	\$ 5,013	537.9%	94%	
Long Beach	\$	243,065	\$	177,467	73.0%	٠,	\$ 228,481	128.7%	94%	
Los Angeles	\$	1,972,378	\$	2,223,227	112.7%		\$ 2,088,748	94.0%	106%	
Madera	\$	16,006	\$	13,994	87.4%		\$ 15,045	107.5%	94%	
Marin	\$	51,353	\$	30,648	59.7%	•	\$ 48,271	157.5%	94%	HH
Mariposa	\$	3,000	\$	1,084	36.1%	٠,	\$ 3,000	276.8%	100%	Minimum
Mendocino	\$	13,337	\$	7,536	56.5%	•	\$ 12,536	166.3%	94%	HH
Merced	\$	18,049	\$	31,724	175.8%	•	\$ 19,113	60.2%	106%	Сар
Modoc	\$	2,820	\$	71	2.5%	•	\$ 3,000	4225.4%		Minimum
Mono	\$	3,000	\$	336	11.2%	•	\$ 3,000	892.9%	100%	Minimum
Monterey	\$	47,999	\$	43,119	89.8%	•	\$ 45,119	104.6%	94%	HH
Napa	\$	13,251	\$	12,952	97.7%		•	99.6%	97%	Formula
Nevada	\$	6,669	\$	6,196	92.9%		•	101.2%	94%	
Orange	\$	425,502	\$	382,602	89.9%			104.5%	94%	
Pasadena	\$	26,792	\$	27,287	101.8%			99.6%		Formula
Placer	\$	15,040	\$	20,825	138.5%			76.5%		
Plumas	\$	3,000	\$	1,008	33.6%		•	297.6%		Minimum
Riverside	\$	293,218	\$	441,763	150.7%		•	70.3%	106%	
Sacramento	\$	218,266	\$	239,914	109.9%		•	96.3%		
San Benito	\$	3,180	\$	4,062	127.7%			82.9%	106%	
San Bernardino	\$	256,250	\$	330,049	128.8%		•	82.2%		
San Diego	\$	660,768	\$	618,660	93.6%			100.4%	94%	
San Francisco	\$	715,084	\$	433,268	60.6%		•	155.1%	94%	
San Joaquin	\$	83,479	\$	95,300	114.2%			92.8%		
San Luis Obispo	\$	33,345	\$	18,368	55.1%		•	170.6%	94%	
San Mateo	\$	89,634	\$	77,919	86.9%			108.1%	94%	
Santa Barbara	\$	34,678	\$	36,439	105.1%			99.6%		Formula
Santa Clara	\$	232,038	\$	194,348	83.8%			112.2%	94%	
Santa Cruz	\$	28,010	\$	21,824	77.9%		•	120.6%	94%	
Shasta	\$	13,985	\$	7,849	56.1%			167.5%	94%	
Sierra	\$	3,000	\$	217	7.2%		•	1382.5%		Minimum
Siskiyou	\$	4,668	\$	2,324	49.8%		\$ 4,387	188.8%	94%	
Solano	\$	63,257	\$	64,265	101.6%		•	99.6%		Formula
Sonoma Stanislaus	\$	74,029 45,123	\$ \$	56,681 53,998	76.6% 119.7%		•	122.8% 88.5%	94% 106%	
Sutter	\$	7,520	\$	7,560	100.5%		•	99.6%		Cap Formula
Tehama	\$	3,000	\$	2,826	94.2%			106.2%		Minimum
	\$	3,000	\$	2,826 454	94.2% 15.1%		•	660.8%		Minimum
Trinity					122.7%					
Tualumna	\$	30,081	\$	36,922	122.7% 37.8%		•	86.3% 248.6%	106% 94%	
Tuolumne	\$	4,668	\$	1,765						
Ventura Yolo	\$	65,776	\$	70,890	107.8% 126.6%		•	98.3%		
	\$	14,672	\$	18,572			•	83.7%	106%	
Yuba	\$	6,015	\$	4,639	77.1%		,	121.9%	94%	ПП
Total	\$	6,674,612	\$	6,674,585		Ľ	\$ 6,679,872			

- 0 No Case County/City Unadjusted
- 6 Formula County/City Funding
- 15 Cap County/City Minimum
- 10 Allocation County/City Hold
- 30 Harmless County/City Total
- 61 Counties/Cities

Exhibit BBudget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to HIV.Surveillance@cdph.ca.gov.
- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.
- D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B

Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

- 1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
- 2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
- **3. ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
- 4. AUDIT: Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
- **5. CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
- 6. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims 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 project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
- 7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- **8. GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- **10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- **11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- **12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- **13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- **14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- **15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- **16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

- 17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.
- **18. VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH <u>without cause</u> upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately <u>for cause</u>. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
- 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH 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 Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
 - 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

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

A. <u>Breach</u>:

"Breach" means:

- 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
- 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
- B. Confidential Information: "Confidential information" means information that:
 - does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or
 - 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
- C. <u>Disclosure</u>: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Information Privacy and Security Requirements

- D. <u>PCI</u>: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:
- E. <u>Personal Information</u>: "Personal information" means information, in any medium (paper, electronic, oral) that:
 - 1. directly or indirectly collectively identifies or uniquely describes an individual; or
 - 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 - 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
 - 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 - 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 - 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 - 7. is protected from disclosure under applicable state or federal law.
- F. <u>Security Incident</u>: "Security Incident" means:
 - 1. an attempted breach; or
 - 2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 - 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
 - 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. <u>Use</u>: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. <u>Disclosure Restrictions</u>: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

Information Privacy and Security Requirements

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. <u>Use Restrictions</u>: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. <u>Safeguards</u>: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. <u>Security</u>: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. <u>Security Officer</u>: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. <u>Training</u>: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. <u>Employee Discipline</u>: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Information Privacy and Security Requirements

XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

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

Information Privacy and Security Requirements

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

Exhibit EInformation Privacy and Security Requirements

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413
	Email: <u>privacy@cdph.ca.gov</u> Telephone: (877) 421-9634	Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

- XII. <u>Documentation of Disclosures for Requests for Accounting</u>: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. <u>Audits, Inspection and Enforcement</u>: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
 - A. <u>Retention Required by Law</u>: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
 - B. <u>Obligations Continue Until Return or Destruction</u>: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Information Privacy and Security Requirements

- C. <u>Notification of Election to Destroy CDPH PCI</u>: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. <u>Assistance in Litigation or Administrative Proceedings</u>: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. <u>No Third-Party Beneficiaries</u>: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. <u>Interpretation</u>: The terms and conditions in this Exhibit 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.
- XX. <u>Survival</u>: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Information Privacy and Security Requirements

Attachment 1

Contractor Data Security Standards

I. Personnel Controls

- A. Workforce Members Training and Confidentiality. Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- **B.** Workforce Members Discipline. Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- **C.** Workforce Member Assessment. Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. Encryption.

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- **B.** Server Security. Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- **C.** *Minimum Necessary.* Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

Information Privacy and Security Requirements

- **D.** Antivirus software. Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- **E.** *Patch Management.* All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. User Identification and Access Control. All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.
- All Contractor workforce members are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	- Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device	- Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device	- Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator Software Authenticator and a Memorized Secret.

Information Privacy and Security Requirements

- G. **CDPH PCI Destruction.** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology Special Publication 800-88" "Media Sanitization Decision Matrix."
- H. **Reauthentication.** Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity
		May use one of the authenticators to reauthenticate	Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
- When roles change
- When the execution of privileged function occurs (e.g., performing a critical transaction)
- I. Warning Banners. During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. System Logging. Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. Live Data Usage. Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be used. If synthetic data cannot be generated and/or used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.
- L. Privileged Access Management (PAM). Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

Information Privacy and Security Requirements

M. Intrusion Detection. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

- A. System Security Review. Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.
- **B.** Change Control. All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. Emergency Mode Operation Plan. Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- **B.** *CDPH PCI Backup Plan.* Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- **A.** Supervision of CDPH PCI. CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- **B.** Escorting Visitors. Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. Removal of CDPH PCI. CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. Faxing and Printing. Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

Information Privacy and Security Requirements

E. *Mailing.* Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Exhibit F

Contractor's Release

Instructions to Contractor:

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

authorized to bind the Contractor. The additional	copy may bear photocopied signatures.
Submission of Final Invoice	
number(s), ir	entered into between the California Department of Public Health (CDPH) ctor does acknowledge that final payment has been requested via invoice in the amount(s) of \$ and dated riate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.
Release of all Obligations	
By signing this form, and upon receipt of the amou	unt specified in the invoice number(s) referenced above, the Contractor does s, agents and employees of and from any and all liabilities, obligations, claims, and enced contract.
Repayments Due to Audit Exceptions / Re	cord Retention
	at expenses authorized for reimbursement does not guarantee final allowability of any sustained audit exceptions resulting from any subsequent audit made
All expense and accounting records related to the three years beyond the date of final payment, unle	above referenced contract must be maintained for audit purposes for no less than ess a longer term is stated in said contract.
Recycled Product Use Certification	
consumer material, as defined in the Public Contra to the State regardless of whether it meets the req	nalty of perjury that a minimum of 0% unless otherwise specified in writing of post act Code Section 12200, in products, materials, goods, or supplies offered or sold juirements of Public Contract Code Section 12209. Contractor specifies that he State comply with the requirements of Section 12156(e).
Reminder to Return State Equipment/Prop (Applies only if equipment was provided by CDPH or pur	
use in connection with another CDPH agreement,	d possession of State equipment (as defined in the above referenced contract) for Contractor agrees to promptly initiate arrangements to account for and return said equipment has not passed its useful life expectancy as defined in the above
Patents / Other Issues	
released as set forth above, that it will comply with	connection with patent matters and with any claims that are not specifically all of the provisions contained in the above referenced contract, including, but not the State and related to the defense or prosecution of litigation.
ONLY SIGN AND DATE THIS	DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE
Contractor's Legal Name (as on contract):	County of Inyo
Signature of Contractor or Official Designee:	Date:
Printed Name/Title of Person Signing:	

CDPH 2352 (7/07)

Distribution:

Accounting (Original)

Program

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE</u>: 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. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: 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. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO</u>
 <u>REQUIREMENT:</u> 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. <u>EXPATRIATE CORPORATIONS</u>: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

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

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

- 7. <u>DOMESTIC PARTNERS</u>: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
- 8. <u>GENDER IDENTITY</u>: 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. <u>CONFLICT OF INTEREST</u>: 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. <u>LABOR CODE/WORKERS' COMPENSATION</u>: 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. <u>AMERICANS WITH DISABILITIES ACT</u>: 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. <u>CONTRACTOR NAME CHANGE</u>: 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. <u>CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:</u>

- 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. <u>RESOLUTION</u>: 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. <u>AIR OR WATER POLLUTION VIOLATION</u>: 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. <u>PAYEE DATA RECORD FORM STD. 204</u>: 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:

- 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. <u>EMPLOYER DISCRIMINATORY POLICIES</u>: 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

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-550

Request for Street Closure for Private Party on Laws Avenue in Keeler

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Kevin Rainbolt, Engineering Assistant

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve road closure on Laws Avenue in Keeler on August 17, 2024 between noon and midnight for a private celebration.

BACKGROUND / SUMMARY / JUSTIFICATION:

On Saturday, August 17, 2024 from noon to midnight, the residents of Keeler would like to have a private community celebration. They would like to set EZ-ups in the street to provide food and music for the guests, which would necessitate temporary closure of the road.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the closing of this street. This is not recommended as the party is in a small neighborhood, and alternate paths of travel through Keeler are available.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

Special Event Permit No. SE24-08

APPROVALS:

Kevin Rainbolt Created/Initiated - 7/22/2024
Breanne Nelums Approved - 7/23/2024

Darcy Ellis Approved - 7/23/2024
Shannon Platt Approved - 7/23/2024
Michael Errante Approved - 7/23/2024
John Vallejo Approved - 7/23/2024

Nate Greenberg	Final Approval - 7/27/2024
D. O. Draway	N. I. 224 N. Edwards Chrost I. Indonesidanas, CA 02526



ROAD DEPARTMENT

168 N. EDWARDS ST. - P.O. DRAWER Q INDEPENDENCE, CA 93526 PHONE: (760) 878-0201 FAX: (760) 878-2001 **COUNTY**

OF

INYO

Michael Errante, Public Works Director Shannon Plat, Road Superintendent

SPECIAL EVENT PERMIT

To: Robyn Ross PERMIT NO: SE24-08 1094 Zucco Rd FEE: N/A

PO Box 516 DATE: 07/17/2024

Lone Pine, CA 93545 RECEIPT NO: N/A

Attn: Robyn Ross

In compliance with your request of **June 10th, 2024** and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO**:

Robyn Ross or their representative to use to use roadways within the Inyo County right-of-way for a private surprise 70th Birthday Celebration Party for a local Keeler resident between the hours of 12pm to 12am. The event will require the Closer of North Laws Ave in Keeler between 120 N Laws Ave and 180 N Laws Ave. This event shall take place in accordance with the map provided.

SPECIAL PROVISIONS

Traffic Control and Detours

The Permittee or their representative shall facilitate the passage of traffic through detours on Inyo County roadways. The Permittee or their representative shall be responsible for the setup and removal of all signs and barricades required for detours.

Signs, barricades, and/or cones for this special event may be obtained from the Inyo County Road Department. If County equipment is requested, the Permittee or their representative must, as a responsible party, sign a COUNTY LOAN AGREEMENT. Please contact Dale Renfro at 760-937-5132 to make arrangements to pick up/deliver equipment at least 10 days prior to your event.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors. Insurance shall meet the minimum requirements stipulated.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all of the general and special provisions on the face of the permit and its accompaniments.

This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

This permit shall be void unless the activities herein contemplated shall have been completed on or before August 18th 2024.

Inyo County Road Dept. County of Inyo

Kevin Rainbolt

Engineering Assistant II

By K. Rainbolt

CC: Road District 4



ROAD DEPARTMENT

P.O. DRAWER Q – 168 N. EDWARDS STREET INDEPENDENCE, CA 93526 PHONE: (760) 878-0201 FAX: (760) 878-2001

OF INYO

(For County Use Only)
Permit #: SE24-08

Michael Errante, Public Works Director Shannon Platt, Road Superintendent

APPLICATION FOR A SPECIAL EVENT PERMIT

P.O. BOX 516 760-382-2592 Expires: LONE PINE CA 93545 robynadayr1978@gmail.com E-Mail By: K. I	
1094 ZUCCO RD Address P.O. BOX 516 Contact Person 760-382-2592 Phone LONE PINE CA 93545 City/State/Zip Code Robyn Ross Contact Person 760-382-2592 Phone Expires: robynadayr1978@gmail.com E-Mail By: K. I	
Address P.O. BOX 516 Contact Person 760-382-2592 Phone LONE PINE CA 93545 City/State/Zip Code Contact Person 760-382-2592 Phone Expires: robynadayr1978@gmail.com E-Mail By: K. I	NA
P.O. BOX 516 760-382-2592 Expires: LONE PINE CA 93545 robynadayr1978@gmail.com E-Mail By: K. I	
LONE PINE CA 93545 City/State/Zip Code Phone robynadayr1978@gmail.com E-Mail Expires: Robynadayr1978@gmail.com E-Mail	te: 7/18/24
LONE PINE CA 93545 City/State/Zip Code robynadayr1978@gmail.com E-Mail By: K. I	8/18/24
	Rainbolt
PARADE () DANCE () RACE () OTHER (x)	
DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.	
Private SURPRISE 70th Birthday Party for a Keeler Resident. Large Ez-up's will be	set up
on the street. 50 people invited. Food will be provided for guests. Music will be playing for the evening.	
NAME OF ROAD (S) OR INYO COUNTY PROPERTY: Between 120 North Laws Ave	and
	-
180 North Laws Ave	
REQUESTED DATE (S) OF PERMIT: August 17th 2024	
ROAD CLOSURE: YES (x) NO () HOURS: 12 am/pm to 12 am/pm on 08	17 / 24
TRAFFIC CONTROL NEEDED: YES () NO (x)	
(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)	
SPECIAL CONDITIONS:	

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission including negligence, gross negligence, recklessness or willful misconduct of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

10

PERMITTEE SIGNATURE: Kolon Actol DATE: 06/10/24			
County use only below this line			
INSURANCE APPROVED: YES () NO () X			
ATTACHMENTS:			
COPIES TO: THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.			
APPROVED BY: K. Rainbolt DATE: 07/17/2024			
PERMIT NUMBER: SE24-08			





INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-561

Inyo Fish & Wildlife Commission Letter to California Fish & Game Commission

Inyo County Fish & Wildlife Commission

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Fish & Wildlife Commission

Assistant Clerk of the Board

RECOMMENDED ACTION:

Authorize the Inyo County Fish & Wildlife Commission to send a follow-up letter to the State Fish & Game Commission regarding mountain lion predation of mule deer and endangered Sierra Nevada Bighorn Sheep, and possibly send a similar letter from the Board of Supervisors.

BACKGROUND / SUMMARY / JUSTIFICATION:

At its July 18, 2024 meeting, the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors authorize the Inyo Fish and Wildlife Commission to send a letter to the California Fish and Game Commission. The letter provides information the Inyo Commission believes is important for CDFW to follow through on to mitigate the impact of mountain lions on the local deer and endangered species listed Sierra Nevada Bighorn sheep.

The State Commission requested a continued dialog concerning this subject and the Inyo Commission believes this letter is the first step to ensure that there is continued progress in resolving the significant decrease in the local mule deer and the detrimental decrease in the Sierra Nevada Big Horn sheep herd numbers. The Commission is also requesting the Board of Supervisors consider sending a similar letter.

Attached is the letter for the Board's consideration, as well as the draft minutes of the July 18 meeting.

BACKGROUND

At the February 20, 2024 meeting, Mr. Brian Tillemans approached your Board during public comment with a report on the status of mule deer and endangered Sierra Nevada bighorn sheep populations. He cited California Department of Fish & Wildlife (CDFW) numbers showing a dramatic decline in both species' populations at the same time that mountain lion populations have exploded. He urged the Board to support efforts to convince the CDFW to develop common-sense and much-needed mountain lion management policies when predation is taking such a significant toll on the very viability of these iconic animals.

At the request of your Board, the issue was agendized for the April 2 meeting so that the Board could better engage with Mr. Tillemans on the matter. Mr. Tillemans gave a similar update to the Inyo County Fish & Wildlife Commission on March 21. The Commission voted to ask the Board to send a letter to the

CDFW director asking for immediate action to mitigate mountain lion predation on mule deer and endangered Sierra Nevada bighorn sheep. The Commission, which may not take official positions without the approval of your Board, also asked that it be authorized to send a similar letter. Commission Chair Doug Brown was in attendance to present the request.

Your Board engaged in lengthy discussion on April 2, ultimately authorizing the Commission to send its letter about the bighorn sheep and directing Supervisors Roeser and Orrill to further research the matter and return with a letter from the Board that spells out the County's concerns and asks that immediate attention be given to the matter, with all options explored.

The State Fish & Game Commission met in Mammoth Lakes in June, at which time the State Commission requested ongoing dialogue with the local commission.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may deny the commission's request, but this would prevent the group from continuing a dialogue with the State Fish & Game Commission as it requested.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Clerk of the Board

ATTACHMENTS:

1. Mountain Lion Follow-Up Letter Request

APPROVALS:

Darcy Ellis Created/Initiated - 7/26/2024
Darcy Ellis Approved - 7/26/2024
Nate Greenberg Final Approval - 7/27/2024



INYO COUNTY FISH AND WILDLIFE COMMISSION

BISHOP, CA 93514

COMMISSION MEMBERS DOUGLAS BROWN STEVE IVEY WARREN ALLSUP GAYE MUELLER JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO: Pat Gunsolley, Secretary 4801 Alison Lane Bishop, CA 93514 pgunsolley@gmail.com

July 18, 2024

Ms. Melissa Miller-Henson, Executive Director California State Fish and Game Commission P. O. box 944209 Sacramento, CA 94244-20990

Dear Director Miller-Henson

The Inyo County Fish and Wildlife Commission thanks the State Commission for holding its June meeting in Mammoth Lakes, California. To provide a positive dialog on local concerns, as requested by the Commission, our Commission would like to provide feedback on several of the issues discussed at that meeting which were and continue to be vitally important to the residents of Inyo County and the people of California who visit the Eastern Sierra. Our Commission strongly urges the State Commission to continue to be vigilant when addressing the following concerns which were identified and considered at the July meeting.

First the Commission directed Mr. Brian Tillemans to spearhead the establishment of and lead a local group to help keep CDF&W up to date on local developments that are impacting the diminishing mule deer and Sierra Nevada Big Horn Sheep herd numbers in the Eastern Sierra. Without this local support, CDF&W will be at a disadvantage in developing workable solutions to improve local deer and sheep herd numbers. Therefore, we ask the Commission to be diligent to ensure this local collaboration with CDF&W works at the level the Commission expects.

Second our Commission believes the protection of the nationally listed as endangered Sierra Nevada Big Horn Sheep (SNBHS) in the Eastern Sierra must take precedent. This fragile species must be protected. When the California Legislature funded the SNBHS Recovery Plan to establish the parameters of how to best protect and enhance this species the Plan included a solidly developed Predator Management Plan. This management plan clearly addressed the dangers that top predators, like mountain lions, can have on herd numbers. However, over the past couple of decades the Predator Management Plan has been discontinued resulting in drastic reductions in local herd populations as manifested in the most recent herd numbers dropping from 600 to 300 sheep. It is imperative for the protection of the SNBHS that the Commission direct CDF&W to immediately reinstate the Predator Management Plan. This will enable CDF&W to reverse the impact of predators on the fragile and quickly disappearing Sierra Nevada Big Horn sheep before the world loses this beautiful animal which is unique to the Eastern Sierra.

Lastly our Commission is requesting the State Commission take the steps required to re-establish the use of depredation permits in the Eastern Sierra to support State and local efforts to minimize the impact of mountain lion predation on wildlife, i.e. mule deer, SNBHS, livestock and domestic animals. When Proposition 117 was passed by the voters in the early 1990's the depredation permit was in place to allow for necessary minimal management of destructive top predators to ensure public safety. When CDF&W discontinued the use of this invaluable tool it resulted in the scenario that is playing out today in California. Increasing numbers of the top predator and severe reductions in the numbers of the mountain lions preferred prey, the mule deer and SNBHS. The State Commission can turn this scenario around by allowing the management of predators through depredation permits when needed.

Thank you again for considering the Inyo County Fish and Wildlife Commission's comments and recommendations concerning mountain lion predation on the local mule deer herds and most especially on the Sierra Nevada Big Horn sheep.

Sincerely,

Doug BrownDoug Brown, Chairperson

FISH AND WILDLIFE COMMISSION MINUTES July 18, 2024

The Inyo County Fish and Wildlife Commission met in regular session, at 2:30 p.m., July 18, 2024, at the CADF&W Offices in Bishop, California.

Call to Order: Chairperson Doug Brown called the meeting to order and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, Chairperson, Warren Allsup, Steve Ivey, and Gaye Mueller. Commissioner Smith and Alternate Nick Lara were absent.

<u>Public Comment:</u> The Chairperson announced the public comment period. There was no one from the public wishing to address the Commission.

Financial Report: The Secretary reported that the year-end balance of the Fine Fund \$17,865.

<u>Action Item - Minute Approval:</u> Moved by Commissioner Allsup and seconded by Commissioner Brown to approve the Minutes of the May 16, 2024, meeting. Motion carried unanimously with Commissioners Alsup, Brown Ivey and Mueller voting yes and with Commissioners Smith absent.

State and Federal Agencies Reports: The Chairperson called for reports. Caltrans representatives Jonathan Fusaro and Stephen Pfieler and Wildlife Stewardship Team members made a presentation on the status of the Wildlife Crossing Project. They provided statistical information on where significant crossing occur, where proposed crossings are projected to the constructed, the types of construction being proposed, the status of the funding for the environmental phase, where match fundings may come from, and the need to secure additional match funding. They reported that during road construction at the intersection of US395 and 120-, Caltrans is finally installing the two large culverts which were scheduled to be installed 20 years ago as wildlife crossing. The Commission and the Caltrans reps had a lengthy discussion on the information provided, including the Commission offering to send support letters for the grants that are being sought for several portions of the project. Supervisor Jennifer Roeser expressed a desire to have a similar presentation given to the Board of Supervisors, saying she will follow up with the Clerk to get it set in the future.

Commission Action Item — Chairperson Brown reported on the State Fish and Game Commission meeting held in Mammoth Lakes on June 19 and 20, 2024. He focused on the part of the meeting that discussed the mountain lion predation which is impacting the mule deer herds and the Sierra Nevada Big Horn sheep herds. He expressed his concern with the short amount of time each speaker was given to provide the Commission with important facts and information about the declining herd numbers. He explained that the State Commission was supporting the formation of working group to engage with CDF&W on the issues. They asked Brian Tillemans to find members and lead the group. He also said that he thought it was important that the Inyo Commission reiterate the local concerns which were discussed. The Commission discussed the need to once again express local concerns with the decreasing Sierra Nevada Big Horn sheep numbers. Chairperson noted that there was little to no conversation about the lack of predator management as required by the legislation that funded the Sierra Nevada Big Horn Sheep study. The Commission went on to discuss the need for CDF&W to reinstate the use of mountain lion depredation permits when necessary to help alleviate mountain lions impact on livestock and domestic animals.

Moved by Steve Ivey and seconded by Gaye Mueller to request the Board of Supervisors authorize the Inyo Fish and Wildlife Commission to send a letter to the State Fish and Game Commission reiterating three important concerns regarding mountain lion predation on the local mule deer and Sierra Nevada Big Horn sheep, which are (1) State support for the local working group the State Commission requested be formed; (2) the necessity to reinstate the Predator Management Plan in conjunction with the endangered Sierra Nevada Big Horn sheep; and (3) the need for the CD&W to bring back the use of depredation permits when needed

Commission Reports: The Chairperson called for Commission reports and no reports were forthcoming.

<u>Next meeting:</u> The Chairperson confirmed August 15, 2024 as the date of the next Inyo Fish and Wildlife Commission meeting

Adjournment: The Chairperson adjourned the meeting at 4:45 p.m.



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS COUNTY ADMINISTRATIVE OFFICER ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-491

Community Wildfire Protection Plan

County Administrator - Emergency Services

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Approve Resolution No. 2024-23, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the Community Wildfire Protection Plan," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County received a grant through the Hazard Mitigation Grant Program administered by CalOES to update the Countywide Community Wildfire Protection Plan (CWPP) originally written in 2009. Community Wildfire Protection Plans are one of the most successful tools for addressing threats of wildfire to life, property, and the environment, especially for communities within the Wildland Urban Interface/Intermix.

The Healthy Forests Restoration Act of 2003 establishes the guidelines for developing a CWPP. The requirements are that it be developed collaboratively, prioritize fuel reduction efforts, and provide measures to reduce structure ignitability. This project consisted of 5 major milestones:

- 1) Prepare RFP and Procure Contractor (Completed March 2023);
- 2) Organize Resources (Completed June 2023);
- 3) Reassessment of Risk (Completed April 2024);
- 4) Develop the CWPP (Completed June 2024);
- 5) Implement the Plan (anticipated to be complete August 2024).

The Inyo County Office of Emergency Management (OEM) released a Request for Proposals (RFP) following the County procurement policy on 12/28/22 via local media, website, and targeted emails. SWCA Environmental Consultants, who also recently completed two other community-specific CWPPs in the County, was selected as the contractor on 2/15/23 and approved by County Board of Supervisors on 3/7/23. A Core Planning Team of local and regional stakeholders consisting of community organizations, tribal partners, and local, state, and federal agencies was selected to inform decision-making and draft the plan.

There were three Core Team meetings throughout the development of the plan: one to set the goals and baseline data, a second to develop project recommendations and give input on community field assessments, and a third to edit the draft for finalization. In partnership with SWCA and Whitebark Institute, County OEM hosted three public workshops to gather community input. The first was in August 2023 to gather input on project recommendations and community field assessments and the other two, one in Lone Pine and the other in Bishop, occurred during the public comment period open from 3/7/24 to 4/22/24 to gather feedback on the full draft of the plan. A Story Map and Community Risk Map were created as outreach tools, providing a user-friendly way to engage with the content. Community input was also gathered via an online survey open from July 2023 through December 2023, a feedback form on the Ready Inyo website, emails, and phone calls. Roughly 90 community members gave input on the plan and all five districts were represented in these community responses. The final plan was completed in June 2024 and is hosted on the Ready Inyo website along with the accompanying Story Map, Community Risk Explorer, and Project Tracking Dashboard. The plan is in the process of being signed by contributing partners and will be considered ready for implementation after this step.

The Healthy Forests Restoration Act requires that three entities mutually agree to the final contents of the CWPP: the County/City government, local fire departments, and the state entity responsible for forest management (CALFIRE for Inyo County). The next steps will be to create an action plan across the County which delineates roles/responsibilities, funding needs, and establishes timetables for completing the highest priority projects using the recommendations and risk profiles from the plan.

The CWPP is available for download and the accompanying tools can be found on the Ready Inyo website:

- https://ready.inyocounty.us/pages/cwpp
- Story Map: https://ready.inyocounty.us/apps/4f9a0c13271946c2902023be680fff3f/explore
- Community Risk Explorer:

https://ready.inyocounty.us/apps/5bb86870ce944b128d5454b5a70c8920/explore

- CWPP Project Tracking Dashboard:

https://ready.inyocounty.us/apps/1de241346e334ca5a412add216df4918/explore

FISCAL IMPACT:			
Funding Source	Grant Funded (Hazard Mitigation Grant Program - CalOES)	Budget Unit	023700
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Funds are nearly expended: \$149,824.79 out of \$150,000 have been spent so far. A 25% match is required.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Resolution approving and adopting the Community Wildfire Protection Plan (CWPP), or request changes be made to the CWPP. This is not recommended as this document has gone through extensive community review and is awaiting final approval by the County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

CALFIRE, CalTrans, California Office of Emergency Services, Bureau of Land Management, Inyo National Forest, National Park Service, Natural Resources Conservation Service, Inyo County GIS/Planning/Sheriff/Building and Safety/Environmental Health/Public Works, Mono County, Southern California Edison, Los Angeles Department of Water and Power, Bishop Fire Protection District, Big Pine Fire Protection District, Independence Fire Protection District, Lone Pine Fire Protection District, Olancha Cartago Fire Protection District, Southern Inyo Fire Protection District, Bishop Paiute Tribe, Big Pine

Paiute Tribe, Fort Independence Tribe, Lone Pine Paiute Shoshone Tribe, Timbisha Shoshone Tribe, 40 Acres Fire Safe Council, Independence Fire Safe Council, Whitebark Institute, Sierra Business Council

ATTACHMENTS:

- 1. Executive Summary
- 2. CWPP Resolution

APPROVALS:

Mikaela Torres Created/Initiated - 7/26/2024
Mikaela Torres Approved - 7/26/2024
Darcy Ellis Approved - 7/26/2024
Nate Greenberg Final Approval - 7/27/2024



EXECUTIVE SUMMARY

WHAT IS THE PURPOSE OF THIS COMMUNITY WILDFIRE PROTECTION PLAN?

The purpose of the 2024 Inyo County Community Wildfire Protection Plan (CWPP) update is to:

- 1. Provide a countywide scale of wildfire risk and protection needs.
- 2. Protect human life from wildfire and reduce property loss due to wildfire throughout the community.
- 3. Bring together all the responsible wildfire management and suppression entities in the county to address the identified needs.
- 4. Provide a framework for future planning and implementation of necessary mitigation measures.

This CWPP aims to assist in protecting human life and reduce property loss due to wildfire throughout the county. This 2024 plan was compiled from reports, documents, and data developed by a wide array of contributors, including input from the Core Team and the public. This CWPP has been developed in response to the federal Healthy Forests Restoration Act of 2003 (HFRA).

The CWPP meets the requirements of the HFRA by addressing the following:

- 1. Having been developed collaboratively by multiple agencies at the state and local levels in consultation with federal agencies and other interested parties.
- 2. Prioritizing and identifying fuel reduction treatments and recommending the types and methods of treatments to protect at-risk communities and pertinent infrastructure.
- 3. Suggesting multi-party mitigation, monitoring, and outreach.
- 4. Recommending measures and action items that residents and communities can take to reduce the ignitability of structures.
- 5. Soliciting input from the public on the draft 2024 Inyo County CWPP update.

WHERE IS THE PLANNING AREA?

The planning area includes the entirety of Inyo County as delineated by its geographic and political boundaries (refer to Figure 1.2 in Chapter 1).

WHAT ARE THE KEY ISSUES ADDRESSED?

The issues addressed in this CWPP, representing key focus areas for the county, are listed below.

- Investing and supporting fire response at all levels, including resources for local fire departments to increase capacity to serve the community.
- Developing and/or upgrading water resources for fire suppression.
- Ingress and egress issues, including evacuation routes, fire response access, and shelter-inplace locations.



- Excessive debris and rubbish on open lots and private properties.
- Home addressing, street signage, and directional signage.
- Encouraging collaboration with tribal partners to enhance wildfire readiness, preparedness, and protection in tribal areas.
- Managing fire to protect values and accomplish resource management goals, including protection
 and enhancement of wildlife habitat, water supply and quality, ecosystem restoration, invasive
 species, and forest health.
- Human ignitions, particularly dispersed camping.
- Fuel treatment recommendations for land management agencies and homeowners to mitigate hazard and risk.
- Prioritizing hazardous fuels reduction within the perimeter of the communities, along ditches and creeks, within private properties, and on Los Angeles Department of Water and Power (LADWP) land.
- Increasing community capacity and participation to accomplish community wildfire protection and prevention objectives.
- Public education and outreach to homeowners, including second-home owners and absentee
 homeowners, to enable individuals to reduce the risk of fire to their properties, particularly
 regarding defensible space implementation, structural hardening measures, and community
 pre-fire planning.
- Constant and consistent messaging for residents, visitors, and campers concerning wildfire risks and mitigation strategies.
- Recent climate patterns and associated changes to the wildland fire environment.
- Tree mortality and hazard trees.
- Raising awareness about the natural role that fire plays in the ecosystem and maintaining resilient landscapes.
- Increasing awareness of post-fire debris flows.

HOW IS THE PLAN ORGANIZED?

The CWPP provides a Risk-Hazard Assessment, action items, project recommendations, and background information about the community's wildland fire environment as well as land management plans and agencies. Most of the background information is housed in several appendices.

Chapter 1 provides a general overview of CWPPs, the Core Team, Inyo County, land ownership, and public involvement.

Chapter 2 presents an overview of the wildland-urban interface (WUI) and fire environment and specific information about vegetation and fire history, as well as fire management and response.

Chapter 3 describes the Risk-Hazard Assessment, results of the assessment, and community values at risk.

Inyo County Community Wildfire Protection Plan



Chapter 4 provides mitigation strategies in accordance with the National Cohesive Wildfire Strategy as well as post-fire protocols and rehabilitation strategies.

Chapter 5 presents monitoring strategies to assist in tracking project progress and in evaluating work accomplished.

Appendix A contains background information on the planning process steps, state, municipal, and federal wildfire policy and direction, past planning efforts, and an overview of current land management strategies.

Appendix B contains background information on the community, including demographic and social information, land ownership, natural resources, climate and environmental information, and education and outreach programs.

Appendix C presents additional mapping.

Appendix D provides summary information on the Community Risk-Hazard Assessment for WUI communities.

Appendix E presents a sample form of the National Fire Protection Association (NFPA) Wildfire Fire Risk and Hazard Severity Form 1144.

Appendix F details funding opportunities.

Appendix G contains additional resources for community members, including a homeowner wildfire mitigation guide and a list of outside resources covering a variety of topics.

Appendix H presents information on public outreach and engagement with regard to this CWPP.

Appendix I houses project recommendations.

Appendix J outlines fuels treatment types and methods.

Appendix K contains information on post-fire response and recovery including response agencies, safety information, and post-fire treatment methods.

WHAT IS THE GOAL OF A CWPP?

The goal of a CWPP is to enable local communities to improve their wildfire-mitigation capacity, while working with government agencies to identify high fire risk areas and prioritize areas for mitigation, fire suppression, and emergency preparedness. Another goal of the CWPP is to enhance public awareness by helping residents better understand the natural- and human-caused risks of wildland fires that threaten lives, safety, and the local economy. The minimum requirements for a CWPP, as stated in the HFRA, are (Society of American Foresters [SAF] 2004):

- **Collaboration:** Local and state government representatives, in consultation with federal agencies or other interested groups, must collaboratively develop a CWPP.
- Prioritized Fuel Reduction: A CWPP must identify and prioritize areas for hazardous fuels
 reduction and treatments and recommend the types and methods of treatment that will protect
 one or more communities at risk (CARs) and their essential infrastructures.



• Treatments of Structural Ignitability: A CWPP must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.

The Core Team established the following overarching goals for the plan:

- Collaborative Planning: Establish a collaborative planning approach driven by a regional authority, such as a unified Inyo-Mono Fire Safe Council or similar entity, and local Fire Safe Councils that engage local governments, state and federal stakeholders, residents, and community groups.
- **Engagement**: Ensure wide visibility of the CWPP within communities throughout the county and gain local support.
- **Transparency**: Involve and engage the community and relevant stakeholders throughout all phases of project planning and implementation to ensure transparency.
- Implementation: Utilize the CWPP to identify specific projects and drive them toward completion.
- Data Sharing Infrastructure: Develop a robust and efficient data sharing infrastructure to foster seamless collaboration and information exchange among relevant stakeholders, enabling a proactive and unified approach to wildfire protection.

HOW WAS THE INYO CWPP DEVELOPED?

A Core Team, consisting of federal, state, and local agencies, organizations, tribal representatives, and residents, collaboratively developed this CWPP. Many Core Team members bring extensive experience in local fire management, contributing their expertise to this document. The Core Team list can be found at the end of this section (Executive Summary).

The CWPP planning process served multiple key purposes. It involved modeling and mapping wildfire risk and identifying physical hazards within the county that could exacerbate the wildfire threat to communities. This mapping process allowed the Core Team to prioritize treatments customized for the community to reduce fire risk.

The 2024 Inyo County CWPP update also prioritized public engagement. Community members actively provided input through public meetings and various online platforms, including surveys and emails. Additionally, the CWPP planning process established a Core Team, bringing together wildfire responders and land managers, fostering lasting working relationships, and encouraging collaboration.

By incorporating both public and Core Team input into the recommendations, treatments are precisely tailored for Inyo County. Overall, the Inyo County CWPP underscores the significance of collaboration among multijurisdictional agencies and the public to develop fuels mitigation treatment programs that effectively address wildfire hazards.

Information on outreach efforts is included in Appendix H, where the community outreach process is explained in detail.

In addition, several fire, land, vegetation, and emergency management planning documents were consulted during the development of this CWPP, including the 2017 Inyo County-City of Bishop Multi-Jurisdictional Hazard Mitigation Plan update, General Plan update, and the 2009 Inyo County CWPP. Consequently, the projects identified in this CWPP align with multiple relevant planning documents produced by various agencies.



WHO PARTICIPATED IN DEVELOPING THE PLAN?

The development of the Inyo County CWPP was overseen by the Inyo County Office of Emergency Services (Inyo County OES). Representatives from various government agencies, including California Department of Forestry and Fire Protection (CAL FIRE), Bureau of Land Management (BLM), U.S. Forest Service (USFS), National Park Service (NPS), California Department of Fish and Wildlife (CDFW), and LADWP, along with tribal representatives (Bishop Paiute, Big Pine Paiute, Fort Independence Paiute, Lone Pine Paiute, and Timbisha Shoshone) and other community or organization representatives such and Independence Fire Safe Council, served as the Core Team for this CWPP and drove the decision-making process. Several Core Team members have many years of experience working together in fire management for Inyo County and have contributed their expertise to this CWPP.

WHAT WAS THE PUBLIC INVOLVEMENT?

SWCA Environmental Consultants (SWCA), Inyo County OES, the Whitebark Institute, and the Core Team engaged in public outreach using community surveys, community events and visits, and information distributed through emails, press releases, and social media. The Core Team met virtually on May 18, 2023, and February 2, 2024, in person in Bishop on August 9, 2023, and hosted a public meeting at Bishop Fire Department Station #1 on August 10, 2023, and another public event in Lone Pine in March 2024. Feedback, comments, and suggestions received from community members during community events, the community survey, and CWPP review were synthesized and used to craft project recommendations for the Inyo County CWPP. Therefore, the project recommendations are specifically tailored to address the concerns and priorities of the county.

WHAT IS THE CURRENT WILDFIRE SITUATION?

Inyo County, due to its location within the Mojave Desert and Great Basin biological provinces, is not traditionally associated with frequent or large wildfires. (In the context of this CWPP, the term "wildfire" is used comprehensively to encompass both wildfires and brush fires.) However, the county faces a unique set of challenges when it comes to fire management. It experiences a high frequency of ignitions throughout the year, stemming from a variety of sources, including lightning strikes, dispersed camping, negligence, fireworks, and improper use of cooking fires, as well as accidents involving vehicles and equipment.

Compounding the fire risk are the persistent strong winds and complex topography of Inyo County. These winds blow year-round and from all cardinal directions. In particular, the eastern Sierra region channels strong downslope winds toward the communities situated in the valley, while strong north winds are also a common occurrence. These winds frequently interact with the area's intricate topographic features, redirecting and intensifying wind speed and direction.

For instance, these powerful winds can rapidly travel both upslope and downslope, presenting fire threats to communities from multiple directions. Additionally, the winds can quickly move through canyons and down riparian corridors, increasing the spread of fires. Most communities in Inyo County are nestled within complex topography and are often surrounded by dispersed camping sites, open fields with dense vegetation, and parcels with substantial yard debris, and are significantly distant from vital water resources and fire stations.



These unique challenges, including the lack of accessible water resources, remote locations, limited proximity to fire protection resources, and understaffed fire protection agencies, further exacerbate the fire risks within Inyo County, requiring a proactive and comprehensive approach to wildfire prevention and mitigation.

WHAT RECENT FIRES OCCURRED HERE?

In recent years, Inyo County has experienced several significant wildfire events. The Inyo Complex Fire of 2007, ignited by lightning strikes along the eastern escarpment of the Sierra Nevada, consumed over 35,000 acres and led to the destruction of six homes and 27 outbuildings over a 10-day period. The magnitude of the damage prompted a disaster declaration by the State of California.

Moreover, Inyo County remains susceptible to both natural and lightning-caused fires, with many going unrecorded. Recent events, such as the 2022 Airport and Fairview Fires, serve as poignant reminders of this vulnerability. The Airport Fire, which erupted in February 2022 near Bishop, consumed over 4,000 acres and prompted evacuations while posing a threat to structures. The Fairview Fire, which started in July 2022 within an unincorporated portion of Bishop, resulted in the destruction of homes and injuries, with its cause under investigation. These incidents underscore the ongoing challenges of fire management in this region.

WHAT IS THE PURPOSE OF THE RISK-HAZARD ASSESSMENT?

The purpose of the risk assessment is to evaluate and provide information about wildland fire risk in Inyo County. This Risk-Hazard Assessment encompasses two components: a GIS-based hazard model derived from fire behavior and fuels modeling technology (Composite Risk-Hazard Assessment), and an assessment generated by the Core Team that identifies on-the-ground community hazards and values at risk (VARs).

The risk assessment considers:

- Fire behavior modeling, which includes:
 - Type of fire (i.e., crown or surface)
 - Rate of spread
 - Flame length
 - Fireline intensity
- Fire history
- Exposure and susceptibility of the WUI, VARs, and critical infrastructure to wildfire based on their locations
- Fire station (response) drive times



HOW WAS THE RISK ASSESSMENT COMPLETED AND HOW DOES IT COMPARE TO CAL FIRE'S FHSZS?

SWCA's risk assessment takes into account a range of factors, including fire behavior characteristics such as flame length, rate of spread, fireline intensity, and crown fire activity. It also considers fire history, including the frequency and size of previous fires, as well as fire response times. Additionally, the assessment incorporates the WUI as a proxy for residences and population, as well as highly valued resources and assets (HVRAs).

The aforementioned fire behavior components are generated by integrating various variables, including vegetation type, density, and condition; topographical features such as aspect, slope, and elevation; and meteorological factors like wind, temperature, and humidity. These components are combined and evaluated to create a comprehensive model of wildfire risk within and around the county.

The final outcome of the risk assessment categorizes the landscape into four levels of risk: low, moderate, high, and extreme.

Similarly, CAL FIRE's fire hazard severity zones (FHSZs) are determined based on factors including vegetation, topography, and weather, providing insight into the likelihood of an area burning and potential fire behavior. CAL FIRE utilizes the most up-to-date scientific information and data to establish these zone delineations. The latest version of the FHSZs takes into account changes in land use, recent fire history, new wind data, and local climate information. The FHSZ classification spans from moderate to high to very high, and it is categorized according to the overall hazard level across the landscape (CAL FIRE 2023a).

The primary differentiator between SWCA's risk assessment and CAL FIRE's FHSZs is that the CAL FIRE FHSZs account only for hazard, while SWCA's risk assessment accounts for hazard and the likelihood of that hazard to cause damage and/or harm (i.e., risk). Hazards are recognized as physical conditions influencing fire behavior across a given landscape, while risk identifies the potential damage a fire can have under baseline conditions (CAL FIRE 2023a). Similar to CAL FIRE's determination of FHSZs, SWCA's risk assessment considers hazards such as fire history and potential fire behavior (crown fire activity, rate of spread, flame length). However, SWCA's risk assessment also considers the extent of the WUI, fire station drive times, and distribution of HVRAs. While not categorized as hazards, factors such as fire station drive times can increase susceptibility to wildfires (i.e., increase risk), whereas factors such as the WUI (a proxy for life and property) and HVRAs are features that are exposed to the previously mentioned hazards.

HOW WILL THE RISK ASSESSMENT IMPACT MY INSURANCE?

The wildfire risk assessment conducted for this CWPP is not intended for the determination of insurance premiums for homes and properties. Both states and insurance companies have clarified that wildfire risk assessments and associated maps in planning documents, such as CWPPs, do not influence insurance rates or coverage determinations. Instead, insurance companies utilize their own internal, proprietary maps and methods, which consider factors that change more frequently than state and local planning documents (U.S. Department of Agriculture [USDA] 2023a).



Additionally, a partnership between Insurance Commissioner Ricardo Lara, the California Governor's Office of Emergency Services (Cal OES), California Public Utilities Commission (CPUC), CAL FIRE, and California Governor's Office of Planning and Research has resulted in regulatory action that creates incentives for insurance companies to promote actions that enhance home and community resilience to wildfires. This new wildfire safety regulation aims to make insurance more affordable while increasing public involvement in risk mitigation and raising awareness of local hazards (California Department of Insurance [CDI] 2022a).

The wildfire risk reduction actions in this CWPP, including home hardening, defensible space creation, and community collaboration, align with the Safer from Wildfires initiative's mitigation measures. Implementing these actions may help homeowners qualify for insurance discounts. While the initiative is not fully implemented, some insurance companies already offer these discounts (for more information visit: https://www.insurance.ca.gov/01-consumers/105-type/95-guides/03-res/Insurers-Currently-Offering-Discounts.cfm).

See Appendices A and G for more information on the Safer from Wildfire initiative as well as additional homeowner's resources related to insurance.

HOW IS MY COMMUNITY RATED?

Community risk assessments, summarizing hazard and risk information for each WUI community within Inyo County, are provided in this plan. A team from SWCA conducted on-the-ground community risk assessment surveys throughout the county between August 6 and 13, 2023, using the National Fire Protection Association (NFPA) 1144 standard for assessing structure ignitability in the WUI. Using this standard provided a consistent process for assessing wildland fire hazards around existing structures to determine the potential for structural ignition from wildland fire ignitions.

The community assessments provide a total score of risk and hazard based on various parameters observed during the surveys, and corresponding descriptive ratings of low, moderate, high, or extreme are available in Appendix D.

WHAT ARE THE PROPOSED STRATEGIES TO ADDRESS WILDFIRE HAZARDS?

Goal 1 of the Cohesive Strategy and the Western Regional Action Plan is to **Restore and Maintain Landscapes**: Landscapes across all jurisdictions are resilient to fire and other disturbances in accordance with management objectives.

Recommendations for hazardous fuels treatments include:

- Maintain and expand fuel breaks.
- Develop agreements with LADWP to permit communities, fire safe councils, and private landowners to create and maintain fuel breaks on LADWP property.
- Execute ecosystem projects across jurisdictions, including tribal organizations, for wildfire resilience.
- Assess community interest in a prescribed burn association.
- Accelerate post-fire recovery projects.



- Launch an invasive species management program.
- Increase green waste disposal capacity.
- Survey and mitigate hazard trees in high-risk areas.

Goal 2 of the Cohesive Strategy/Western Regional Action Plan is **Fire-Adapted Communities:** Human populations and infrastructure can withstand a wildfire without loss of life and property.

Recommendations for public outreach/education and structural ignitability include:

- Assess and identify community access issues (e.g., one way in and out of the community)
- Enhance resident and visitor education regarding fire safety.
- Create a countywide defensible space ordinance and support property owners with defensible space implementation.
- Form a regional fire safe council for Inyo and Mono Counties.
- Raise awareness of the emergency notification system.
- Collaborate with neighboring counties on projects.
- Identify evacuation routes and inform residents on emergency notification.
- Align project objectives with CWPP, MJHMP, and General Plan updates.
- Support tribal communities with wildfire preparedness.

Goal 3 of the Cohesive Strategy/Western Regional Action Plan is **Wildfire Response**: All jurisdictions participate in making and implementing safe, effective, efficient risk-based wildfire management decisions:

Recommendations for improving fire response capabilities include:

- Assess and enhance existing water resources for fire suppression.
- Create a unified naming and signage system for street signs and home addressing.
- Explore countywide fire department capacity building.
- Manage hazardous rubbish and debris on private property.
- Conduct fuels assessments and treatments in high-risk areas.
- Resolve communications systems issues in remote communities.
- Expand Alert California live camera coverage for wildfire alertness.
- Form a dedicated, multi-purpose fuels management crew.

WHAT DOES POST-FIRE RESPONSE AND RECOVERY INVOLVE?

There are many aspects to post-fire response recovery, including but not limited to:

Returning home and checking for hazards.



- Coordinating and mobilizing a group of teams in the community to respond to emergencies.
- Rebuilding communities and assessing economic needs—securing the financial resources necessary for communities to rebuild homes, business, and infrastructure.
- Restoring the damaged landscape—restoration of watersheds, soil stabilization, and vegetation planting.
- Prioritizing the needs of vulnerable and disadvantaged communities during response and disaster recovery efforts.
- Evaluating and updating disaster recovery plans every 5 years to respond to changing needs and characteristics of the community.
- Coordinating with planning, housing, health, and human services, and other local, regional, or state agencies to develop contingency plans for meeting short-term, temporary housing needs of those displaced during a catastrophic wildfire event.

Additionally, post-fire recovery is a crucial step in creating resilient landscapes and preventing or attenuating cheatgrass cycles. Details regarding post-fire restoration can be found in Appendix K, which contains guidelines and information on community recovery and post-fire rehabilitation.

HOW WILL THE PLAN BE IMPLEMENTED?

The CWPP does not mandate implementation of any of the recommendations, but the message throughout this document is that the greatest fire mitigation can be achieved through the joint actions of individual homeowners, tribes, and local, state, and federal governments.

The recommendations for fuels reduction projects are general in nature; site-specific planning that addresses location, access, land ownership, topography, soils, and fuels needs to be employed upon implementation. Also, it is important to note that the recommendations are specific to WUI areas and are expected to reduce the loss of life and property.

In addition, implementation of fuels reduction projects needs to be tailored to the specific project and will be unique to the location depending on available resources and regulations. In an effort to streamline project implementation, this CWPP has identified the pertinent land management/ownership agencies associated with each recommendation. On-the-ground implementation of the recommendations identified in this CWPP will require the use of the action plan (recommendation matrices in Chapter 4) as well as an assessment strategy for completing each project.

WHO WILL LEAD THE IMPLEMENTATION OF THIS PLAN?

Implementation of most projects identified in this CWPP will require the collaboration and cooperation of multiple individuals and entities such as community residents, private organizations (such as LADWP), fire safe councils, tribal governments, and local, state, and federal agencies. However, to ensure that projects move forward, the plan will be governed by the Inyo County OES.



WHEN DOES THE CWPP NEED TO BE UPDATED?

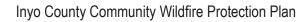
The CWPP should be treated as a living document to be updated annually or immediately following a significant fire event. The plan should continue to be revised to reflect changes, modification, or new information. These elements are essential to the success of mitigating wildfire risk throughout the community and will be critical in maintaining the ideas and priorities of the plan and the communities in the future. Chapter 5 provides an evaluation framework that can help guide the CWPP update process.

CORE TEAM LIST

Kristen Pfeiler Inyo County OES Mikaela Torres Inyo County OES Danielle Visuano Inyo County Denver Billing Inyo County	
Danielle Visuano Inyo County	
Denver Billing Inyo County	
Holly Alpert Inyo County	
Meaghan McCamman Inyo County	
Steve Rennie Inyo County Code Enforcement	t
Jerry Oser Inyo County Environmental Hea	alth
Melissa Best-Baker Inyo County Health and Human	Services
Carma Roper Inyo County Public Information	Officer
Cathreen Richards Inyo County Planner	
Cap Aubrey Inyo County Public Works	
Chris Cox Inyo County Public Works	
Shannon Platt Inyo County Public Works	
Tyson Sparrow Inyo County Public Works	
Tim Bachman Inyo County Sheriff's Office	
Jeff Griffiths Inyo County Supervisor	
Jenn Roeser Inyo County Supervisor	
Matt Kingsley Inyo County Supervisor	
Scott Marcellin Inyo County Supervisor	
Trina Orrill Inyo County Supervisor	
Sally Manning Big Pine Paiute Tribe	
Brian Adkins Bishop Paiute Tribe	
Kody Jaeger Bishop Paiute Tribe	
Thomas Gustie Bishop Paiute Tribe	
Christ Goodman Fort Independence Indian Rese	ervation
Sean Dahlberg Fort Independence Indian Rese	ervation
Mel Joseph Lone Pine Paiute Shoshone Tri	ibe



Name	Organization
Sookaaki Charley	Timbisha Shoshone Tribe
Damon Carrington	Big Pine Fire Protection District
Bret Russell	Bishop Fire Department
Pat O'neil	Bishop Fire Department
Chief Joe Capello	Independence Volunteer Fire Department
Carl Bursell	Lone Pine Fire Protection District
Chelsea Benbrook	Olancha Fire Protection District
Mike	Southern Inyo Fire Protection District
Phil Worsman	Southern Inyo Fire Protection District
Steven Hynes	CAL FIRE
Matt Edmiston	CAL FIRE
Carol Snow	CAL FIRE
David Haas	CAL FIRE
Steve Elenburg	CAL FIRE
Angel Avila	BLM - Bishop
Heather Stone	BLM - Bishop
James Gannon	BLM – California Desert District
Paul Gibbs	BLM – California Desert District
Garth Crow	BLM – California Desert District
Jennifer Martin	USFS Inyo National Forest
Bill Michael	Independence Fire Safe Council
Ron Tucker	LADWP
Elsa Jimenez	LADWP
Frosty Matheiu	LADWP
Allan Pietrasanta	Sierra Business Council
Dalton Sanders	Cal OES - Inyo
Elaine Kabala	Eastern Sierra Council of Governments
Graham Meese	CDFW
Matthew Paruolo	Southern California Edison
Mikhala Bornstein	Natural Resources Conservation Service
Spencer Solomon	Death Valley National Park
Steve Devanzo	White Mountain Research Center
Wendilyn Grasseschi	Mono County
Erin Elliott	Whitebark Institute
Heidi Porras	Whitebark Institute





Name	Organization
Rick Kattelmann	Whitebark Institute
Rich McCrea	Wildland Fire Associates
Montiel Ayala	SWCA
Lia Webb	SWCA
Vicky Amato	SWCA
Liz Hitzfelder	SWCA
Tim Clute	SWCA
Ryan Saggese	SWCA
Paris Krause	SWCA

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, ADOPTING THE COMMUNITY WILDFIRE PROTECTION PLAN

WHEREAS, wildfires pose a significant threat to the safety, health, and welfare of the residents and visitors of Inyo County; and

WHEREAS, the development and implementation of a Community Wildfire Protection Plan (CWPP) is essential for the mitigation and management of wildfire risks; and

WHEREAS, the CWPP has been developed through a collaborative process involving federal, state, and local government representatives, fire departments, community organizations and community members to address the specific wildfire concerns of Inyo County; and

WHEREAS, the CWPP includes a comprehensive assessment of wildfire risks, identification of priority areas for fuel reduction treatments, and strategies for mitigating structure ignitability and enhancing emergency preparedness and response; and

WHEREAS, the adoption of the CWPP will enhance the county's eligibility for federal and state funding to support wildfire mitigation and preparedness projects; and

WHEREAS, the CWPP aligns with the goals and objectives of the National Cohesive Wildland Fire Management Strategy and partnering federal, state, and local plans and supports the broader efforts of wildfire resilience and community safety in the region; and

WHEREAS, the Inyo County Board of Supervisors recognizes the importance of proactive measures to protect the county's natural resources, infrastructure, and residents from the devastating impacts of wildfires.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors hereby adopts the Community Wildfire Protection Plan as a guiding document for wildfire mitigation and preparedness efforts within the county.

PASSED AND ADOPTED on this 6th day of August 2024, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Matt Kingsley, Chairperson
	Inyo County Board of Supervisors
ATTEST:	
NATE GREENBERG	
Clerk of the Board	
By:	
Darcy Filic Assistant	_



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-562

Aspendell Parcel Divestment

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

- A) Approve Resolution No. 2024-24, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring Certain County Owned Property Exempt Surplus Land Pursuant to the California Surplus Land Act," and authorize the Chairperson to sign;
- B) Direct staff to complete the Surplus Land Act exemption process by submitting the resolution to the California Department of Housing and Community Development, and offering the land to the adjacent property owner, the Aspendell Mutual Water Company; and
- C) Consistent with Government Code section 25526.5, find that the requirement of the County's Real Property Management Policy to offer the parcel to other public agencies will not further the purpose of the policy, waive the policy, and direct the CAO to enter directly into negotiations with the Aspendell Mutual Water Company for the sale of said property and return to the Board with a purchase and sale agreement accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

On February 6, 2024, County staff reviewed all County-owned properties with the Board of Supervisors, as is required no less frequently than once every three years by the County's Real Property Management Policy. During that workshop, the Board indicated an interest in divesting of a 3,049-square-foot remnant of property on Cardinal Road (APN 014-294-10) to the adjacent property owner, the Aspendell Mutual Water Company.

Aspendell Mutual Water Company plans to use the parcel to improve the operation of its utility for the benefit of the people of Aspendell. This resolution represents the first step in the divestment process, as the resolution exempting the land from the Surplus Lands Act must be accepted by the California Department of Housing and Community Development before the sale of the land can move forward.

FISCAL IMPACT:

There is no fiscal impact associated with approval of the resolution.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to declare this property surplus and/or direct staff to not divest the land to the Aspendell Mutual Water Company. This is not recommended, as the land is not useful to the

County, but will be useful to improve the Water Company's operations for the benefit of the people of Aspendell.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Aspendell Mutual Water Company

ATTACHMENTS:

1. Aspendell Exempt Surplus Resolution

APPROVALS:

Meaghan McCamman
Created/Initiated - 7/26/2024
Darcy Ellis
Approved - 7/26/2024
John Vallejo
Approved - 7/29/2024
Amy Shepherd
Approved - 7/29/2024
Nate Greenberg
Approved - 7/29/2024
Meaghan McCamman
Final Approval - 7/29/2024

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA DECLARING CERTAIN COUNTY OWNED PROPERTY EXEMPT SURPLUS LAND PURSUANT TO THE CALIFORNIA SURPLUS LAND ACT

WHEREAS, the COUNTY OF INYO ("County") is an owner in fee simple of a parcel of real property of approximately 3,049 square feet, which is located adjacent to the property owned by the Aspendell Mutual Water Company ("AMWC") on Cardinal Rd, as more particularly identified on Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the County no longer has any use for the Property; and

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq. (as amended, the "Act"), applies when a local agency disposes of "surplus land," as that term is defined in Government Code section 54221; and

WHEREAS, the Property is "surplus land" under the Act, because it is land owned in fee simple by the County for which the Board of Supervisors will take formal action (in the form of adoption of this resolution) in a regular public meeting declaring that the land is surplus and not necessary for the County's use; and

WHEREAS, the Act exempts certain surplus land from its requirements, including, pursuant to Government Code section 54221(f)(1)(B), land that is less than 5000 square feet in size and is being sold to the adjacent property owner; and

WHEREAS, the Property is "exempt surplus land" under the Act, because it is approximately 3049 square feet and will be sold to the adjacent property owner.

NOW, THEREFORE, BE IT RESOLVED BY THE INYO COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

- 1. The foregoing recitals are hereby incorporated and adopted as the findings of the County Board of Supervisors; and
- 2. The Board declares that the Property is "exempt surplus property" under the SLA because the sale of the Property to the Aspendell Mutual Water Company, subject to Board's approval after HCD's 30-day review period, meets the criteria of the "Small Surplus Land" exemption, as the prospective purchaser is an owner of contiguous land to the Property and the Property is less than 5,000 square feet in area, as specifically set forth under Government Code section 54221(f)(1)(G) and HCD's SLA Guidelines, section 103(b)(3)(G).



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-554

Resolution from the Owens Valley Unified School District Clerk-Recorder - Elections

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

A) Order consolidation of the election for the Measure provided within Resolution #2324-003 from the Owens Valley Unified School District with the November 5, 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Elections is presenting the attached Resolution from Owens Valley Unified School District. The Inyo County Registrar of Voters is in favor of conducting their election process as outlined in their resolution, and to have it consolidated with our November 5, 2024, General Election. The consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code. The full resolution name and the formal summary of the resolution are provided below. The measure will be declared as Passed upon a 55% vote in favor of the votes cast by the voters of the district. The full text of the Measure will be printed in the Inyo County Voter Information Guide, and available on our Elections website.

As Inyo County Registrar of Voters is not in favor of opting out of AB 1416 (2021-2022) for local measures, the ballot label for this measure will include a listing of Supporters and Opponents per EC § 9107.

Measures will be assigned Ballot Measure letters after the closing period of August 9, 2024.

Resolution # 2324-003- Resolution of the Board of Trustees of the Owens Valley Unified School District Ordering a School Bond Election, and Authorizing Necessary Actions in Connection Therewith

Abbreviation of Measure: "To replace leaky roofs; construct/modernize and renovate classrooms, restrooms and school facilities, and make health, safety and security improvements; shall the Owens Valley Unified School District measure be adopted authorizing \$7,500,000 .of bonds, at legal rates, raising on average \$402,000 annually as long as bonds are outstanding at a rate of approximately 4.900

cents per \$100 of assessed valuation, with annual audits, independent citizens' oversight, NO money for administrator salaries and all money spent locally?"

FISCAL IMPACT:			
Funding	General Fund	Budget Unit	011000
Source			
Budgeted?	Yes	Object Code	5316
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
N/A - actual expenses incurred by the County will be reimbursed by the districts			
Future Fiscal Year Impacts			
None.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatively, the Board may choose not to approve to consolidate elections, thereby requiring individual elections. This is not recommended, as doing so will be very costly and a heavy burden on staff and resources of both the County Elections Office and the District requesting consolidation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel

ATTACHMENTS:

1. Owens Valley USD Resolution 2324-003 - Improvement Measure

APPROVALS:

Danielle Sexton Created/Initiated - 7/22/2024
Darcy Ellis Approved - 7/22/2024
John Vallejo Approved - 7/23/2024
Amy Shepherd Approved - 7/23/2024
Nate Greenberg Final Approval - 7/26/2024

JUN 19 2024 INYO CO. CLERK DANIELLE SEXTON, CLERK

RESOLUTION NO. 2324-003

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OWENS VALLEY UNIFIED SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Board of Trustees (the "Board") of the Owens Valley Unified School District (the "District"), located in the County of Inyo (the "County"), is authorized to order elections within the District and to designate the specifications thereof, pursuant to Sections 5304 and 5322 of the California Education Code; and

WHEREAS, the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes authorized pursuant to California Education Code Sections 15100 *et seq.*; and

WHEREAS, under paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the Constitution of the State of California (the "California Constitution") and subdivision (b) of Section 18 of Article XVI of the California Constitution, and Section 15266 of the California Education Code, the Board is further authorized, pursuant to a two-thirds vote and subject to Section 15100 of the California Education Code, to seek approval of bonds and levy an advalorem tax to repay those bonds upon a 55% vote of the voters of the District voting on the measure for the purposes hereinafter specified, provided certain accountability requirements are included in the measure, including (a) that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIIIA, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses, (b) that a list of the specific school facilities projects to be funded be included and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list, (c) that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed, and (d) that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects; and

WHEREAS, the Board deems it necessary and advisable to submit such a bond measure to the electors, which, if approved by at least 55% of the votes cast, would permit the District to issue its bonds; and

WHEREAS, the Board has evaluated the facilities needs of the District to determine which projects to finance from a local bond at this time; and

WHEREAS, in order to address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed under the heading entitled "BOND PROJECT LIST" included in the full text of the bond measure set forth in Exhibit A attached hereto (the "Bond Project List"); and

WHEREAS, the Board has determined that the projects listed on the Bond Project List are authorized to be financed with bonds of the District under subsection (a) of Section 15100 of the California Education Code and are for purposes specified in Article XIIIA, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses; and

WHEREAS, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution, and as provided in the full text of the bond measure, the Board has evaluated safety, class size reduction and information technology needs in developing the Bond Project List; and

WHEREAS, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution, and as provided in the full text of the bond measure, annual, independent performance and financial audits shall be required as part of the bond measure; and

WHEREAS, pursuant to Section 15278 of the California Education Code, if a bond measure is authorized in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, the Board must establish and appoint members to an independent citizens' oversight committee to ensure that (a) bond revenues are expended only for the purposes specified in Article XIIIA, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses; and

WHEREAS, in accordance with Section 15278 of the California Education Code, and as provided in the full text of the bond measure, an independent citizens' oversight committee shall be required as part of the bond measure; and

WHEREAS, a bond election authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election at which all of the electors of the District are entitled to vote, as required by Section 15266 of the California Education Code; and

WHEREAS, on November 5, 2024, a statewide general election is scheduled to be conducted throughout the District; and

WHEREAS, subsection (c) of Section 15100 of the California Education Code provides that, before the Board may order an election pursuant to California Education Code Sections 15100 *et seq.*, it shall obtain reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor; and

WHEREAS, although the County Assessor does not make projections of assessed property valuations beyond the next succeeding tax year, the Board has been presented with projections of assessed property valuations of the property within the boundaries of the District in connection with developing the bond measure that take into consideration, among other things, the long-term historical average growth rates of assessed property valuations of the property within the

QUIT

boundaries of the District and the Board finds those projections to be reasonable and informed; and

WHEREAS, the Board has determined that, based upon such projections of assessed property valuation, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the maximum tax rate permitted by Section 15270 of the California Education Code; and

WHEREAS, Section 9400 *et seq.* of the California Elections Code requires that a tax information statement be contained in all official materials, including any voter information guide prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, the Board now desires to authorize the filing of a ballot argument in favor of the bond measure to be submitted to the voters at the election; and

WHEREAS, the District expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the projects listed in the Bond Project List prior to financing the costs associated with such projects on a long-term basis; and

WHEREAS, the District reasonably expects that certain of the proceeds of the bonds proposed to be issued under the bond measure, if approved by voters, will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the District to declare its reasonable official intent to reimburse prior expenditures for the projects listed in the Bond Project List with proceeds of a subsequent borrowing; and

WHEREAS, if any project to be funded by the bonds will require State of California matching grant funds for any phase, the sample ballot must contain a statement, in the form prescribed by law, advising the voters that such project is subject to the approval of State matching funds and, therefore, passage of the bond measure is not a guarantee that the project will be completed, and the Board finds that completion of no portion of the projects listed in the Bond Project List will require State matching grant funds for any phase thereof;

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Trustees of the Owens Valley Unified School District as follows:

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Specifications of Election Order; Required Certification. Pursuant to California Education Code Sections 5304, 5322, 15100 et seq., and 15266, and paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, a special election shall be held within the boundaries of the District on November 5, 2024, for the purpose of submitting to the registered voters of the District the bond measure contained in Exhibit A attached hereto and incorporated herein. In accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution, and as provided in the full text of the bond measure, the Board hereby

certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

- Section 3. Conduct of Election. (a) Request to County Officers. Pursuant to Section 5303 of the California Education Code, the Registrar of Voters of the County (the "Registrar of Voters") is required to, and is hereby requested to, take all steps to hold the election in accordance with law and these specifications.
- (b) Abbreviation of Measure. Pursuant to Sections 13119 and 13247 of the California Elections Code and Sections 5322 and 15122 of the California Education Code, the Board hereby directs the Registrar of Voters to use the following statement of the bond measure on the ballot:

"To replace leaky roofs; construct/modernize and renovate classrooms, restrooms and school facilities; and make health, safety and security improvements; shall the Owens Valley Unified School District measure be adopted authorizing \$7,500,000 of bonds, at legal rates, raising on average \$402,000 annually as long as bonds are outstanding at a rate of approximately 4.900 cents per \$100 of assessed valuation, with annual audits, independent citizens' oversight, NO money for administrator salaries and all money spent locally?"

- (c) *Voter Information Guide*. The Registrar of Voters is hereby requested to reprint the full text of the bond measure as set forth in Exhibit A in its entirety in the voter information guide to be distributed to voters.
- (d) State Matching Funds. The District has determined that the projects to be funded from the proposed bonds will not require State matching funds for any phase thereof, and that Section 15122.5 of the California Education Code does not apply to the bond measure, and accordingly, the Registrar of Voters is directed not to include in the voter information guide the disclosure otherwise required by Section 15122.5 of the California Education Code.
- (e) Consolidation Requirement. Pursuant to Section 15266(a) of the California Education Code, the election shall be consolidated with the statewide general election on November 5, 2024, and pursuant to California Education Code Section 5342 and Part 3 (commencing with Section 10400) of Division 10 of the California Elections Code, the Registrar of Voters and the Board of Supervisors of the County are hereby requested to order consolidation of the election with such other elections as may be held on the same day in the same territory or in territory that is in part the same. The District hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code.
- (f) Canvass of Results. The Board of Supervisors of the County is authorized and requested to canvass the returns of the election, pursuant to Section 10411 of the California Elections Code.
- (g) Required Vote. Pursuant to Section 18 of Article XVI and Section 1 of Article XIIIA of the California Constitution, the bond measure shall become effective upon the affirmative vote of at least 55% of the voters of the District voting on the measure.

- (h) *Election Costs*. The District shall pay all costs of the election approved by the Board of Supervisors of the County pursuant to California Education Code Section 5421.
- Section 4. Delivery of Order of Election to County Officers. The Clerk of the Board of the District is hereby directed to cause to be filed as soon as practicable, and in any event no later than July 15, 2024 (the measure submission due date set by the Registrar of Voters for the election), one copy of this Resolution to the Registrar of Voters, including the tax information statement attached hereto as Exhibit B, containing the information required by California Elections Code Section 9400 et seq., completed and signed by the Superintendent of the District, with such technical corrections or additions as deemed necessary by the Superintendent of the District, and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of the County. With respect to the tax information statement attached hereto as Exhibit B, the Board hereby adopts the procedures set forth in California Elections Code Section 9405.
- Section 5. Ballot Arguments. The President of the Board, or any member or members of the Board as the President shall designate, are hereby authorized, but not directed, to prepare and file with the Registrar of Voters a ballot argument in favor of the bond measure and a rebuttal argument to the argument against the bond measure, if any, within the time established by the Registrar of Voters, which shall be considered the official ballot argument of the Board as sponsor of the bond measure.
- Section 6. Declaration of Official Intent to Reimburse. The District hereby declares its official intent to use proceeds of the bonds proposed to be issued under the bond measure to reimburse itself for Reimbursement Expenditures. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the District to make any expenditure, incur any indebtedness, or proceed with the projects listed in the Bond Project List.
- Section 7. Further Authorization. The members of the Board, the Superintendent of the District, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this resolution in accordance with the terms hereof and of applicable provisions of law.

Section 8. Effective Date. This Resolution shall take effect upon its adoption by the Board pursuant to a two-thirds vote.

PASSED AND ADOPTED this day, June 4, 2024, by the following vote:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: |

APPROVED:

Acting President of the Board of Trustees of the

Owens Valley Unified School District

Attest:

Clerk of the Board of Trustees of the Owens Valley Unified School District

EXHIBIT A

FULL TEXT OF BOND MEASURE

OWENS VALLEY UNIFIED SCHOOL DISTRICT IMPROVEMENT MEASURE

This measure may be known and referred to as the 'Owens Valley Unified School District Improvement Measure" or as "Measure___". [designation to be assigned by County Registrar of Voters]

BOND AUTHORIZATION

By approval of this measure by at least 55% of the voters of the Owens Valley Unified School District (the "District") voting on the measure, the District shall be authorized to issue and sell bonds of up to \$7,500,000 in aggregate principal amount to provide financing for the specific school facilities projects listed under the heading entitled "BOND PROJECT LIST" below (the "Bond Project List"), subject to all of the accountability safeguards specified below.

ACCOUNTABILITY SAFEGUARDS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific school facilities needs of the District, all in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the Constitution of the State of California (the "California Constitution"), and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Sections 15264 and following of the California Education Code).

<u>Evaluation of Needs.</u> The Board of Trustees of the District (the "Board") has evaluated the facilities needs of the District to determine which projects to finance from a local bond at this time. To address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed in the Bond Project List. The Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

<u>Limitations on Use of Bonds.</u> Proceeds from the sale of bonds authorized by this measure shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. More specifically, the Bond Project List provides for the specific projects the District proposes to finance with proceeds from the sale of bonds authorized by this measure and such proceeds shall be applied only to those specific purposes.

Independent Citizens' Oversight Committee. In accordance with and pursuant to California Education Code Section 15278 et seg., the Board shall establish an independent citizens' oversight committee, within 60 days of the date that the Board enters the election results on its minutes pursuant to Section 15274 of the California Education Code, to ensure that (a) bond revenues are expended only for the purposes specified in Article XIIIA, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses. In accordance with Section 15282 of the California Education Code, the citizens' oversight committee shall consist of at least seven members and shall include a member active in a business organization representing the business community located within the District, a member active in a senior citizens' organization, a member active in a bona fide taxpayers' organization, a member that is a parent or guardian of a child enrolled in the District, and a member that is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization. The committee may be comprised of the same members of the citizens' oversight committees for other District bond measures. No employee or official of the District and no vendor, contractor or consultant of the District shall be appointed to the citizens' oversight committee.

Annual Performance Audits. In compliance with the requirements of Article XIIIA, Section 1(b)(3)(C) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent performance audit to ensure that the proceeds from the sale of bonds authorized by this measure have been expended only on the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for performance audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

Annual Financial Audits. In compliance with the requirements of Article XIIIA, Section 1(b)(3)(D) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent financial audit of the proceeds from the sale of bonds authorized by this measure until all of those proceeds have been spent for the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for financial audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

Special Bond Proceeds Account; Annual Report to Board. In compliance with the requirements of California Government Code Section 53410 and following, upon approval of this measure and the sale of any bonds approved, the Board shall take actions necessary to establish an account in which proceeds of the sale of bonds authorized by this measure shall be deposited. In compliance with the requirements of California Government Code Section 53411, as long as any proceeds of the bonds remain unexpended, the chief fiscal officer of the District

shall cause a report to be filed with the Board at least once a year, stating (a) the amount of funds collected and expended in that year, and (b) the status of any project required or authorized to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the chief fiscal officer of the District shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

FURTHER SPECIFICATIONS

Single Purpose. All of the purposes enumerated in this measure shall be united and voted upon as one single measure, pursuant to California Education Code Section 15100, and all the enumerated purposes shall constitute the specific single purpose of the bonds, and the proceeds from the sale of bonds authorized by this measure shall be spent only for such purpose, pursuant to California Government Code Section 53410.

Other Terms of the Bonds. When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum, and that interest shall be made payable at the time or times permitted by law. The bonds may be issued and sold in several series, and no bond shall be made to mature more than the statutory maximum number of years from the date borne by that bond.

BOND PROJECT LIST

The Bond Project List below lists the specific projects the District proposes to finance with proceeds of the bonds. The Bond Project List shall be considered a part of this bond measure and shall be reproduced in any official document required to contain the full statement of the bond measure. Listed projects will be completed as needed at a particular school or school facility site according to Boardestablished priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. In so far as permitted by law, each project is assumed to include its share of costs of the election and bond issuance, construction-related costs, such as project and construction management, architectural, engineering, permitting and entitlements, inspection and similar planning and testing costs, demolition and interim facility costs, legal, accounting and similar fees, costs related to the independent annual financial and performance audits, a contingency for unforeseen design and construction costs, and other costs incidental to or necessary for completion of the listed projects (whether the related work is performed by the District or third parties). The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. In addition, certain project funds expected from non-local bond sources have not yet been secured. Therefore, the Board cannot guarantee that the bond proceeds will provide sufficient funds to allow completion of all listed projects. Alternatively, if the District obtains unexpected funds from non-local bond sources with respect to listed projects, such projects may be enhanced, supplemented or expanded to the extent of such funds. Some projects may be subject to further government approvals, including by State officials and boards and/or local environmental or agency approval. Inclusion of a project on the Bond Project List is not a guarantee that the project will be completed (regardless of whether bond funds are available).

The specific projects authorized to be financed with proceeds from the sale of bonds authorized by this measure are as follows:

DISTRICT WIDE PROJECTS

The following projects are authorized to be financed at all school facilities sites District wide:

- Construct, replace, improve, renovate and/or acquire and install restrooms.
- Modernize, upgrade, renovate, rehabilitate, re-configure, expand and/or upgrade classrooms, classroom buildings, restrooms, common areas and school support facilities (including library, multipurpose room/auditorium, food storage, preparation and service, cafeteria and office/staff support facilities), whether permanent, portable or modular, including interior and exterior (as applicable) doors, windows, door and window hardware, roofs, rain gutters and downspouts, pillars, structural supports, walls, ceilings and floors and finishes, paint, siding, insulation, casework, surfaces, cabinets, secured storage, carpets, drapes, window coverings, infrastructure, lighting, sinks, drinking fountains, fixtures, and signage.
- Remove, repair, and refinish building and site areas damaged by dry rot, water, termites, etc.
- Renovate, replace, upgrade, acquire, install and/or integrate major site/building/utility systems, equipment and related infrastructure and casing, including lighting, electrical (including wiring and related infrastructure for modern technology), heating, refrigeration, cooling and ventilation (including HVAC), plumbing, water, sewer, gas, irrigation, drainage, and energy efficiency/management monitoring systems, networks, fixtures and equipment and controls.
- Make energy-efficiency improvements and acquire and install energy efficient equipment and systems, including window, lighting, electrical and water systems, HVAC, and energy efficiency/management monitoring systems, networks, fixtures, equipment and controls and etc.
- Repair or replace roofs.
- Construct, replace, improve, renovate and/or acquire and install physical education
 facilities and grounds, including gymnasiums, locker rooms, fields, courts, turf,
 pool, outside instructional areas, paved and other hard surfaces, and replace,
 acquire and/or install fixtures in such facilities and areas.
- Construct, replace, improve, renovate and/or acquire and install playgrounds, playfields and other play spaces, including replacing turf and installing new irrigation and drainage systems, and acquire, improve, replace and/or upgrade playground equipment and fixtures.
- Renovate, replace, upgrade, expand, and/or install walls, gates, fencing and landscaping.
- Upgrade, construct, expand and/or acquire and install safety and security improvements, equipment, fixtures and systems, including fencing, gates, master key and lock systems, lighting, alarm systems, fire detection and suppression systems, emergency signage, safety doors, camera and video surveillance systems, and emergency communication systems.
- Make safety and accessibility improvements and/or eliminate or mitigate health and safety risks and/or comply with local, state and federal building, health, safety, access and other related requirements and including requirements of the Field Act and the Americans with Disabilities Act (ADA).
- Construct or acquire and install additional classrooms and related facilities.

MISCELLANEOUS

All listed bond projects include the following as needed:

- Planning and designing necessary for listed bond projects.
- The inspection, sampling and analysis of grounds, buildings and building materials to determine the presence of hazardous materials or substances, including asbestos, lead, etc., and the encapsulation, removal, disposal and other remediation or control of such hazardous materials and substances.
- Seismic and historical evaluations, site surveys (including topographic, geological and utility surveys), and infrastructure analyses.
- Necessary onsite and offsite preparation or restoration in connection with new
 construction, renovation or remodeling, or installation or removal of relocatable
 buildings or other temporary buildings, including demolition of structures;
 removing, replacing, or installing irrigation, drainage, utility lines (gas, water,
 sewer, electrical, data and voice, etc.), trees and landscaping; and relocating fire
 access roads or ingress/egress pathways.
- Address other unforeseen conditions revealed by construction, renovation or modernization (including plumbing or gas line breaks, dry rot, seismic and structural deficiencies, etc.).
- Acquire or construct other improvements required to comply with building codes, including seismic safety requirements, the Field Act, and access requirements.
- Acquisition of any rights-of-way, easements, licenses and/or real property made necessary by listed bond projects, or lease of real property made necessary by the listed bond projects.
- Acquire or construct storage facilities and other space on an interim basis, as needed to accommodate construction materials, equipment, and personnel.
- All other costs and work necessary or incidental to the listed bond projects.

PROJECTS INVOLVING RENOVATION, REHABILITATION OR REPAIR

For any project involving renovation, rehabilitation or repair of a building or the major portion of a building, the District shall be authorized to proceed with new replacement construction instead (including any necessary demolition) if the Board determines that replacement new construction is more practical than renovation, rehabilitation or repair, considering the building's age, condition, expected remaining life, comparative cost and other relevant factors.

GENERAL PROVISIONS

Interpretation. The terms of this bond measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this measure within the authority provided by law, including Article XIIIA, Section 1(b)(3) of the California Constitution, California Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Without limiting the generality of the foregoing, such words as repair, improve, upgrade, expand, modernize,

renovate, and reconfigure are used in the Bond Project List to describe school facilities projects in plain English and are not intended to expand the nature of such projects beyond, or have an effect on, and shall be interpreted to only permit, what is authorized under Article XIIIA, Section 1(b)(3) of the California Constitution, California Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. In this regard, the Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this measure for current maintenance, operations or repairs. The school facilities projects on the Bond Project List only authorize capital expenditures.

Estimated Ballot Information. The Board hereby declares, and the voters by approving this bond measure concur, that the information included in the statement of the bond measure to be voted on pursuant to Section 13119 of the California Elections Code is based upon the District's projections and estimates only and is not binding upon the District. The amount of money to be raised annually and the rate and duration of the tax to be levied for the bonds may vary from those presently estimated due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for project funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

<u>Headings.</u> The headings or titles of the sections of the bond measure, including any headings or titles included in the Bond Project List, are solely for convenience of reference and shall not affect the meaning, construction or effect of the bond measure.

Severability. The Board and the voters hereby declare that every portion, section, subdivision, paragraph, clause, sentence, phrase, word, application and individual project (individually referred to as "Part" and collectively as "Parts"), of this bond measure has independent value, and the Board and the voters would have adopted each Part hereof regardless of whether any other Part of this bond measure would be subsequently declared invalid. Upon approval of this bond measure by the voters, should any Part of this bond measure be found by a court of competent jurisdiction to be invalid for any reason, all remaining Parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the Parts of this bond measure are severable.

EXHIBIT B

TAX INFORMATION STATEMENT

An election will be held in the Owens Valley Unified School District (the "District") on November 5, 2024, to authorize the sale of up to \$7,500,000 in bonds of the District to finance school facilities as described in the measure. If the bond measure is approved by at least 55% of the voters of the District voting on the bond measure, the District expects to issue the bonds in multiple series over time. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400 through 9405 of the California Elections Code.

- 1. The best estimate of the average annual tax rate that would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of filing of this statement, is \$47.90 per \$100,000 (4.790 cents per \$100) of assessed valuation. The final fiscal year in which the tax to be levied to fund this bond issue is anticipated to be collected is fiscal year 2058-59.
- 2. The best estimate of the highest tax rate that would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is \$49.00 per \$100,000 (4.900 cents per \$100) of assessed valuation in fiscal year 2025-26.
- 3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is approximately \$14,100,000.

Voters should note that estimated tax rates are based on the ASSESSED VALUE of taxable property on the County's official tax rolls, <u>not</u> on the property's market value, which could be more or less than the assessed value. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The average annual tax rate, the highest tax rate, the final fiscal year in which the tax is anticipated to be collected and the year or years in which they will apply, and the actual total debt service, may vary from those presently estimated for a variety of reasons, including, without limitation, due to variations in the timing of bond sales, the amount or amortization of bonds sold, market conditions at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount or amortization of bonds sold at any given time will be determined by the District based on need for project funds and other factors, including the legal limitations on bonds approved by a 55% affirmative vote. Market conditions, including, without limitation, interest rates, are affected by economic and other factors beyond the control of the District and will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process. The growth or decline in assessed valuation is the result of a number of economic and other factors outside the control of the District.

Dated: $\sqrt[6]{4}$, 2024.

Superintendent

Owens Valley Unified School District

CLERK'S CERTIFICATE

I, Becky Taylor, Clerk of the Board of Trustees of the Owens Valley Unified School District, County of Inyo, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District held at the regular meeting place thereof on June 4, 2024, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: \

An agenda of the meeting was posted at least 72 hours before the meeting at ens Valley Unified School District Office 202 S. Clay St. Independence, California and also 13915 Ashe Rd. Bakersfield, California, a location freely accessible to members of the public, and on the District's website

https://ovusd.edlioschool.com/apps/pages/index.jsp?uREC_ID=1680705&type=d&pREC_ID=18 34214, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: 6/9 , 2024

Clerk of the Board of Trustees
Owens Valley Unified School District



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-555

Resolution from the Lone Pine Unified School District

Clerk-Recorder - Elections

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

A) Order consolidation of the election for the Measure provided within Resolution 2023-24-10 from the Lone Pine Unified School District with the November 5, 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Elections is presenting the attached Resolution from Lone Pine Unified School District. The Inyo County Registrar of Voters is in favor of conducting their election process as outlined in their resolution, and to have it consolidated with our November 5, 2024, General Election. The consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code. The full resolution name and the formal summary of the resolution are provided below. The measure will be declared as Passed upon a 55% vote in favor of the votes cast by the voters of the district. The full text of the Measure will be printed in the Inyo County Voter Information Guide, and available on our Elections website.

As Inyo County Registrar of Voters is not in favor of opting out of AB 1416 (2021-2022) for local measures, the ballot label for this measure will include a listing of Supporters and Opponents per EC § 9107.

Measures will be assigned Ballot Measure letters after the closing period of August 9, 2024.

Resolution # 2023-24-10- Resolution of the Board of Trustees of the Lone Pine Unified School District Ordering a School Bond Election, and Authorizing Necessary Actions in Connection Therewith

Abbreviation of Measure:

"To replace HVAC systems; modernize outdated classrooms, restrooms and school facilities; replace leaky roofs; and make health, safety and security improvements, shall the Lone Pine Unified School District measure be adopted authorizing \$7,500,000 in bonds, at legal rates, raising on average \$434,000 annually as long as bonds are outstanding at a rate of approximately \$27.50 per \$100,000 of

assessed valuation, with annual audits, independent citizens' oversight, NO money for administrator salaries and all money spent locally?"

FISCAL IMPACT:				
Funding	General Fund	Budget Unit	011000	
Source				
Budgeted?	Yes	Object Code	5316	
Recurrence	One-Time Expenditure			
Current Fiscal Year Impact				
N/A - actual expenses incurred by the County will be reimbursed by the districts				
Future Fiscal Year Impacts				
None				
Additional Information				

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatively, the Board may choose not to approve to consolidate elections, thereby requiring individual elections. This is not recommended, as doing so will be very costly and a heavy burden on staff and resources of both the County Elections Office and the District requesting consolidation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel

ATTACHMENTS:

1. Lone Pine USD Resolution 2023-24-10 - Improvement Measure

APPROVALS:

Danielle Sexton Created/Initiated - 7/22/2024
Darcy Ellis Approved - 7/22/2024
John Vallejo Approved - 7/23/2024
Amy Shepherd Approved - 7/23/2024
Nate Greenberg Final Approval - 7/26/2024

ITEM 5.1

RESOLUTION NO. 2023-24-10

JUN 27 2024

INYO CO. CLERK

RESOLUTION OF THE BOARD OF TRUSTEES OF THE LONGELLE SEXTON, CLERK PINE UNIFIED SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION, AND AUTHORIZING **NECESSARY ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the Board of Trustees (the "Board") of the Lone Pine Unified School District (the "District"), located in the County of Inyo (the "County"), is authorized to order elections within the District and to designate the specifications thereof, pursuant to Sections 5304 and 5322 of the California Education Code; and

WHEREAS, the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes authorized pursuant to California Education Code Sections 15100 et seq.; and

WHEREAS, under paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the Constitution of the State of California (the "California Constitution") and subdivision (b) of Section 18 of Article XVI of the California Constitution, and Section 15266 of the California Education Code, the Board is further authorized, pursuant to a two-thirds vote and subject to Section 15100 of the California Education Code, to seek approval of bonds and levy an ad valorem tax to repay those bonds upon a 55% vote of the voters of the District voting on the measure for the purposes hereinafter specified, provided certain accountability requirements are included in the measure, including (a) that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIIIA, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses, (b) that a list of the specific school facilities projects to be funded be included and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list, (c) that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed, and (d) that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects; and

WHEREAS, the Board deems it necessary and advisable to submit such a bond measure to the electors, which, if approved by at least 55% of the votes cast, would permit the District to issue its bonds; and

WHEREAS, the Board has evaluated the facilities needs of the District to determine which projects to finance from a local bond at this time; and

WHEREAS, in order to address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed under the heading entitled "BOND PROJECT LIST" included in the full text of the bond measure set forth in Exhibit A attached hereto (the "Bond Project List"); and

WHEREAS, the Board has determined that the projects listed on the Bond Project List are authorized to be financed with bonds of the District under subsection (a) of Section 15100 of the California Education Code and are for purposes specified in Article XIIIA, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses; and

WHEREAS, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution, and as provided in the full text of the bond measure, the Board has evaluated safety, class size reduction and information technology needs in developing the Bond Project List; and

WHEREAS, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution, and as provided in the full text of the bond measure, annual, independent performance and financial audits shall be required as part of the bond measure; and

WHEREAS, pursuant to Section 15278 of the California Education Code, if a bond measure is authorized in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, the Board must establish and appoint members to an independent citizens' oversight committee to ensure that (a) bond revenues are expended only for the purposes specified in Article XIIIA, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses; and

WHEREAS, in accordance with Section 15278 of the California Education Code, and as provided in the full text of the bond measure, an independent citizens' oversight committee shall be required as part of the bond measure; and

WHEREAS, a bond election authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election at which all of the electors of the District are entitled to vote, as required by Section 15266 of the California Education Code; and

WHEREAS, on November 5, 2024, a statewide general election is scheduled to be conducted throughout the District; and

WHEREAS, subsection (c) of Section 15100 of the California Education Code provides that, before the Board may order an election pursuant to California Education Code Sections 15100 *et seq.*, it shall obtain reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor; and

WHEREAS, although the County Assessor does not make projections of assessed property valuations beyond the next succeeding tax year, the Board has been presented with projections of assessed property valuations of the property within the boundaries of the District in connection with developing the bond measure that take into consideration, among other things, the long-term historical average growth rates of assessed property valuations of the property within the

boundaries of the District and the Board finds those projections to be reasonable and informed; and

WHEREAS, the Board has determined that, based upon such projections of assessed property valuation, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the maximum tax rate permitted by Section 15270 of the California Education Code; and

WHEREAS, Section 9400 *et seq.* of the California Elections Code requires that a tax information statement be contained in all official materials, including any voter information guide prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, the Board now desires to authorize the filing of a ballot argument in favor of the bond measure to be submitted to the voters at the election; and

WHEREAS, the District expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the projects listed in the Bond Project List prior to financing the costs associated with such projects on a long-term basis; and

WHEREAS, the District reasonably expects that certain of the proceeds of the bonds proposed to be issued under the bond measure, if approved by voters, will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the District to declare its reasonable official intent to reimburse prior expenditures for the projects listed in the Bond Project List with proceeds of a subsequent borrowing; and

WHEREAS, if any project to be funded by the bonds will require State of California matching grant funds for any phase, the sample ballot must contain a statement, in the form prescribed by law, advising the voters that such project is subject to the approval of State matching funds and, therefore, passage of the bond measure is not a guarantee that the project will be completed, and the Board finds that completion of no portion of the projects listed in the Bond Project List will require State matching grant funds for any phase thereof;

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Trustees of the Lone Pine Unified School District as follows:

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Specifications of Election Order; Required Certification. Pursuant to California Education Code Sections 5304, 5322, 15100 et seq., and 15266, and paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, a special election shall be held within the boundaries of the District on November 5, 2024, for the purpose of submitting to the registered voters of the District the bond measure contained in Exhibit A attached hereto and incorporated herein. In accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIIIA of the California Constitution, and as provided in the full text of the bond measure, the Board hereby

certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

- Section 3. Conduct of Election. (a) Request to County Officers. Pursuant to Section 5303 of the California Education Code, the Registrar of Voters of the County (the "Registrar of Voters") is required to, and is hereby requested to, take all steps to hold the election in accordance with law and these specifications.
- (b) Abbreviation of Measure. Pursuant to Sections 13119 and 13247 of the California Elections Code and Sections 5322 and 15122 of the California Education Code, the Board hereby directs the Registrar of Voters to use the following statement of the bond measure on the ballot:

"To replace HVAC systems; modernize outdated classrooms, restrooms and school facilities; replace leaky roofs; and make health, safety and security improvements, shall the Lone Pine Unified School District measure be adopted authorizing \$7,500,000 in bonds, at legal rates, raising on average \$434,000 annually as long as bonds are outstanding at a rate of approximately \$27.50 per \$100,000 of assessed valuation, with annual audits, independent citizens' oversight, NO money for administrator salaries and all money spent locally?"

- (c) Voter Information Guide. The Registrar of Voters is hereby requested to reprint the full text of the bond measure as set forth in Exhibit A in its entirety in the voter information guide to be distributed to voters.
- (d) State Matching Funds. The District has determined that the projects to be funded from the proposed bonds will not require State matching funds for any phase thereof, and that Section 15122.5 of the California Education Code does not apply to the bond measure, and accordingly, the Registrar of Voters is directed not to include in the voter information guide the disclosure otherwise required by Section 15122.5 of the California Education Code.
- (e) Consolidation Requirement. Pursuant to Section 15266(a) of the California Education Code, the election shall be consolidated with the statewide general election on November 5, 2024, and pursuant to California Education Code Section 5342 and Part 3 (commencing with Section 10400) of Division 10 of the California Elections Code, the Registrar of Voters and the Board of Supervisors of the County are hereby requested to order consolidation of the election with such other elections as may be held on the same day in the same territory or in territory that is in part the same. The District hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code.
- (f) Canvass of Results. The Board of Supervisors of the County is authorized and requested to canvass the returns of the election, pursuant to Section 10411 of the California Elections Code.
- (g) Required Vote. Pursuant to Section 18 of Article XVI and Section 1 of Article XIIIA of the California Constitution, the bond measure shall become effective upon the affirmative vote of at least 55% of the voters of the District voting on the measure.

- (h) *Election Costs.* The District shall pay all costs of the election approved by the Board of Supervisors of the County pursuant to California Education Code Section 5421.
- Section 4. Delivery of Order of Election to County Officers. The Clerk of the Board of the District is hereby directed to cause to be filed as soon as practicable, and in any event no later than July 15, 2024 (which date is the measure submission due date set by the Registrar of Voters for the election), one copy of this Resolution to the Registrar of Voters, including the tax information statement attached hereto as Exhibit B, containing the information required by California Elections Code Section 9400 et seq., completed and signed by the Superintendent of the District, with such technical corrections or additions as deemed necessary by the Superintendent of the District, and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of the County. With respect to the tax information statement attached hereto as Exhibit B, the Board hereby adopts the procedures set forth in California Elections Code Section 9405.
- Section 5. Ballot Arguments. The President of the Board, or any member or members of the Board as the President shall designate, are hereby authorized, but not directed, to prepare and file with the Registrar of Voters a ballot argument in favor of the bond measure and a rebuttal argument to the argument against the bond measure, if any, within the time established by the Registrar of Voters, which shall be considered the official ballot argument of the Board as sponsor of the bond measure.
- Section 6. Declaration of ●fficial Intent to Reimburse. The District hereby declares its official intent to use proceeds of the bonds proposed to be issued under the bond measure to reimburse itself for Reimbursement Expenditures. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the District to make any expenditure, incur any indebtedness, or proceed with the projects listed in the Bond Project List.
- Section 7. Further Authorization. The members of the Board, the Superintendent of the District, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this resolution in accordance with the terms hereof and of applicable provisions of law.

Section 8. Effective Date. This Resolution shall take effect upon its adoption by the Board pursuant to a two-thirds vote.

PASSED AND ADOPTED this day, June 20, 2024, by the following vote:

AYES: 5

NOES:

ABSTAIN: O

ABSENT: \mathcal{O}

APPROVED:

Susan Patton, President of the Board of Trustees of

the Lone Pine Unified School District

Attest:

Susan Lutze, Clerk of the Board of Trustees of the

Lone Pine Unified School District

EXHIBIT A

FULL TEXT OF BOND MEASURE

LONE PINE UNIFIED SCHOOL DISTRICT IMPROVEMENT MEASURE

This measure may be known and referred to as the "Lone Pine Unified School District Improvement Measure" or as "Measure __". [designation to be assigned by County Registrar of Voters]

BOND AUTHORIZATION

By approval of this measure by at least 55% of the voters of the Lone Pine Unified School District (the "District") voting on the measure, the District shall be authorized to issue and sell bonds of up to \$7,500,000 in aggregate principal amount to provide financing for the specific school facilities projects listed under the heading entitled "BOND PROJECT LIST" below (the "Bond Project List"), subject to all of the accountability safeguards specified below.

ACCOUNTABILITY SAFEGUARDS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific school facilities needs of the District, all in compliance with the requirements of Article XIIIA, Section 1(b)(3) of the Constitution of the State of California (the "California Constitution"), and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Sections 15264 and following of the California Education Code).

<u>Evaluation of Needs.</u> The Board of Trustees of the District (the "Board") has evaluated the facilities needs of the District to determine which projects to finance from a local bond at this time. To address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed in the Bond Project List. The Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

<u>Limitations on Use of Bonds.</u> Proceeds from the sale of bonds authorized by this measure shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. More specifically, the Bond Project List provides for the specific projects the District proposes to finance with proceeds from the sale of bonds authorized by this measure and such proceeds shall be applied only to those specific purposes.

Independent Citizens' Oversight Committee. In accordance with and pursuant to California Education Code Section 15278 et seq., the Board shall establish an independent citizens' oversight committee, within 60 days of the date that the Board enters the election results on its minutes pursuant to Section 15274 of the California Education Code, to ensure that (a) bond revenues are expended only for the purposes specified in Article XIIIA, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses. In accordance with Section 15282 of the California Education Code, the citizens' oversight committee shall consist of at least seven members and shall include a member active in a business organization representing the business community located within the District, a member active in a senior citizens' organization, a member active in a bona fide taxpayers' organization, a member that is a parent or guardian of a child enrolled in the District, and a member that is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization. The committee may be comprised of the same members of the citizens' oversight committees for other District bond measures. No employee or official of the District and no vendor, contractor or consultant of the District shall be appointed to the citizens' oversight committee.

Annual Performance Audits. In compliance with the requirements of Article XIIIA, Section 1(b)(3)(C) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent performance audit to ensure that the proceeds from the sale of bonds authorized by this measure have been expended only on the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for performance audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

Annual Financial Audits. In compliance with the requirements of Article XIIIA, Section 1(b)(3)(D) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent financial audit of the proceeds from the sale of bonds authorized by this measure until all of those proceeds have been spent for the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for financial audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

Special Bond Proceeds Account; Annual Report to Board. In compliance with the requirements of California Government Code Section 53410 and following, upon approval of this measure and the sale of any bonds approved, the Board shall take actions necessary to establish an account in which proceeds of the sale of bonds authorized by this measure shall be deposited. In compliance with the requirements of California Government Code Section 53411, as long as any proceeds of the bonds remain unexpended, the chief fiscal officer of the District

shall cause a report to be filed with the Board at least once a year, stating (a) the amount of funds collected and expended in that year, and (b) the status of any project required or authorized to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the chief fiscal officer of the District shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

FURTHER SPECIFICATIONS

Single Purpose. All of the purposes enumerated in this measure shall be united and voted upon as one single measure, pursuant to California Education Code Section 15100, and all the enumerated purposes shall constitute the specific single purpose of the bonds, and the proceeds from the sale of bonds authorized by this measure shall be spent only for such purpose, pursuant to California Government Code Section 53410.

Other Terms of the Bonds. When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum, and that interest shall be made payable at the time or times permitted by law. The bonds may be issued and sold in several series, and no bond shall be made to mature more than the statutory maximum number of years from the date borne by that bond.

BOND PROJECT LIST

The Bond Project List below lists the specific projects the District proposes to finance with proceeds of the bonds. The Bond Project List shall be considered a part of this bond measure and shall be reproduced in any official document required to contain the full statement of the bond measure. Listed projects will be completed as needed at a particular school or school facility site according to Boardestablished priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. In so far as permitted by law, each project is assumed to include its share of costs of the election and bond issuance, construction-related costs, such as project and construction management, architectural, engineering, permitting and entitlements, inspection and similar planning and testing costs, demolition and interim housing costs, legal, accounting and similar fees, costs related to the independent annual financial and performance audits, a contingency for unforeseen design and construction costs, and other costs incidental to or necessary for completion of the listed projects (whether the related work is performed by the District or third parties). The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. In addition, certain project funds expected from non-local bond sources have not yet been secured. Therefore, the Board cannot guarantee that the bond proceeds will provide sufficient funds to allow completion of all listed projects. Alternatively, if the District obtains unexpected funds from non-local bond sources with respect to listed projects, such projects may be enhanced, supplemented or expanded to the extent of such funds. Some projects may be subject to further government approvals, including by State officials and boards and/or local environmental or agency approval. Inclusion of a project on the Bond Project List is not a guarantee that the project will be completed (regardless of whether bond funds are available).

The specific projects authorized to be financed with proceeds from the sale of bonds authorized by this measure are as follows:

DISTRICT WIDE PROJECTS

The following projects are authorized to be financed at all school facilities sites District wide:

- Renovate, construct, replace and/or modernize all classrooms for current educational standards, including acquiring, installing and/or upgrading technology equipment, fixtures and infrastructure.
- Construct, replace, improve, renovate and/or acquire and install restrooms.
- Modernize, upgrade, renovate, rehabilitate, re-configure, expand and/or upgrade classrooms, classroom buildings, restrooms, common areas and school support facilities (including library, multipurpose room/auditorium, food storage, preparation and service, cafeteria and office/staff support facilities), whether permanent, portable or modular, including interior and exterior (as applicable) doors, windows, door and window hardware, roofs, rain gutters and downspouts, pillars, structural supports, walls, ceilings and floors and finishes, paint, siding, insulation, casework, surfaces, cabinets, secured storage, carpets, drapes, window coverings, infrastructure, lighting, sinks, drinking fountains, fixtures, signage, furniture and equipment.
- Remove, repair, and refinish building and site areas damaged by dry rot, water, termites, etc.
- Make energy-efficiency upgrades and acquire and install energy efficient
 equipment and systems to reduce carbon footprint, to promote energy efficiency,
 reduce maintenance costs and promote climate resiliency and sustainability,
 including sustainable building improvements (e.g., windows, lighting, electrical
 systems panel, HVAC, water systems, distribution and storage systems, energy
 efficiency/management monitoring systems, networks, fixtures, equipment and
 controls and etc.).
- Repair or replace roofs.
- Construct, replace, improve, renovate and/or acquire and install auditoriums and performing arts classrooms and centers and related facilities (including multipurpose rooms).
- Renovate, replace, upgrade, acquire, install and/or integrate major site/building/utility systems, equipment and related infrastructure and housing, including lighting, electrical (including wiring and related infrastructure for modern technology), heating, refrigeration, cooling and ventilation (including HVAC), plumbing, water, sewer, gas, irrigation, drainage, and energy efficiency/management monitoring systems, networks, fixtures and equipment and controls.
- Improve student access to computers and modern technology by updating and/or acquiring and installing technology equipment, fixtures and infrastructure, including computers, tablets, mobile devices, software, interactive educational technology, digital projectors and cameras, monitors, audio systems, video systems, network equipment (including servers, network interface devices, network switches and routers, wireless network equipment, firewalls, network security equipment, racking, power and cooling equipment, wiring and uninterruptible power supply equipment and systems), backup power systems, etc; rehabilitate and replace such equipment, fixtures and infrastructure as needed in the future. Technology equipment, fixtures and infrastructure includes existing technology equipment, fixtures and infrastructure as well as technology equipment and fixtures and infrastructure developed in the future.

- Upgrade, construct, expand and/or acquire and install safety and security improvements, equipment, fixtures and systems, including fencing, gates, master key and lock systems, lighting, alarm systems, fire detection and suppression systems, emergency signage, safety doors, camera and video surveillance systems, and emergency communication systems.
- Make safety and accessibility improvements and/or eliminate or mitigate health and safety risks and/or comply with local, state and federal building, health, safety, access and other related requirements and including requirements of the Field Act and the Americans with Disabilities Act (ADA).

MISCELLANEOUS

All listed bond projects include the following as needed:

- Planning, designing and providing temporary housing necessary for listed bond projects.
- The inspection, sampling and analysis of grounds, buildings and building materials
 to determine the presence of hazardous materials or substances, including asbestos,
 lead, etc., and the encapsulation, removal, disposal and other remediation or
 control of such hazardous materials and substances.
- Seismic and historical evaluations, site surveys (including topographic, geological and utility surveys), and infrastructure analyses.
- Necessary onsite and offsite preparation or restoration in connection with new
 construction, renovation or remodeling, or installation or removal of relocatable
 buildings or other temporary buildings, including demolition of structures;
 removing, replacing, or installing irrigation, drainage, utility lines (gas, water,
 sewer, electrical, data and voice, etc.), trees and landscaping; and relocating fire
 access roads or ingress/egress pathways.
- Address other unforeseen conditions revealed by construction, renovation or modernization (including plumbing or gas line breaks, dry rot, seismic and structural deficiencies, etc.).
- Acquire or construct other improvements required to comply with building codes, including seismic safety requirements, the Field Act, and access requirements.
- Acquisition of any rights-of-way, easements, licenses and/or real property made necessary by listed bond projects, or lease of real property made necessary by the listed bond projects.
- Acquire or construct storage facilities and other space on an interim basis, as needed to accommodate construction materials, equipment, and personnel.
- Furnishing and equipping of classrooms and other school facilities; furnishing and equipping shall include initial purchases, and scheduled and necessary replacements, upgrades and updating of technology.
- All other costs and work necessary or incidental to the listed bond projects.

PROJECTS INVOLVING RENOVATION, REHABILITATION OR REPAIR

For any project involving renovation, rehabilitation or repair of a building or the major portion of a building, the District shall be authorized to proceed with new replacement construction instead (including any necessary demolition) if the Board determines that replacement new construction is more practical than renovation, rehabilitation or repair, considering the building's age, condition, expected remaining life, comparative cost and other relevant factors.

GENERAL PROVISIONS

Interpretation. The terms of this bond measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this measure within the authority provided by law, including Article XIIIA, Section 1(b)(3) of the California Constitution. California Education Code Section 15000 et seq. and the Strict Accountability in Local School Construction Bonds Act of 2000. Without limiting the generality of the foregoing, such words as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used in the Bond Project List to describe school facilities projects in plain English and are not intended to expand the nature of such projects beyond, or have an effect on, and shall be interpreted to only permit, what is authorized under Article XIIIA, Section 1(b)(3) of the California Constitution, California Education Code Section 15000 et seq. and the Strict Accountability in Local School Construction Bonds Act of 2000. In this regard, the Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this measure for current maintenance, operations or repairs. The school facilities projects on the Bond Project List only authorize capital expenditures.

Estimated Ballot Information. The Board hereby declares, and the voters by approving this bond measure concur, that the information included in the statement of the bond measure to be voted on pursuant to Section 13119 of the California Elections Code is based upon the District's projections and estimates only and is not binding upon the District. The amount of money to be raised annually and the rate and duration of the tax to be levied for the bonds may vary from those presently estimated due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for project funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

<u>Headings</u>. The headings or titles of the sections of the bond measure, including any headings or titles included in the Bond Project List, are solely for

convenience of reference and shall not affect the meaning, construction or effect of the bond measure.

Severability. The Board and the voters hereby declare that every portion, section, subdivision, paragraph, clause, sentence, phrase, word, application and individual project (individually referred to as "Part" and collectively as "Parts"), of this bond measure has independent value, and the Board and the voters would have adopted each Part hereof regardless of whether any other Part of this bond measure would be subsequently declared invalid. Upon approval of this bond measure by the voters, should any Part of this bond measure be found by a court of competent jurisdiction to be invalid for any reason, all remaining Parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the Parts of this bond measure are severable.

EXHIBIT B

TAX INFORMATION STATEMENT

An election will be held in the Lone Pine Unified School District (the "District") on November 5, 2024, to authorize the sale of up to \$7,500,000 in bonds of the District to finance school facilities as described in the measure. If the bond measure is approved by at least 55% of the voters of the District voting on the bond measure, the District expects to issue the bonds in multiple series over time. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400 through 9405 of the California Elections Code.

- 1. The best estimate of the average annual tax rate that would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of filing of this statement, is \$26.50 per \$100,000 of assessed valuation. The final fiscal year in which the tax to be levied to fund this bond issue is anticipated to be collected is fiscal year 2056-57.
- 2. The best estimate of the highest tax rate that would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is \$27.50 per \$100,000 of assessed valuation in fiscal year 2025-26.
- 3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is approximately \$14,300,000.

Voters should note that estimated tax rates are based on the ASSESSED VALUE of taxable property on the County's official tax rolls, <u>not</u> on the property's market value, which could be more or less than the assessed value. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The average annual tax rate, the highest tax rate, the final fiscal year in which the tax is anticipated to be collected and the year or years in which they will apply, and the actual total debt service, may vary from those presently estimated for a variety of reasons, including, without limitation, due to variations in the timing of bond sales, the amount or amortization of bonds sold, market conditions at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount or amortization of bonds sold at any given time will be determined by the District based on need for project funds and other factors, including the legal limitations on bonds approved by a 55% affirmative vote. Market conditions, including, without limitation, interest rates, are affected by economic and other factors beyond the control of the District and will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process. The growth or decline in assessed valuation is the result of a number of economic and other factors outside the control of the District.

Dated: 71, 2024.

Edward Campbell, Superintendent
Lone Pine Unified School District

CLERK'S CERTIFICATE

I, Susan Lutze, Clerk of the Board of Trustees of the Lone Pine Unified School District, County of Inyo, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District held at the regular meeting place thereof on June 20, 2024, and entered in the minutes thereof, of which meeting all of the members of the Board of Trustees had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours before the meeting at 301 South Hay Street, Lone Pine, California, a location freely accessible to members of the public, and on the District's website at https://www.lpusddist.org/apps/pages/index.jsp?uREC_ID=2829901&type=d&pREC_ID=25597 48, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: Jun 29, 2024

Susan Lutze, Clerk of the Board of Trustees
Lone Pine Unified School District



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-556

Resolution from the Bishop Unified School District Clerk-Recorder - Elections

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

A) Order consolidation of the election for the Measure provided within Resolution 24-25-03 from the Bishop Unified School District with the November 5, 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Elections is presenting the attached Resolution from Bishop Unified School District. The Inyo County Registrar of Voters is in favor of conducting their election process as outlined in their resolution, and to have it consolidated with our November 5, 2024, General Election. The consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code. The full resolution name and the formal summary of the resolution are provided below. The measure will be declared as Passed upon a 55% vote in favor of the votes cast by the voters of the district. The full text of the Measure will be printed in the Inyo County Voter Information Guide, and available on our Elections website.

As Mono County has adopted a Resolution to opt out of AB 1416 (2021-2022) for local measures, the ballot label for this measure will NOT include a listing of Supporters and Opponents, per EC § 9107 (d)(2), for this shared district of Inyo and Mono Counties.

Measures will be assigned Ballot Measure letters after the closing period of August 9, 2024.

The Inyo County Registrar of Voters will coordinate with the Mono County Registrar of Voters for the conduct of the election, including with respect to assignment of a measure letter or other title, the preparation of any analysis or statements to be printed in the sample ballot or voter guide, and any other issue the Counties deem necessary or advisable, to the extent practicable.

Resolution # 24-25-03- Resolution Ordering an Election to Authorize the Issuance of School Bonds of the Bishop Unified School District, Establishing Specifications of the Election Order, and Requesting Consolidation with any other Elections Occurring on November 5, 2024

Abbreviation of Measure: Bishop Union High School and Home Street Middle School Repair Bond. With funds that cannot be taken by the State, shall Bishop Unified School District's measure to repair/replace deteriorating plumbing, roofs, electrical heating and air-conditioning systems and update career training facilities classrooms, and Bishop Union High School's historic main building be adopted authorizing \$46.3 million with legal rates audits, average levies below \$52 per \$100 000 of assessed valuation (raising \$2.9 million annually) while outstanding, independent oversight, no funds for administrator salaries 'and full disclosure of spending?'

FISCAL IMPACT:					
Funding Source	General Fund	Budget Unit	011000		
Budgeted?	Yes	Object Code	5316		
Recurrence	One-Time Expenditure				
Current Fiscal Year Impact					
N/A - actual expenses incurred by the County will be reimbursed by the districts					
Future Fiscal Year Impacts					
Additional Information					

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatively, the Board may choose not to approve to consolidate elections, thereby requiring individual elections. This is not recommended, as doing so will be very costly and a heavy burden on staff and resources of both the County Elections Office and the District requesting consolidation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel

ATTACHMENTS:

1. Bishop USD Resolution 24-25-03 - High School & Middle School Repair Bond Measure

APPROVALS:

Danielle Sexton Created/Initiated - 7/22/2024
Darcy Ellis Approved - 7/22/2024
John Vallejo Approved - 7/23/2024
Amy Shepherd Approved - 7/23/2024

Nate Greenberg Final Approval - 7/26/2024



Katherine Kolker, Superintendent 656 W. Pine Street, Bishop, CA 93514 760.872.3680

Via Hand Delivery (to first recipient) and email (to all other recipients)

July 11, 2024

Inyo County Elections 168 N. Edwards Street Independence, CA 93526 elections@inyocounty.us

Inyo County Superintendent of Schools Inyo County Office of Education 166 Grandview Drive Bishop, CA 93514 bsimpson@inyocoe.org

Inyo County Board of Supervisors Assistant Clerk of the Board 224 N. Edwards Street Independence, CA 93526 dellis@inyocounty.us Mono County Registrar of Voters 74 North School Street, Annex I Bridgeport, CA 93517 elections@mono.ca.gov

Inyo County Counsel 224 N. Edwards Street Independence, CA 93526 jcvallejo@inyocounty.us

Re:

Bishop Unified School District Resolution No. 24-25-03

Specifying and Ordering Bond Measure Election and Requesting

Consolidation with any other Elections occurring on November 5, 2024

To Whom it May Concern:

Please find enclosed Resolution No. 24-25-03 (the "Resolution") of the Bishop Unified School District (the "District"), ordering an election to authorize the issuance of school bonds to be consolidated with the presidential general election on November 5, 2024.

Board of Trustees

Steve Elia

Virginia Figueroa

Dr. Claudia Moya-Tanner

Kathy Zack

Joshua Nicholson

www.bishopschools.org

Also enclosed, pursuant to Elections Code sections 9400-9404, is the District's Tax Rate Statement.

The Resolution includes the following Exhibits:

Exhibit A - Full Text of Bond Measure;

Exhibit B - Abbreviated ballot statement (75-word statement); and

Exhibit C – Formal Notice of School Bond Election.

The Inyo County Registrar of Voters is hereby requested to (a) publish the Notice of Election, in the form substantially matching Exhibit C to the Resolution; (b) coordinate, as "lead county," with the Mono County Registrar of Voters to assign a measure letter and set deadlines for ballot arguments and rebuttals, and notify us of the same; (c) instruct County Counsel to begin their analysis; (d) print the full text of the bond measure as exhibited by Exhibit A to the Resolution in the sample Ballot and Voter Pamphlet to be sent to voters of the District; and (e) take any other actions as required to comply with the intent of the Resolution, the requirements of the Inyo County Registrar of Voters and other County officials, and the requirements of law.

Please let me know if you have any questions.

Sincerely,

Katie Kolker,

Superintendent

Bishop Unified School District

Enclosure: Resolution No. 24-25-03; Tax Rate Statement

FILED

BEFORE THE BOARD OF TRUSTEES OF THE BISHOP UNIFIED SCHOOL DISTRICT

JUL 15 2024 INYO CO. CLERK DANIELLE SEXTON, CLERK

RESOLUTION NO. 24-25-03

RESOLUTION ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF SCHOOL BONDS OF THE BISHOP UNIFIED SCHOOL DISTRICT, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH ANY OTHER ELECTIONS OCCURRING ON NOVEMBER 5, 2024

WHEREAS, in the judgment of the Board of Trustees (the "Board") of the Bishop Unified School District (the "District"), located in Inyo County and Mono County (together, the "Counties"), California, it is advisable to call an election to submit to the electors of the District the question of whether the bonds of the District shall be issued and sold for the purpose of raising money for the improvement, upgrade, and renovation of the District's existing schools and the acquisition and construction of additional classrooms and school facilities at existing schools; and

WHEREAS, while the District is dedicated to offering an excellent education for our students, many of our school facilities were built over fifty years ago and are in need of significant upgrades, repairs, and improvements to ensure the health and safety of pupils, staff and community and provide for adequate housing for the District's students; and

WHEREAS, while the District's maintenance team works hard to take care of our aging classrooms and school facilities by keeping up with minor repairs and maintenance, the significant upgrades and improvements needed at District schools are beyond what can simply be accomplished or funded as "maintenance;" and

WHEREAS, antiquated facilities systems throughout the schools are both ineffective and costly to operate and need to be updated; and

WHEREAS, District schools need technology infrastructure and tools to meet curricular requirements and prepare students for success upon graduation; and

WHEREAS, high-quality, clean, and safe learning environments, and fiscal prudence, are integral features of the District's facilities planning and project prioritizing efforts; and

WHEREAS, notwithstanding the District's prudent management of existing ordinary resources, substantial and necessary upgrades and improvements to facilities remain for which the District does not have a funding source; and

WHEREAS, in addition to basic repairs of old school facilities and infrastructure, including fixing deteriorating roofs, plumbing, and electrical systems, there is also a clear need

to modernize outdated existing middle school and high school classrooms, restrooms, and school facilities; provide state-of-the-art classrooms and modern technology; and enhance campus safety and security; and

WHEREAS, because the State has not been adequately funding school facilities improvements, passing a bond measure provides a guaranteed source of local funding to maintain and improve school facilities serving the District's students; and

WHEREAS, funding from this bond measure will benefit local schools, and no funds can be taken away by the State or other school districts, and by law, no money can be used for teacher or administrator salaries or pensions; and

WHEREAS, without a local school bond, the District will lose the opportunity to receive State matching funds which will then be awarded to other school districts; and

WHEREAS, as a result of the approval of Proposition 39 on November 7, 2000, Article XIIIA, Section 1, paragraph (b) of the California Constitution ("Article XIIIA") provides an exception to the limit on *ad valorem* property taxes on real property for bonded indebtedness incurred by a school district that has been approved by fifty-five percent (55%) of the voters of the District voting on the proposition; and

WHEREAS, pursuant to subdivision (c) of California Education Code section 15100, the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the Assessors of each of the Counties; and

WHEREAS, pursuant to California Education Code section 15264 et seq. (the "Act"), this Board is specifically authorized, upon approval by two-thirds (2/3) of the Board, to submit to the electorate of the District the question of whether bonds of the District shall be issued and sold for specified purposes, upon a fifty-five percent (55%) vote of the electorate in favor on the question, pursuant to paragraph (3) of said subdivision (b) of Section 1 of Article XIIIA and subdivision (b) of Section 18 of Article XVI of the California Constitution; and

WHEREAS, pursuant to California Elections Code section 10403, et seq., it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, and to request the election officials of both Counties to perform certain election services for the District.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE BISHOP UNIFIED SCHOOL DISTRICT HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

1. <u>Call for Election</u>. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the principal amount not to exceed \$46,300,000 for the purpose of raising money for the improvement, upgrade, and renovation of the District's existing middle and high schools and

the acquisition and construction of additional classrooms and school facilities at existing middle and high schools, and paying costs incident thereto, as set forth more fully in a ballot proposition approved pursuant to Section 3 below. This Resolution constitutes the order of the District to call such election.

- 2. <u>Election Date.</u> The date of the election shall be November 5, 2024, and the election shall be held solely within the boundaries of the District.
- 3. Purpose of Election; Ballot Proposition. The purpose of the election shall be for the voters of the District to vote on a proposition, a full copy of which is attached hereto as *Exhibit A*, containing the question of whether the District shall issue the Bonds for the purposes stated therein, together with the accountability requirements of Article XIIIA and the requirements of section 15272 of the Act. As required by California Elections Code sections 13119 and 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as *Exhibit B*. The District's Superintendent (or designee) is hereby authorized and directed to make any changes to the text of the proposition, or its abbreviated form, as required to comply with the intent of this Resolution, the requirements of elections officials, and requirements of law.
- 4. <u>Authority for Election</u>. The authority for ordering the election is contained in California Education Code section 15264, *et seq.* and Article XIIIA, Section 1, paragraph (b), subsection (3) of the California Constitution. The authority for the specification of this election order is contained in California Education Code section 5322.
- 5. School Facilities Projects. A list of the specific school facilities projects and uses to be funded from the proceeds of the bonds is set forth in *Exhibit A*. As required by Article XIIIA, the Board hereby certifies that it has evaluated safety, class-size reduction, and information technology needs of the District in developing the list of school facilities projects and uses set forth in *Exhibit A*.
- 6. Covenants of the Board upon Approval of the Bonds by the Electorate. As required by Article XIIIA and section 15272 of the Act, if fifty-five percent (55%) of the voters of the District voting on the measure approve of the bonds, the Board shall:
 - (a) Use the bond proceeds only for the purposes authorized under Article XIIIA, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, and the acquisition or lease of real property for school facilities, as specifically set forth in *Exhibit A*, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses;
 - (b) Conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects and uses listed in *Exhibit A*;

- (c) Conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for school facilities projects and uses listed in *Exhibit A*; and
- (d) Establish and appoint members to an independent citizens' oversight committee in accordance with sections 15278, 15280, and 15282 of the Act.
- 7. **Delivery of this Resolution.** The Clerk of this Board is hereby authorized and directed to send or hand deliver a copy of this Resolution to the County Superintendent of Schools in and for each of the Counties and the Registrar of Voters of each of the Counties by no later than July 19, 2024.
- 8. <u>Declaration of Official Intent.</u> The District hereby declares its official intent, subject to the further approval of this Board, to use up to the maximum amount permitted by law of the proceeds of the proposed bonds to reimburse itself for payments it has made for any eligible costs of the projects and uses listed in *Exhibit A*. It is intended that this Resolution shall, among other things, constitute a declaration of "official intent" within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under Section 150 of the Internal Revenue Code of 1986, as amended.
- 9. <u>Ballot Arguments; Tax Rate Statement.</u> Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to prepare and submit any Tax Rate Statement or other document and to perform all acts necessary to place the bond measure on the ballot.
- 10. Consolidation of Election; Election Services. The Registrar of Voters of each of the Counties, and the Boards of Supervisors of each of the Counties, are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024, within the District. Pursuant to section 5303 of the Education Code and section 10002 of the Elections Code, the Boards of Supervisors for each of the Counties are requested to permit the Registrar of Voters and other appropriate officials of the Counties to render all services necessary in connection with the bond election including, but not limited to, publication of a Formal Notice of School Bond Election pursuant to Education Code section 5363 and related law (the proposed form of which is attached hereto as *Exhibit C*), the mailing of the sample ballot and tax rate statement (described in section 9401 of the Elections Code), the opportunity to submit ballot arguments in connection with the bond election, the canvassing and certification of the returns of the election, and other ballot requirements pursuant to Elections Code section 15123, for which services the District agrees to reimburse the Counties as required by law. The Board hereby requests that the Inyo County Registrar of Voters, to the extent practicable, coordinate with the Mono County Registrar of Voters for the conduct of the election, including with respect to assignment of a measure letter or other title, the preparation of any analysis or statements to be printed in the sample ballot or voter guide, and any other issue the Counties deem necessary or advisable.

- 11. <u>Severability.</u> If any section, subsection, phrase or clause of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution, or their application to any other person or circumstance. The Board declares that it would have adopted this Resolution and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, sentences, phrases or clauses, or their application to any person or circumstance, shall be declared invalid.
- 12. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED	AND ADOP	TED on July	8, 2024,	by the foll	lowing vote:

AYES:	5
NOES:	\mathcal{B}
ABSTENTIONS:	<i>\to</i>
	- 23

By: _

Vice President, Board of Trustees of the Bishop Unified School District

ATTEST:

ABSENT:

Clerk, Board of Trustees of the Bishop Unified School District

EXHIBIT A

FULL TEXT OF BOND MEASURE

for

BISHOP UNIFIED SCHOOL DISTRICT

Bishop Union High School and Home Street Middle School Repair Bond

With funds that cannot be taken by the State, shall Bishop Unified School District's measure to repair/ replace deteriorating plumbing, roofs, electrical, heating and air-conditioning systems and update career training facilities, classrooms, and Bishop Union High School's historic main building be adopted, authorizing \$46.3 million with legal rates, audits, average levies below \$52 per \$100,000 of assessed valuation (raising \$2.9 million annually) while outstanding, independent oversight, no funds for administrator salaries and full disclosure of spending?

INTRODUCTION

The Bishop Unified School District was established in 2010 when the former Bishop Joint Union High School District and Bishop Elementary School District were consolidated and merged to form one unified school district.

The District operates two high schools and one middle school. These schools, especially the Bishop Union High School and the Home Street Middle School, are aging and in need of repair, upgrade, and renovation, including fixing deteriorating roofs, plumbing, and electrical systems; modernization of outdated existing classrooms, restrooms, and school facilities; and enhancement of campus safety and security. Addressing these needed facilities issues requires that the District ask the voters to approve a General Obligation Bond.

Dedicated funding is required to meet these needs and provide safe, updated classrooms, labs, and facilities needed to support high-quality instruction in math, science, engineering, and technology to all students in our District.

The State of California requires a local match, funded primarily through local, general obligation bonds, for school districts wishing to pursue matching state funds for the upgrade or replacement of school buildings and facilities. The millions of dollars potentially available through the State match allows local taxpayers to benefit from the tax dollars they already pay to Sacramento.

It is imperative that our students are housed in educational environments consistent with the District's priority to provide school facilities that are safe, attractive, and appropriate for learning. The District needs to act locally to provide clean, safe, and modern facilities to ensure our students have the educational opportunities they deserve, and a school environment the community can take pride in.

As required by the California Constitution, the proceeds from the sale of the bonds will be used only for the purposes authorized under Article XIIIA of the California Constitution, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, as specifically set forth in this Measure, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses.

The following list describes the specific projects the District proposes to finance with proceeds of the bonds. The scope of specific projects, the order of construction, and their completion is contingent on final project costs and the availability of needed funds. Further, projects on the project list are of the type that issuing the authorized general obligation bonds as stated will not cause the State to reduce any financial hardship contribution that would otherwise be available to the District had these bonds not been authorized, issued, and or expended for their stated purpose.

The Board of Trustees hereby certifies that it has evaluated the safety, class-size reduction, and information technology needs of the District in developing this list of school facilities projects.

SCHOOL FACILITIES PROJECTS TO BE FUNDED FROM BOND PROCEEDS

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities of the Bishop Unified School District. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIIIA, Section 1(b)(3). This Measure authorizes bond projects to be undertaken at all current and future District middle school and high school sites.

School Facility Project List. The items presented on the following list provide are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this Measure. The types of projects authorized are:

- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer
 and gas lines, waterlines, storm drains, valves and pumps, heating, cooling, ventilation
 systems and electrical systems
- Improve and modernize the historic main building at Bishop Union High School
- Expand, renovate and revitalize existing or construct new classrooms and school facilities for vocational and career training programs, including agricultural mechanics, woodworking and welding
- Renovate and modernize classrooms and school facilities including flooring, windows, window coverings, doors, walls, ceilings, lighting, interior and exterior finishes, and paint
- Update schools to improve student safety and security including installing additional fencing and gates, pedestrian access, walkways/path-of-travel, lighting, reconfiguring

entrances and drop-off/pickup locations, improve parking and traffic flow, point of entry access, upgrading door locks and security systems

- Provide adequate furniture and add built-in storage casework and equipment for all classrooms
- Modernize, upgrade, renovate existing classrooms and labs and construct new classrooms with flexible learning spaces
- Renovate, repair, and construct restrooms
- Repair or replace deteriorating asphalt, concrete, sidewalks, parking lots, driveways and walkways
- Renovate, repair, replace, upgrade, resurface, construct and/or install playfields, field/sports lighting and speaker/PA system, outdoor courts, baseball/softball backstops, running tracks, locker rooms and all related improvements and equipment
- Develop, construct, install and improve outdoor areas including outdoor learning and meeting areas, including creating greater accessibility and usability, hardscaping, landscaping including the removal of trees, irrigation improvements, and building/installing shade structures and seating
- Renovate, expand and modernize classroom, workroom, office and conference room spaces for libraries, mental health, wellness, counseling, and nursing
- Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction
- Improve energy efficiency and sustainability including installation of energy efficient lighting and systems, solar panels, battery storage, and electric vehicle charging stations
- Acquire, install and/or upgrade campus safety and security/intrusion alarm systems, including intercom and emergency communications systems, lighting systems, bell systems, fire and life safety systems
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms

Incidental Expenses. Each of the bond projects described in this project list include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the

preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

<u>Furnishing</u> and <u>Equipping</u>. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alternations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond Measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this Measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board of Trustees determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the project list, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities, and such projects may include participation in the State Facility Program's Joint-Use Program to gain matching funds for teacher education, multi-

purpose rooms, gymnasiums, libraries, childcare, and other qualifying joint-use facilities. With respect to such joint-use projects, the bond funds authorized by this Measure may be used to pay all of the local share needed to qualify the projects for special State matching funds under the State Facility Program's Joint-Use Program requirements.

Bond Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond Measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the Measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Trustees. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

<u>Interpretation</u>. The terms of this bond Measure and the words used in the project list shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIIIA, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the project list such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the project list does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District Board hereby declares, and the voters by approving this bond Measure concur, that every section and part of this bond proposition has independent value, and the District Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this Measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond Measure are severable.

ACCOUNTABILITY MEASURES

If the bonds are approved, the Board of Trustees will implement the following accountability measures in accordance with State law:

(a) Use the bond proceeds only for the purposes authorized under Article XIIIA of the California Constitution, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and related uses, as specifically set forth in this Measure, and costs incident

- thereto, and not for any other purpose, including salaries and other routine school operating expenses;
- (b) Conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects and uses listed in this Measure;
- (c) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for school facilities projects and uses listed in this Measure; and
- (d) Establish and appoint members to an independent citizens' oversight committee to ensure the bonds are used only for the projects and uses listed in this Measure.

The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code section 53410.

STATE MATCHING FUNDS

California Education Code section 15122.5 requires the following statement to be included in this sample ballot:

"Approval of this bond measure does not guarantee that the proposed projects in the Bishop Unified School District that are the subject of bonds under this measure will be funded beyond the local revenues generated by this bond measure. The District's proposal for certain of the projects assumes the receipt of matching state funds, which are subject to appropriation by the Legislature or approval of a statewide bond measure."

ANNUAL TAX AMOUNT, RATE, AND DURATION

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds ("CABs," which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

EXHIBIT B

$\begin{array}{c} \text{BOND MEASURE} \\ \text{for} \\ \text{BISHOP UNIFIED SCHOOL DISTRICT} \end{array}$

(Abbreviated Form)*

"Bishop Union High School and Home Street	
Middle School Repair Bond. With funds that cannot	
be taken by the State, shall Bishop Unified School	BONDS – YES
District's measure to repair/ replace deteriorating	
plumbing, roofs, electrical, heating and air-	
conditioning systems and update career training	
facilities, classrooms, and Bishop Union High School's	
historic main building be adopted, authorizing \$46.3	BONDS – NO
million with legal rates, audits, average levies below	
\$52 per \$100,000 of assessed valuation (raising \$2.9	
million annually) while outstanding, independent	
oversight, no funds for administrator salaries and full	
disclosure of spending?"	

^{*} Limited to 75 words pursuant to California Elections Code section 13247.

EXHIBIT C

FORMAL NOTICE OF SCHOOL BOND ELECTION

NOTICE IS HEREBY GIVEN to the qualified electors of the Bishop Unified School District of Inyo County and Mono County, California, that in accordance with the provisions of the Education Code of the State of California, an election will be held on November 5, 2024, within the District, at which election the following measure shall be submitted to the qualified electors of the District and voted upon:

"Bishop Union High School and Home Street Middle School Repair Bond. With funds that cannot be taken by the State, shall Bishop Unified School District's measure to repair/ replace deteriorating plumbing, roofs, electrical, heating and air-conditioning systems and update career training facilities, classrooms, and Bishop Union High School's historic main building be adopted, authorizing \$46.3 million with legal rates, audits, average levies below \$52 per \$100,000 of assessed valuation (raising \$2.9 million annually) while outstanding, independent oversight, no funds for administrator salaries and full disclosure of spending?

Bonds - Yes

Bonds-No"

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds ("CABs," which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

All of the purposes enumerated in the foregoing measure shall be united and voted upon as one single measure, with precincts, places of holding the elections and officers appointed to conduct the elections to be the same as those provided for the statewide presidential general election to be held on November 5, 2024, under the Notice of Election published ______.

This election has been called pursuant to a Resolution of the Board of Trustees of the Bishop Unified School District, adopted on July 8, 2024. The Elections Official of Inyo County hereby gives formal notice of the election in accordance with the provisions of Education Code Section 15120.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2024.

Registrar of Voters Inyo County, California

TAX RATE STATEMENT REGARDING PROPOSED

BISHOP UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS Measure

An election will be held in the Bishop Unified School District (the "District") on November 5, 2024, to authorize the sale of up to \$46.3 million in bonds of the District to finance school facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of ad valorem tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

- 1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$51.83 per \$100,000 of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2049-50.
- 2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$51.83 per \$100,000 of assessed valuation. It is estimated that such rate would be levied in fiscal year 2025-26 through 2049-50.
- 3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$71.7 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

By:

Katie Kolker, Superintendent Bishop Unified School District



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-557

Resolution from the Bishop Unified School District for the School Facilities Improvement District No. 2024-1 (SFID 2024-1)

Clerk-Recorder - Elections

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

A) Order consolidation of the election for the Measure provided within Resolution 24-25-02 from the Bishop Unified School District with the November 5 2024 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3. (EC 10400-10418); and B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the County ballot measure, if adopted, would affect the revenues or expenditures of the County (EC 9160(c)).

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Elections is presenting the attached Resolution from Bishop Unified School District for the School Facilities Improvement District No. 2024-1(SFID 2024-1). The Inyo County Registrar of Voters is in favor of conducting their election process as outlined in their resolution, and to have it consolidated with our November 5, 2024, General Election. The consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code. The full resolution name and the formal summary of the resolution are provided below. The measure will be declared as Passed upon a 55% vote in favor of the votes cast by the voters of the district. The full text of the Measure will be printed in the Inyo County Voter Information Guide, and available on our Elections website.

As Inyo County Registrar of Voters is not in favor of opting out of AB 1416 (2021-2022) for local measures, the ballot label for this measure will include a listing of Supporters and Opponents per EC § 9107.

Measures will be assigned Ballot Measure letters after the closing period of August 9, 2024.

Resolution # 24-25-02- Resolution Ordering an Election to Authorize the Issuance of School Bonds of School Facilities Improvement District No. 2024-1 of the Bishop Unified School District, Establishing Specifications of the Election Order, and Requesting Consolidation with any Other Elections Occurring on November 5, 2024

Abbreviation of Measure:

"Bishop Elementary School Repair Bond. With funds that cannot be taken by the State and spent elsewhere, shall Bishop Unified School District's measure to replace leaky roofs; repair/replace inefficient heating and air-conditioning systems; renovate classrooms, restrooms and school facilities; and improve student safety be adopted, authorizing \$14.2 million with legal rates, audits, average levies below \$18 per \$100,000 of assessed valuation (raising \$873,900 annually) while outstanding, independent oversight, no funds for administrator salaries and full disclosure of all spending?"

FISCAL IMPACT:					
Funding Source	General Fund	Budget Unit	011000		
Budgeted?	Yes	Object Code	5316		
Recurrence	One-Time Expenditure				
Current Fiscal Year Impact					
N/A - actual expenses incurred by the County will be reimbursed by the districts					
Future Fiscal Year Impacts					
None					
Additional Information					

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatively, if the Board does not approve to consolidate elections, the process to hold individual elections will be very costly and a heavy burden on staff and resources of both the County Elections Office and the District requesting consolidation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel

ATTACHMENTS:

1. Bishop USD Resolution 24-25-02 - Elementary School Repair Bond Measure

APPROVALS:

Danielle Sexton Created/Initiated - 7/22/2024
Darcy Ellis Approved - 7/22/2024
John Vallejo Approved - 7/23/2024
Amy Shepherd Approved - 7/26/2024
Nate Greenberg Final Approval - 7/27/2024



Katherine Kolker, Superintendent 656 W. Pine Street, Bishop, CA 93514 760.872.3680

Via Hand Delivery (to first recipient) and email (to all other recipients)

July 11, 2024

Inyo County Elections 168 N. Edwards Street Independence, CA 93526 elections@inyocounty.us

Inyo County Board of Supervisors Assistant Clerk of the Board 224 N. Edwards Street Independence, CA 93526 dellis@inyocounty.us Inyo County Superintendent of Schools Inyo County Office of Education 166 Grandview Drive Bishop, CA 93514 bsimpson@inyocoe.org

Inyo County Counsel 224 N. Edwards Street Independence, CA 93526 jcvallejo@inyocounty.us

Re:

Bishop Unified School District Resolution No. 24-25-02 Specifying and Ordering Bond Measure Election (SFID No. 2024-1) and Requesting Consolidation with any other Elections occurring on November 5, 2024

To Whom It May Concern:

Please find enclosed Resolution No. 24-25-02 (the "Resolution") of the Bishop Unified School District (the "District"), ordering an election to authorize the issuance of school bonds of <u>School Facilities</u> <u>Improvement District No. 2024-1</u> of the Bishop Unified School District, to be consolidated with the presidential general election on November 5, 2024.

Also enclosed, pursuant to Elections Code sections 9400-9404, is the District's Tax Rate Statement.

The Resolution includes the following Exhibits:

Exhibit A - Full Text of Bond Measure;

Exhibit B - Abbreviated ballot statement (75-word statement); and

Exhibit C - Formal Notice of School Bond Election.

The Inyo County Registrar of Voters is hereby requested to (a) publish the Notice of Election, in the form substantially matching Exhibit C to the Resolution; (b) set deadlines for ballot arguments and rebuttals, and notify us of the same; (c) instruct County Counsel to begin their analysis; (d) print the full text of the bond measure as exhibited by Exhibit A to the Resolution in the sample Ballot and Voter Pamphlet to be sent to voters of the District; and (e) take any other actions as required to comply with the intent of the Resolution, the requirements of the Inyo County Registrar of Voters and other County officials, and the requirements of law.

Please let me know if you have any questions.

Sincerely,

Katie Kolker,

Superintendent

Bishop Unified School District

Enclosure: Resolution No. 24-25-02; Tax Rate Statement

FILED

BEFORE THE BOARD OF TRUSTEES OF THE BISHOP UNIFIED SCHOOL DISTRICT

JUL 15 2024
INYO CO. CLERK
DANIELLE SEXTON, CLERK

RESOLUTION NO. 24-25-02

RESOLUTION ORDERING AN ELECTION TO AUTHORIZE THE
ISSUANCE OF SCHOOL BONDS OF
SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2024-1
OF THE BISHOP UNIFIED SCHOOL DISTRICT, ESTABLISHING SPECIFICATIONS
OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION
WITH ANY OTHER ELECTIONS OCCURRING ON NOVEMBER 5, 2024

WHEREAS, Chapter 2, Part 10, Division 1, Title 1 (commencing with Section 15300) of the Education Code (the "SFID Law") provides for the formation of school facilities improvement districts consisting of a portion of the territory within a school district for the issuance of general obligation bonds by such school facilities improvement district for the benefit of the land within the school facilities improvement district, such bonds being deemed to be bonds of the school district that created the school facilities improvement district; and

WHEREAS, on July 8, 2024, the Board of Trustees (the "Board") of the Bishop Unified School District (the "District") adopted a resolution ordering the formation of a school facilities improvement district designated "School Facilities Improvement District No. 2024-1 of the Bishop Unified School District" ("SFID No. 2024-1"); and

WHEREAS, in the judgment of the Board, it is advisable to call an election to submit to the electors of SFID No. 2024-1 the question of whether the bonds of the District shall be issued and sold for the purpose of raising money for the improvement, upgrade, renovation, and construction of school facilities serving SFID No. 2024-1; and

WHEREAS, the District is dedicated to providing, in partnership with the community, high-quality, comprehensive educational experiences that support each student's academic and social development and prepare each student to be responsible, college and career-ready citizens; and

WHEREAS, high-quality, clean, and safe learning environments, and fiscal prudence, are integral features of the District's facilities planning and project prioritizing efforts; and

WHEREAS, notwithstanding the District's prudent management of existing ordinary resources, substantial and necessary upgrades and improvements to facilities are needed, and for which the District does not have a funding source; and

WHEREAS, in addition to basic repairs of old elementary school facilities and infrastructure, including fixing deteriorating roofs, plumbing, and electrical systems, there is also a clear need to modernize outdated existing elementary school classrooms, restrooms, and

school facilities; provide state-of-the-art classrooms and modern technology; and enhance campus safety and security; and

WHEREAS, because the State has not been adequately funding school facilities improvements, passing a bond measure provides a guaranteed source of local funding to maintain and improve elementary school facilities serving SFID No₄ 2024-1; and

WHEREAS, funding from this bond measure will benefit the local elementary schools serving SFID No. 2024-1 and no funds can be taken away by the State or other school districts, and by law, no money can be used for teacher or administrator salaries or pensions; and

WHEREAS, without a local school bond, the District will lose the opportunity to receive state matching funds which will then be awarded to other school districts; and

WHEREAS, as a result of the approval of Proposition 39 on November 7, 2000, Article XIIIA, Section 1, paragraph (b) of the California Constitution ("Article XIIIA") provides an exception to the limit on *ad valorem* property taxes on real property for bonded indebtedness incurred by a school district that has been approved by fifty-five percent (55%) of the voters of the District voting on the proposition; and

WHEREAS, pursuant to subdivision (c) of California Education Code section 15100, the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the County Assessor; and

WHEREAS, pursuant to the SFID Law, and California Education Code section 15264 et seq. (the "Act"), this Board is specifically authorized, upon approval by two-thirds (2/3) of the Board, to submit to the electorate of SFID No. 2024-1 the question of whether bonds of SFID No. 2024-1 shall be issued and sold for specified purposes, to be approved upon a fifty-five percent (55%) vote of the electorate of SFID No. 2024-1 in favor on the question, pursuant to paragraph (3) of said subdivision (b) of Section 1 of Article XIIIA and subdivision (b) of Section 18 of Article XVI of the California Constitution; and

WHEREAS, pursuant to California Elections Code section 10403 et seq., it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, and to request the election officials of Inyo County (the "County") to perform certain election services for the District.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE BISHOP UNIFIED SCHOOL DISTRICT HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

1. <u>Call for Election.</u> The Board hereby orders an election and submits to the electors of SFID No. 2024-1 the question of whether general obligation bonds of SFID No. 2024-1 shall be issued and sold in the principal amount not to exceed \$14,200,000 for the purpose of raising money for the improvement, upgrade, renovation, expansion, and

replacement of the schools, facilities, and improvements of SFID No. 2024-1, and paying costs incident thereto, as set forth more fully in a ballot proposition approved pursuant to Section 3 below. This Resolution constitutes the order of the District to call such election.

- 2. **Election Date.** The date of the election shall be November 5, 2024, and the election shall be held solely within the boundaries of SFID No. 2024-1.
- 3. Purpose of Election; Ballot Proposition. The purpose of the election shall be for the voters of SFID No. 2024-1 to vote on a proposition, a full copy of which is attached hereto as Exhibit A, containing the question of whether the District shall issue the Bonds for the purposes stated therein, together with the accountability requirements of Article XIIIA and the requirements of section 15272 of the Act. As required by California Elections Code section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as Exhibit B. The District's Superintendent (or designee) is hereby authorized and directed to make any changes to the text of the proposition or its abbreviated form as required to comply with the intent of this Resolution, the requirements of elections officials, and requirements of law.
- 4. <u>Authority for Election</u>. The authority for ordering the election is contained in California Education Code section 15264 et seq. and Article XIIIA, Section 1, paragraph (b), subsection (3) of the California Constitution. The authority for the specification of this election order is contained in California Education Code section 5322.
- 5. <u>School Facilities Projects.</u> A list of the specific school facilities projects and uses to be funded from the proceeds of the bonds is set forth in *Exhibit A*. As required by Article XIIIA, the Board hereby certifies that it has evaluated safety, class-size reduction, and information technology needs of the District in developing the list of school facilities projects and uses set forth in *Exhibit A*.
- 6. <u>Covenants of the Board upon Approval of the Bonds by the Electorate.</u> As required by Article XIIIA and section 15272 of the Act, if fifty-five percent (55%) of the voters of SFID No. 2024-1 voting on the measure approve of the bonds, the Board shall:
 - (a) Use the bond proceeds only for the purposes authorized under Article XIIIA, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, and the acquisition or lease of real property for school facilities, as specifically set forth in *Exhibit A*, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses;
 - (b) Conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects and uses listed in *Exhibit A*;
 - (c) Conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for school facilities projects and uses listed in *Exhibit A*; and

- (d) Establish and appoint members to an independent citizens' oversight committee in accordance with sections 15278, 15280, and 15282 of the Act.
- 7. **Delivery of this Resolution.** The Clerk of this Board is hereby authorized and directed to send or hand-deliver a copy of this Resolution to the County Superintendent of Schools and the County Registrar of Voters by no later than July 19, 2024.
- 8. <u>Declaration of Official Intent.</u> The District hereby declares its official intent, subject to the further approval of this Board, to use up to the maximum amount permitted by law of the proceeds of the proposed bonds to reimburse itself for payments it has made for any eligible costs of the projects and uses listed in *Exhibit A*. It is intended that this Resolution shall, among other things, constitute a declaration of "official intent" within the meaning of Section 1.150-2 of the Treasury Regulations promulgated under Section 150 of the Internal Revenue Code of 1986, as amended.
- 9. <u>Ballot Arguments; Tax Rate Statement.</u> Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to prepare and submit any Tax Rate Statement or other document and to perform all acts necessary to place the bond measure on the ballot.
- and the County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024, within the SFID. Pursuant to section 5303 of the Education Code and section 10002 of the Elections Code, the County Board of Supervisors is requested to permit the County Registrar of Voters, and other appropriate officials of the County, to render all services necessary in connection with the bond election including, but not limited to, publication of a Formal Notice of School Bond Election pursuant to Education Code section 5363 and related law (the proposed form of which is attached hereto as *Exhibit C*), the mailing of the sample ballot and tax rate statement (described in section 9401 of the Elections Code), the opportunity to submit ballot arguments in connection with the bond election, the canvassing and certification of the returns of the election, and other ballot requirements pursuant to Elections Code section 15123, for which services the District agrees to reimburse the County as required by law.
- 11. <u>Severability</u>. If any section, subsection, phrase or clause of this Resolution, or its application to any person or circumstance, is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution, or their application to any other person or circumstance. The Board declares that it would have adopted this Resolution and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, sentences, phrases or clauses, or their application to any person or circumstance, shall be declared invalid.

12. Effection.	ve Date. This Resolu	ition sh	all take effect immediately upon its		
	*****	***	*****		
PASSED AND ADOPTED on July 8, 2024, by the following vote:					
AYES:	5				
NOES:	Ø				
ABSTENTIONS:	D				
ABSENT:	Ø				
		Ву: _	Vice President, Board of Trustees of the Bishop Unified School District		
ATTEST:					
Clerk, Board of Trus Bishop Unified Scho					

EXHIBIT A

FULL TEXT OF BOND MEASURE for SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2024-1 OF THE BISHOP UNIFIED SCHOOL DISTRICT

Bishop Elementary School Repair Bond

With funds that cannot be taken by the State and spent elsewhere, shall Bishop Unified School District's measure to replace leaky roofs; repair/replace inefficient heating and air-conditioning systems; renovate classrooms, restrooms and school facilities; and improve student safety be adopted, authorizing \$14.2 million with legal rates, audits, average levies below \$18 per \$100,000 of assessed valuation (raising \$873,900 annually) while outstanding, independent oversight, no funds for administrator salaries and full disclosure of all spending?"

INTRODUCTION

The Bishop Unified School District was established in 2010 when the former Bishop Joint Union High School District and Bishop Elementary School District were consolidated and merged to form one unified school district.

The Board of Trustees of the District formed School Facilities Improvement District No. 2024-1 of the Bishop Unified School District, which encompasses the territory of the former Bishop Elementary School District. SFID No. 2024-1 was formed for the purpose of issuing bonds to raise funding for elementary school improvement projects.

The District operates one elementary school, the Bishop Elementary School, which serves the area represented by SFID No. 2024-1. The District has an ongoing need for elementary facilities and improvements serving SFID No. 2024-1, including basic repairs of the old school facilities and infrastructure including fixing deteriorating roofs, plumbing, and electrical systems; modernization of outdated existing elementary school classrooms, restrooms, and school facilities; and enhancement of campus safety and security. Addressing these needed facilities issues requires that the District ask the voters of SFID No. 2024-1 to approve a General Obligation Bond.

The State of California requires a local match, funded primarily through local, general obligation bonds, for school districts wishing to pursue matching state funds for the upgrade or replacement of school buildings and facilities. The millions of dollars potentially available through the State match allows local taxpayers to benefit from the tax dollars they already pay to Sacramento.

It is imperative that our students are housed in educational environments consistent with the District's priority to provide school facilities that are safe, attractive, and appropriate for learning. The District needs to act locally to provide a school environment to ensure our

students have the educational opportunities they deserve, and a school environment the community can take pride in.

As required by the California Constitution, the proceeds from the sale of the bonds will be used only for the purposes authorized under Article XIIIA of the California Constitution, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, as specifically set forth in this Measure, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses.

The following list describes the specific projects the District proposes to finance with proceeds of the bonds. The scope of specific projects, the order of construction, and their completion is contingent on final project costs and the availability of needed funds. Further, projects on the project list are of the type that issuing the authorized general obligation bonds as stated will not cause the State to reduce any financial hardship contribution that would otherwise be available to the District had these bonds not been authorized, issued, and or expended for their stated purpose.

The Board of Trustees hereby certifies that it has evaluated the safety, class-size reduction, and information technology needs of the District in developing this list of school facilities projects.

SCHOOL FACILITIES PROJECTS TO BE FUNDED FROM BOND PROCEEDS

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities of the Bishop Unified School District, for the benefit of land within SFID No. 2024-1. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIIIA, Section 1(b)(3). This Measure authorizes bond projects to be undertaken at all current and future District elementary school sites.

School Facility Project List. The items presented on the following list are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this Measure. The types of projects authorized are:

- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer
 and gas lines, waterlines, storm drains, valves and pumps, heating, cooling, ventilation
 systems and electrical systems.
- Renovate and modernize classrooms and school facilities including flooring, windows, window coverings, doors, walls, ceilings, lighting, interior and exterior finishes, and paint.
- Update schools to improve student safety and security including installing additional fencing and gates, pedestrian access, walkways, lighting, reconfiguring entrances and

drop-off/pickup locations, improve parking and traffic flow, point of entry access, upgrading door locks and security systems.

- Provide adequate furniture and equipment for all classrooms and labs.
- Modernize, upgrade, renovate existing classrooms and labs and construct new classrooms and school facilities.
- Renovate and repair student and staff restrooms and drinking fountains.
- Repair or replace deteriorating asphalt, concrete, sidewalks, parking lots, driveways and walkways.
- Renovate, repair, replace, construct and/or install playfields, playgrounds, play surfaces, outdoor courts and all related improvements and equipment.
- Renovate, retrofit, expand and modernize multipurpose room, workrooms, breakrooms, and other spaces for teacher collaboration and District support services.
- Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction.
- Acquire, install and/or upgrade campus safety and security/intrusion alarm systems, including intercom and emergency communications systems, lighting systems, bell systems, fire and life safety systems.
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms.

Incidental Expenses. Each of the bond projects described in this project list include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated District activities caused by construction projects. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alternations to Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond Measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, this Measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board of Trustees determines that replacement and new construction is more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the project list, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities, and such projects may include participation in the State Facility Program's Joint-Use Program to gain matching funds for teacher education, multipurpose rooms, gymnasiums, libraries, childcare, and other qualifying joint-use facilities. With respect to such joint-use projects, the bond funds authorized by this Measure may be used to pay all of the local share needed to qualify the projects for special State matching funds under the State Facility Program's Joint-Use Program requirements.

Bond Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond Measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the Measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list

above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Trustees. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond Measure and the words used in the project list shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIIIA, Section 1(b)(3) of the California Constitution, Education Code Section 15000 et seq. and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the project list such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the project list does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District Board hereby declares, and the voters by approving this Measure concur, that every section and part of this bond proposition has independent value, and the District Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this Measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond Measure are severable.

ACCOUNTABILITY MEASURES

If the bonds are approved, the Board of Trustees will implement the following accountability measures in accordance with State law:

- (a) Use the bond proceeds only for the purposes authorized under Article XIIIA of the California Constitution, including construction, reconstruction, rehabilitation, or replacement of school facilities, furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and related uses, as specifically set forth in this Measure, and costs incident thereto, and not for any other purpose, including salaries and other routine school operating expenses;
- (b) Conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the projects and uses listed in this Measure;
- (c) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for school facilities projects and uses listed in this Measure; and

(d) Establish and appoint members to an independent citizens' oversight committee to ensure the bonds are used only for the projects and uses listed in this Measure.

The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code section 53410.

STATE MATCHING FUNDS

California Education Code section 15122.5 requires the following statement to be included in this sample ballot:

"Approval of this bond measure does not guarantee that the proposed projects in the Bishop Unified School District that are the subject of bonds under this measure will be funded beyond the local revenues generated by this bond measure. The District's proposal for certain of the projects assumes the receipt of matching state funds, which are subject to appropriation by the Legislature or approval of a statewide bond measure."

ANNUAL TAX AMOUNT, RATE, AND DURATION

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds ("CABs," which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

4867-2378-9765

EXHIBIT B

BOND MEASURE for BISHOP UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES IMPROVEMENT DISTRICT N ϕ . 2024-1

(Abbreviated Form)*

"Bishop Elementary School Repair Bond. With	
funds that cannot be taken by the State and spent	
elsewhere, shall Bishop Unified School District's	BONDS – YES
measure to replace leaky roofs; repair/replace	
inefficient heating and air-conditioning systems;	
renovate classrooms, restrooms and school facilities;	
and improve student safety be adopted, authorizing	
\$14.2 million with legal rates, audits, average levies	BONDS – NO
below \$18 per \$100,000 of assessed valuation (raising	
\$873,900 annually) while outstanding, independent	
oversight, no funds for administrator salaries and full	
disclosure of all spending?"	

^{*} Limited to 75 words pursuant to California Elections Code section 13247.

EXHIBIT C

FORMAL NOTICE OF SCHOOL BOND ELECTION

NOTICE IS HEREBY GIVEN to the qualified electors of the School Facilities Improvement District No. 2024-1 ("SFID No. 2024-1") of the Bishop Unified School District of Inyo County, California, that in accordance with the provisions of the Education Code of the State of California, an election will be held on November 5, 2024, within SFID No. 2024-1, at which election the following measure shall be submitted to the qualified electors of the SFID No. 2024-1 and voted upon:

"Bishop Elementary School Repair Bond. With funds that cannot be taken by the State and spent elsewhere, shall Bishop Unified School District's measure to replace leaky roofs; repair/replace inefficient heating and air-conditioning systems; renovate classrooms, restrooms and school facilities; and improve student safety be adopted, authorizing \$14.2 million with legal rates, audits, average levies below \$18 per \$100,000 of assessed valuation (raising \$873,900 annually) while outstanding, independent oversight, no funds for administrator salaries and full disclosure of all spending?

Bonds - Yes

Bonds-No"

The bonds shall bear interest at an annual rate not exceeding the statutory maximum. The maturity of the bonds shall not exceed the maximum term allowed by law at the time of issuance (currently 25 years if issued under Education Code section 15140, or 40 years if issued under Government Code section 53508, so long as the bonds are not capital appreciation bonds ("CABs," which CABs are limited to 25 years)). Accordingly, as further set forth in the tax rate statement, the *ad valorem* tax will be levied at such rates and for so long as may be required to meet the debt service needs of the bonds proposed to be issued, including such bonds that may be issued to refund any approved bonds.

All of the purposes enumerated in the foregoing measure shall be united and voted upon as one single measure, with precincts, places of holding the elections and officers appointed to conduct the elections to be the same as those provided for the statewide election to be held on
November 5, 2024, under the Notice of Election published
This election has been called pursuant to a Resolution of the Board of Trustees of the Bishop Unified School District, adopted on July 8, 2024. The Elections Official of the County of Inyo hereby gives formal notice of the election in accordance with the provisions of Education Code section 15120.
IN WITNESS WHEREOF, I have hereunto set my hand this day of, 2024.
Registrar of Voters

Inyo County, California

TAX RATE STATEMENT REGARDING PROPOSED

BISHOP UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2024-1 GENERAL OBLIGATION BONDS

An election will be held in the School Facilities Improvement District No. 2024-1 (the "Improvement District") of the Bishop Unified School District (the "District") on November 5, 2024, to authorize the sale of up to \$14.2 million in bonds of the Improvement District to finance school facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the Improvement District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the Improvement District, and other demonstrable factors.

Based upon the foregoing and projections of the Improvement District's assessed valuation, the following information is provided:

- 1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$17.32 per \$100,000 of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2049-50.
- 2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$17.32 per \$100,000 of assessed valuation. It is estimated that such rate would be levied in fiscal year 2025-26 through 2049-50.
- 3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$21.8 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the Improvement District as determined by the County Assessor in the annual assessment and the equalization process.

Bv:

Katie Kolker Superintendent Bishop Unified School District



INYO COUNTY BOARD OF SUPERVISORS

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



NATE GREENBERG

DARCY ELLIS
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

August 6, 2024

Reference ID: 2024-489

Inyo County Telework Policy County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

Nate Greenberg, County Administrative Officer, Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve the Inyo County Telework Policy.

BACKGROUND / SUMMARY / JUSTIFICATION:

This policy aims to provide a structured framework for regular and recurring telework arrangements for select Inyo County employees. The structure, requirements, expectations, and overall logic associated within this proposed policy are based on a significant collaborative effort involving representatives from the Inyo County Employees Association (ICEA), Non-Represented and Management employees, as well as critical input from Department Heads and the Board of Supervisors.

It is recognized that within a workforce such as Inyo County, there are a diverse set of positions - some of which are ineligible for telework, while others may be. Beyond this reality, it is also understood that there are concerns around the potential service delivery impacts based on the implementation of regular and recurring telework arrangements. Given both of these issues, interested parties have worked hard to understand, describe, and develop a thoughtful set of policies which aim to ensure there is no adverse impact to County services. In doing so, staff have also endeavored to create a policy which effectively supports the operational needs and efficiencies of departments while simultaneously creating an environment which supports recruitment and retention efforts - where appropriate.

Key aspects of the policy include:

- Alignment with modern workplace practices, based on a broad survey and understanding of similar implementations in other California counties, which promote flexibility and employee satisfaction without compromising the County's operational needs.
- Authorization and scope of telework, outlining eligibility, responsibilities, and procedural guidelines based on direct input and feedback from County Department Heads.
- Delegation of policy administration to Department Heads with oversight by the County Administrative Office Personnel Department.
- A commitment to review and adjust the policy annually to ensure it remains relevant and effective in meeting the evolving needs of the County and its employees. The annual review allows for adjustments based on practical experience and feedback.

Formalizing a telework policy supports both employee flexibility and the County's mission to deliver High-

Quality Public Services while also supporting High Quality Government Employees and Government Services.

FISCAL IMPACT:

There is no anticipated fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this policy, or direct staff to make additional changes therein. Neither are recommended, as considerable effort has been made to integrate feedback from all stakeholders in this version, and rejecting this policy would delay the implementation of a beneficial work arrangement that supports both employees and departmental goals.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

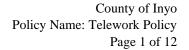
None.

ATTACHMENTS:

County of Inyo Telework Policy - Final Draft 7.26.2024

APPROVALS:

Nate Greenberg Created/Initiated - 7/29/2024
Darcy Ellis Approved - 7/29/2024
Keri Oney Approved - 7/29/2024
John Vallejo Approved - 7/30/2024
Amy Shepherd Approved - 7/30/2024
Nate Greenberg Final Approval - 7/30/2024





COUNTY OF INYO

TELEWORK POLICY

I. PURPOSE

The purpose of this policy, along with its procedures and guidelines, is to authorize and outline the scope of Telework, allowing employees to work from designated sites outside of the County office(s) for all or part of their workweek.

II. AUTHORITY

The County Board of Supervisors establishes this policy, and may discontinue and/or modify this policy, in its sole discretion, as an exercise of its management rights subject only to effects bargaining and shall review the policy annually.

III. IMPLEMENTATION

The County Board of Supervisors delegates administration of the Policy to each department head or designee, with general oversight by the County Administrative Office/Personnel Department. The County Board of Supervisors further delegates authority to the Personnel Department to draft a Telework Agreement, and any other forms or agreements applicable to this Policy.

IV. INTENDED BENEFITS

The County of Inyo strives to be an employer-of-choice where employees have high levels of job satisfaction. Equally important for the County is the primary mission of serving the public. These values and objectives are not mutually exclusive, and the County authorizes this policy as an alternative work option with the expectation that telework will not diminish the level of services and programs that County departments provide, and the County's work culture will continue to foster employee collaboration, camaraderie, and innovation and that some level of in-person presence at the workplace supports these objectives. Telework is not intended to replace in-person services or

decrease accessibility to services and programs and does not replace the need for employees to report on-site for disaster worker assignments or for operational needs.

An appropriately crafted and implemented telework policy can benefit employees, departments, and the community. The primary intended benefit of this policy is to enhance Inyo County's recruitment and retention of highly qualified and productive employees.

V. DEFINITIONS

Teleworking Site: Any approved worksite not County-owned or -operated where County employees perform the duties of their position by teleworking. In most cases, an employee's teleworking site will be their home.

Telework: A work arrangement where an employee performs the duties and responsibilities of their position from an alternative workplace environment. Telework involves the use of County or Department provided communication/collaboration technology that enables the employee to avoid traveling to a regularly assigned County workplace to conduct business when no in-person interaction is required.

Regular Worksite: Any Inyo County-owned or -operated building or site where County employees normally report to work to perform the duties of their positions (unless a contractual agreement supersedes this definition).

Teleworker: An employee who meets the eligibility requirements and has appropriate approval and resources to work effectively as a teleworker. Teleworking is not to be confused with alternative work schedules or flexible schedules. Although some teleworkers will have alternative work schedules or flexible schedules, not all who have such schedules will be teleworkers.

Telework Workspace: The designated area within the teleworking site where authorized work is performed for the County.

Telework Agreement: A written agreement between an employee and the County which stipulates the terms and conditions of the telework agreement, including the regular days, hours, and teleworking site.

Regularly Scheduled Telework: Regularly scheduled telework is the focus of this policy. Regularly scheduled telework refers to an ongoing, long-term arrangement where an employee is authorized to perform their job duties from an alternative workplace environment, such as their home or another approved site, on a regular basis. This arrangement is intended to be ongoing, subject to periodic review and approval, and is established to provide flexibility while maintaining the operational needs of the organization.

Temporary Telework: Refers to a short-term arrangement where an employee is authorized to work remotely from a designated site outside the County office(s) for a

limited, specified period. This arrangement is typically used to accommodate temporary circumstances such as emergencies, special projects, short-term personal needs, or other situations where it is beneficial for the employee and the organization. A temporary telework authorization may be extended to an employee who has a regularly scheduled teleworking agreement. This policy is not specifically aimed at temporary telework arrangements.

VI. POLICY

Telework is a management tool that provides an alternative workplace location intended to promote general work efficiencies, cost effectiveness, greater environmental responsibility, and support recruitment and retention while maintaining or enhancing service levels.

Telework is a privilege, not an entitlement or a right. A telework agreement may be suspended and/or canceled at the will of the County without any cause required related to the employee's performance. Any such suspension or cancellation shall not be considered a disciplinary action. Should a Telework Agreement be suspended or canceled the employee shall be given reasonable notice of such change. For purposes of this policy, five (5) business days is considered to be a reasonable amount of notice for a suspension or a cancellation of the telework agreement.

Employees who wish to revoke their own Telework Agreement will be accommodated as soon as operationally feasible for the department.

Regardless of an approved Telework Agreement, employees may be required to report to work on short notice during a scheduled telework day to maintain services or operational coverage as needed and as determined by the supervisor/manager. Such action is not considered to be a suspension or a revocation of the telework agreement requiring five business days notice. Other discrete non-emergent situations in which an employee may need to temporarily report to work should include as much prior notice as feasible to allow the employee to prepare for the change, and such details shall be set forth in a Telework Agreement.

All County employees who telework must have an approved Telework Agreement consistent with this policy. A County department may have additional telework requirements, guidelines, or procedures, provided they are consistent with the intent of this policy. Such additions must be reviewed and approved by the Personnel Director or designee prior to going into effect.

Teleworking is not a substitute for child or elder care. The employee must make appropriate arrangements for dependent care in a manner that allows job responsibilities to be successfully met. In the event that dependent care is not available, the teleworker shall request and utilize appropriate accrued leave.

An employee's compensation, benefits, work status, and work responsibilities will not change due to a Teleworking Agreement. Teleworking employees must comply with all County rules, policies, and procedures, including those set forth herein.

A. The distinction between regularly scheduled and temporary telework lies primarily in the duration and purpose of the arrangement. Regularly scheduled telework is a long-term solution where employees consistently perform their duties from an approved teleworking site, providing ongoing flexibility while ensuring organizational needs are met. In contrast, temporary telework is a short-term solution designed to address specific situations such as emergencies, special projects, or personal needs, offering flexibility without the need for a formal, long-term commitment. This differentiation allows the County to tailor telework arrangements to best fit their operational requirements and employee needs.

B. Eligibility

Eligibility for a Teleworking Agreement is based on the position, employee, and telework environment. Not every department, position, or employee, is well-suited for telework.

All telework requests will be reviewed on a case-by-case basis by the immediate supervisor or manager who shall make a recommendation to their respective Department Head based on meeting eligibility criteria and the operational needs of the department. Final approval of such Telework Agreements, as recommended or revised, shall be made by the County Administrative Officer or designee.

Each department must establish internal protocols related to implementation of a Telework Agreement. Such protocols should establish the appropriate use of telework without diminishing employee performance or service delivery and information security.

i. Position Eligibility

The County will maintain a list(s) of positions, by department, that are eligible for a Telework Agreement. Criteria to be considered when assessing the appropriateness of a telework arrangement for a position include, but are not limited to, the following:

- Work performed by the teleworking position would not require other employees to cover the teleworking position's on-site responsibilities.
- The position's telework is not impacting the overall service delivery of the department and does not negatively impact customer satisfaction.
- Responsibilities and essential duties of the job classification and particular assignment can be fulfilled remotely.

- The position's immediate presence is not essential to the management of on-site workflow during approved teleworking hours.
- No need for specialized material and equipment to perform essential work duties.
- Work can be performed independently with minimal direction or supervision.
- Work objectives and outcomes can be achieved with minimal need for face-to-face interaction with customers, co-workers, immediate supervisor or manager or Department Head or designee.
- Work that is evaluated in terms of specific and measurable outcomes.

ii. Employee Eligibility

Employees may be eligible for telework when the following criteria has been met as determined by their supervisor or manager and the Department Head or designee:

- The employee must have completed their initial or promotional probationary period and be in good standing (if a Department Head wishes to waive this requirement, approval is required from the Personnel Director or designee).
- The employee's most recent performance evaluation must have a rating of Meets Standards or higher in every individual rating criteria.
- The employee's conduct must not have resulted in disciplinary action within the last 12-month period (if a Department Head wished to waive this requirement, approval is required from the Personnel Director or designee).
- The employee has the necessary knowledge to perform the required job tasks away from the office.
- The employee demonstrates that they are reliable, responsible, self-directed, and able to work independently in performing their work duties and has a consistent high rate of productivity.
- The employee demonstrates the ability to establish priorities and manage their time effectively and has a history of accurately reporting their time.
- The employee can effectively complete work with minimal supervision/direction and demonstrates effective communication with supervisors, coworkers, and clients.
- The employee has agreed to create a functional and ergonomically safe teleworking site with reliable and secure internet access.

• The employee's teleworking site is in California, and the employee is able to report to work if needed for necessary operational coverage within a reasonable amount of time.

C. Training

All teleworkers are required to successfully complete an assigned teleworker ergonomics course at least annually. This course may be assigned by the Department or Risk Management through the County's Online Learning Management System. Supervisors and managers in consultation with Personnel and/or Risk Management, may require teleworkers to retake the teleworker ergonomics course or add additional coursework.

D. Teleworking Site/Telework Workspace

All employees conducting work for the County at a teleworking site shall comply with all County ordinances, rules, policies, and procedures. Additional requirements may be imposed for teleworkers as deemed appropriate by the Department Head or designee and approved by the Personnel Director or designee.

- Teleworker must designate a teleworking site for performing official business and be within the boundaries of California.
- Teleworker must provide a telework workspace that is maintained in a safe condition, free from hazards and an environment that allows them to perform their duties safely and efficiently and take into consideration ergonomics, noise, and interruption factors.
- Those authorized to telework shall perform work for the County at the approved teleworking site.
- Teleworkers shall be available via Teams, text, and/or voice communication channels as traditionally used within the department for coordinating work and maintaining connectivity between team members.
- Teleworkers shall forward their designated regular worksite phone to their teleworking site/telework workspace.
- Teleworkers shall be required to turn on the computer camera during video conference meetings when the video camera is supplied by their department and participation is required. Teleworkers may blur or use an appropriate supplied background. At the discretion of the Department Head, this can be waived.
- Teleworker may be required to report to the regular worksite when directed by the department. If called to report, the employee will be provided a reasonable amount of time specified in the Telework Agreement to return to the worksite, unless another timeframe is agreed to by the supervisor/manager. Such change in schedule is neither subject to mileage reimbursement nor pay for time required to travel.

The County is not liable for damages to a teleworker's personal or real property while the teleworker is working at their teleworking site and is not obligated to assume responsibility for operating costs, utilities, appropriate internet connection, home maintenance, property, casualty, automobile, or homeowner's insurance, or other costs incurred by the teleworker in the use of their homes as teleworking site. The teleworker is solely responsible for all costs associated with the operations of their telework worksite.

Teleworkers are solely responsible for determining any tax implications related to their Telework Agreement.

E. Schedules and Hours

Most positions are not eligible for full-time telework. Typically, positions are designated to telework 2-3 days per week to ensure a balance between telework and maintaining high standards of public service.

Teleworker must record and report all their time accurately as prescribed by the applicable policy, practice, MOU provision, or law. Telework is not intended to be used in lieu of vacation, sick leave, Family and Medical Leave, Pregnancy Disability Leave, Worker's Compensation leave, or any other type of job-protected or county sponsored leave of absence program.

The total number of hours that employees are expected to work will not change due to a Telework Agreement, regardless of work location. All the rules applicable at the regular worksite are applicable while teleworking. That is:

- Teleworkers must perform designated work and be available by phone and email during scheduled work hours outlined in their approved Telework Agreement.
- Teleworkers must account for, and report time spent teleworking the same way they would at the regular worksite, and in addition, reports may be required detailing daily activity. All teleworkers must complete a daily timesheet accounting for all hours of their assigned schedule.
- Teleworkers may work overtime only when directed to do so and approved in advance by the supervisor/manager; however, departments are strongly discouraged from authorizing overtime.
- Teleworkers must request and obtain approval to use vacation, sick, or other leave in the same manner as departmental employees who do not telework.
- Teleworkers who become ill must report the hours actually worked and use sick leave for hours not worked.

- Deviations from the agreed upon schedule outlined in the Telework Agreement must be approved in advance by the teleworker's supervisor/manager.
- In the event that the County offices are closed due to a natural disaster or other cause that prevents employees from commuting to their regular County workplace, teleworkers shall continue to work from their telework location pursuant to their telework agreement.

F. Roles & Responsibilities

Below are the standard roles and responsibilities with respect to teleworking in Inyo County.

i. Department Heads (or designee)

- Examine department operations and identify areas where telework will be successful.
- Maintain a list of department positions eligible for a Telework Agreement.
- Ensure a balance between in-person and telework to avoid negatively impacting departmental operations and the operations of other county departments. If program requirements and operations allow, recommend approval of Telework Agreements which adhere to all applicable Federal, State, County and departmental policies and procedures and do not negatively impact operation and service standards.
- Approve or deny Telework Requests.
- Ensure that all teleworkers understand and adhere to all applicable County, State and Federal regulations and requirements including, but not limited to, Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), and Federal Tax Information (FTI).
- Determine security requirements to access department information remotely.
- Ensure supervisors/managers are advised of the Telework Policy and the use of all applicable forms.
- Ensure supervisors/managers are appropriately communicating with and supervising teleworkers.
- Ensure there are internal processes that maintain copies of all signed Telework Agreements and applicable forms; ensure effective dates are current; and ensure copies are provided to the Personnel Department on an annual basis.

ii. Supervisors/Managers

- Review department operations and identify job duties where telework could be successful to be able to make recommendations to the Department Head.
- Review Telework Requests and determine, on a case-by-case basis, if the proposed telework schedule will contribute to the County's objectives, while maintaining or improving safety standards as well as the efficiency, productivity, and effectiveness of business operations. Submit Telework Requests to the Department Head for recommended approval/denial.
- Work with approved teleworkers to establish the work duties to include in the Telework Agreement and ensure the teleworker understands their role and responsibilities and completes all applicable forms,
- Ensure Telework Agreement does not include tasks that allow or require Teleworker to take to Telework Site any cash, checks, gift cards, bus passes or cash equivalent.
- Ensure teleworkers' hours are recorded accurately on employee timesheet.
- Ensure regular communication and support for teleworkers, to maintain an engaged direct report/supervisory relationship.
- Review performance expectations with the teleworker, and complete performance evaluations.
- Periodically review the telework arrangement with the teleworker and affirm compliance and efficacy; and monitor teleworkers' ability to deliver on performance expectations, assignments, deadlines, as well as quality and quantity of work.
- On an annual basis (during annual performance evaluation) review the Telework Agreement with the employee, make changes if necessary and submit for approval.
- Monitor the impact of teleworker agreements on business operations and/or workload impact on other employees.
 Coordinate with the Information Services Department and other staff regarding approved system and equipment needs.

iii. Employees

- If desired, submit a Telework Request to supervisor/manager.
- When a Telework Request is approved, the teleworker must work with their supervisor/manager to:
 - 1. Establish and maintain an acceptable and safe telework workspace, including internet speed and service and complete a "Telework Health & Safety Self-Certification Checklist".

- 2. Comply with the telework agreement.
- 3. Perform work duties in accordance with applicable performance standards.
- 4. Adhere to all County and Departmental policies and procedures regarding information security, computer usage, and record retention, and any position-related legal and confidentiality requirements, etc., and ensure that confidential information is kept in a secure manner and is not accessible by others, including during transport.
- 5. Ensure that no cash, checks, gift cards, bus passes, or cash equivalents are taken to the Telework Site.
- 6. Maintain the same communication standards applicable within the office environment (i.e., answering phone calls, checking voicemails, emails, etc. on a regular basis).
- 7. Notify their supervisor as soon as possible if the employee experiences constraints that impact their ability to telework such as power/technology failure, dependent care needs, and make other personal/work arrangements to continue working or use appropriate leave options.
- 8. Maintain work performance standards including maintaining professionalism during communications and meetings and keeping interruptions to a minimum.
- 9. Report any teleworking site/security incidents immediately to their supervisor and cooperate with any initiated investigations.
- 10. Follow County policy for reporting work-related injuries. The policy includes immediately notifying the supervisor and immediately calling the Work-Related Injury/Illness Reporting Hotline at 877.215.7285.
- 11. Immediately report to their supervisor any improper functioning, damaged, lost, or stolen County or Department-issued equipment assigned to the teleworker.
- 12. Continue to abide by practices, policies, and procedures for requests for sick, vacation, and other leaves of absence.
- 13. Record and report all time worked accurately.
- 14. When stepping away from one's computer, even briefly, prevent unauthorized access by locking one's screen (e.g., by using the Windows+L key combination).

G. Procedures/Application Process

- 1. Employees interested in entering a Telework Agreement must submit the following, to their supervisor/manager:
 - Completed Telework Request Form

- Completed Telework Health & Safety Self-Certification Checklist
- Submit 2 photos of telework workspace
- a. If the telework request is approved, a Telework Agreement must be completed and shall be forwarded to the Personnel Department, where it will be placed in the employee's official personnel file.
- b. If the telework request is denied, the applicable section on the Telework Request Form must be completed by the Department Head. The Department Head shall provide a copy of the denied Telework Request Form to the employee and the original forwarded to the Personnel Department, where it will be placed in the employee's official personnel file.
- 2. The performance of the employee and the respective Telework Agreement shall be reviewed at least during the regularly scheduled annual performance evaluation and considered for renewal, modification, or revocation.
- 3. Assuming a Telework Agreement remains in place, the employee and their supervisor/manager must review and sign the Telework Agreement as part of the annual performance evaluation and forward it to the Personnel Department, where it will be placed in the employee's official personnel file.

H. Denial of Request and Subsequent Requests

The County's Telework Policy is not subject to the grievance procedure in the Personnel Rules and Regulations or in any Memorandum of Understanding, or to any other County review or appeal procedure.

An employee who has been denied a telework request for reasons other than position ineligibility may submit a subsequent request no sooner than 12 months from the most recent date of denial. For telework requests that have been denied due to the Department Head determining the position is not eligible for telework, subsequent telework requests will not be considered unless the Department Head since formally determined that the position is eligible.

I. Equipment and Supplies

- The teleworker is responsible for any County or Department-issued equipment and teleworker shall ensure such equipment is properly used and safely secured at a telework site. This includes being safely transported, maintained, and secured at the telework site.
- Teleworkers must receive supervisor/manager approval before taking County or Department-issued equipment or materials to a teleworking site.

- All County or Department-issued equipment or materials being taken to a teleworking site must be detailed in the Telework Agreement and the teleworker must protect County or Department-issued equipment and materials from unauthorized access, possible theft, loss, and damage.
- County or Department-issued equipment and office materials are intended for County business only and are not for the personal use of the teleworker and/or non-employees. County or Department-issued materials/equipment may only be used by the teleworker to whom the materials/equipment have been issued; any access by third parties or use for non-County related business is strictly prohibited and will result in the immediate revocation of telework authorization and may result in disciplinary action as outlined in the Personnel Rules and Regulations.
- Inyo County Information Services (IS) personnel will not troubleshoot or repair the operability of a home network or any non-County-owned network or equipment (including printing to personal printers), but IS will advise on minimum standards for optimal connectivity and performance.
- IS personnel will not travel to a teleworking site for County equipment related support. IS may require a teleworker to bring County owned equipment into the County office for support or maintenance.
- County owned computers shall be turned on, plugged into power, and connected to the internet so nightly maintenance can be performed remotely (the teleworker does not need to be logged in for nightly maintenance to occur).
- Teleworkers should be aware that there is no expectation of privacy with respect to documents, electronic communications, and equipment used in the performance of County business while teleworking.
- A teleworker does not obtain any rights to County or Department-issued equipment, software, or supplies provided in connection with teleworking. The teleworker must return all County or Department-issued equipment, software, and supplies at the conclusion of the teleworking agreement, at the request of the department, or upon separation from County employment.
- Teleworkers may only use personal computers and equipment in concert with County approved technology systems (such as Office 365 and other web-based applications or programs). Under no circumstances shall teleworkers store County documents on personal computing devices – all information must be stored on County devices on County-approved cloud storage platforms.
- Furnishing and household expenses (e.g., heating, electricity, internet, etc.), are the sole responsibility of the employee who has requested telework.

 Teleworkers must contact their supervisor and report if equipment, connectivity, or other supply problems prevent them from working while teleworking. The Department Head or designee may reevaluate the Telework Agreement upon receiving this report and immediately suspend or revoke the telework agreement.

J. Security (IT and Confidential Information)

- Employees have responsibility for the security of the data and other
 information they handle while teleworking. All teleworkers shall take all
 precautions necessary to secure and protect County information at the
 teleworking site and to prevent unauthorized access to any County
 software or information.
- Teleworkers must comply with Countywide and Departmental information security policies and maintain security of any relevant materials, including files, correspondence, and equipment. If County or Department-issued equipment is lost or stolen, the employee must report the incident to their supervisor immediately upon knowledge of said loss or theft.
- Teleworkers ust comply with requirements of the IRS-1075 Safeguards for protecting Federal Tax Returns and Return Information where it applies to their position.

K. Public Records Act

The California Public Records Act applies to all County employees, including teleworkers. Public records include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the County regardless of physical form or characteristic. Public information means the contents of a public record. Upon receipt of an appropriate request, and subject to authorized exemptions, a teleworker must permit inspection and examination of any public record or public information in the employee's custody, or any segregable portion of a public record, within required time limits.

L. Teleworker Workers' Compensation, Safety, Liability, and Site Inspections

All existing policies for Workers' Compensation and workplace safety shall apply to a Telework Agreement. Every employee shall be required to complete and submit a "Telework Health & Safety Self-Certification Checklist" and submit two photos of the telework workspace for consideration of the employee's request for a Telework Agreement.