



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



SPECIAL MEETING

AGENDA

Tecopa Community Center

400 Tecopa Hot Springs Rd., Tecopa, California

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING

**May 6, 2025
2:00 PM**

- 1) Pledge of Allegiance**
- 2) Public Comment**
Comments may be time-limited
- 3) County Department Reports**

CONSENT AGENDA

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

- 4) Approval of Minutes from the April 29, 2025 Board of Supervisors Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meeting of April 29, 2025.

5) **Amendment A02 to Contract No. 22-10253 between County of Inyo and the California Department of Public Health for Woman, Infants and Children (WIC)**

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action:

Approve Amendment A02 to Contract No. 22-10253 between the County of Inyo Department of Health and Human Services and the California Department of Public Health for Women, Infants, and Children (WIC), revising Exhibits A through D for the period of October 1, 2022 through September 30, 2025, increasing the contract by \$10,000.00 to an amount not to exceed \$1,352,437.00, and shifting funds in fiscal year 3 to accommodate anticipated expenses; and authorize the HHS Director to sign the amendment.

6) **Health Care Program for Children in Foster Care**

Health & Human Services | Anna Scott

Recommended Action:

Ratify and approve the Letter of Allocation from the California Department of Health Care Services Children's Medical Services Branch for the Health Care Program for Children in Foster Care, in the total amount of \$332,803, for the period of July 1, 2024 through June 30, 2025, and authorize the Chairperson to sign the Certification Statement.

7) **Property Agreement Sale with Amargosa Land Trust DBA Amargosa Conservancy - a Non-Profit Corporation**

Treasurer-Tax Collector | Christie Martindale

Recommended Action:

Approve agreement sale to Amargosa Land Trust DBA Amargosa Conservancy- a non-profit corporation of Assessment Number 0463601900 for a minimum of \$6,675.00, subject to the accrual of additional penalties, interest, and costs prior to the agreement becoming effective.

REGULAR AGENDA

8) **Workshop** -The Board will hear updates and reports from representatives of the following entities:

- Death Valley National Park
- Southern Inyo Fire Protection District/Inyo County Administration
- Amargosa Conservancy
- Friends of the Amargosa Basin

9) **Update on "Carrier of Last Resort" Telecommunications Legislation**

Board of Supervisors | Supervisor Jeff Griffiths
20 minutes

Recommended Action:

Receive an update from Supervisor Griffiths on Assembly Bill 470, pertaining to landline telephone services provided by "Carriers of Last Resort."

ADDITIONAL PUBLIC COMMENT & REPORTS

10) Public Comment

Comments may be time-limited

11) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 6, 2025

Reference ID:
2025-269

Approval of Minutes from the April 29, 2025 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of April 29, 2025.

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 financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 5/1/2025
Final Approval - 5/1/2025

ATTACHMENTS:

1. April 29, 2025 Draft Minutes

MINUTES



County of Inyo Board of Supervisors

April 29, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on April 29, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, 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 Israel.

***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 Marcellin recessed open session at 8:32 a.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 Government Code §54956.9(d)(1) – Name of case: *Lisa Kay Sanders v. City of Bishop, County of Inyo et. al.* (Case No. 25UC71944); 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, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:01 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 the Board met under Item No. 2 and voted unanimously to authorize counsel to defend the County against the lawsuit brought by Lisa Kay Sanders; and Item No. 3, with no action was taken that is required to be reported.

Introductions

The following new employees were introduced to the Board:

- Assessor: Isaiah Lopez, Appraiser
- County Counsel: Stacey Simon, retired annuitant
- HHS: Joshua Vega, Program Supervisor
- Sheriff: Jorge Fierro Vazquez, Sheriff Deputy-Trainee
- Water Department: James Mills, Research Assistant

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Mel Joseph, Wendy Schneider, and Trevor Warner.

***Clerk of the Board –
Approval of Minutes***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve the minutes from the regular Board of Supervisors meeting of April 15, 2025. Motion carried unanimously.

***Clerk of the Board –
Tecopa Cemetery
District Board
Appointment***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to appoint Ms. Ally Few to an unexpired four-year term on the Tecopa Cemetery District Board of Trustees, ending February 22, 2026. Motion carried unanimously.

CAO-Broadband – Onward Design Agreement	Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve the agreement between the County of Inyo and Inyo Networks, Inc., d.b.a. Onward of Rancho Cucamonga, CA, for the provision of last-mile network designs in an amount not to exceed \$93,500 for the period of April 29, 2025, through September 30, 2025, and authorize the Chairperson to sign. Motion carried unanimously.
Health & Human Services – EMCC Appointments	Moved by Supervisor Orrill and seconded by Supervisor Roeser to appoint or reappoint the following individuals to two-year terms on the Inyo County Emergency Medical Care Committee (EMCC) ending December 31, 2026: Billy Eichenbaum to represent Southern Inyo Fire Protection District; Jacinda Thomsen to represent Northern Inyo Healthcare District; and Chief Carl Bursell to represent Lone Pine Volunteer Fire Department. Motion carried unanimously.
Health & Human Services – Mono County ESAAA Contract	Moved by Supervisor Orrill and seconded by Supervisor Roeser to ratify and approve the contract with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the total, not-to-exceed amount of \$1,000,000 for the period of July 1, 2024 through June 30, 2025, and negotiable for a maximum of two additional one-year periods, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.
Health & Human Services-ESAAA – FY 2025-2026 Area Plan Update	Moved by Supervisor Orrill and seconded by Supervisor Roeser to: <ul style="list-style-type: none"> A) Approve the Eastern Sierra Area Agency on Aging (ESAAA) 2025-2026 Area Plan Update; B) Set minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for Access category-Transportation, 10% for Legal Services, and 5% for In-home Services; and C) Authorize the Chairperson and HHS Director to sign the required Transmittal Letter. Motion carried unanimously.
Planning Department- Yucca Mountain Oversight – Roux Associates, Inc. (Andy Zdon) Contract Amendment No. 4	Moved by Supervisor Orrill and seconded by Supervisor Roeser to: <ul style="list-style-type: none"> A) Approve Amendment No. 4 to the contract between the County of Inyo and Roux Associates Inc. (Andy Zdon) to amend: <ul style="list-style-type: none"> • Section 2 – Term, to July 1, 2021 through June 30, 2026; • Term to July 1, 2021 - June 30, 2026 on Attachments A-E as applicable; • Section 3 - CONSIDERATION at Subsection D - Limit payable under Agreement. Shall not exceed \$95,000; • The "not to exceed" amount to be \$95,000 on Attachments A-E as applicable; and • Attachment D – Insurance Requirements; and B) Authorize the Chairperson to sign. Motion carried unanimously.
Public Works-Airports – Lone Pine Taxiway A Resurfacing Project N.O.C. & Reso. No. 2025-13	Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve Resolution No. 2025-13, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Airport Taxiway A Resurfacing Project," and authorize the Chairperson to sign. Motion carried unanimously.
Public Works-Airports – SIAAC Appointment	Moved by Supervisor Orrill and seconded by Supervisor Roeser to appoint Ms. Lynne Bunn to an unexpired term as an alternate voting member on the Southern Inyo Airport Advisory Committee, ending on June 1, 2027. Motion carried unanimously.
Public Works – Eastern Sierra Disc Golf Club Donation	Moved by Supervisor Orrill and seconded by Supervisor Roeser to, pursuant to Inyo County Code Section 6.26.020, accept a donation of disc golf baskets and a pallet of concrete from the Eastern Sierra Disc Golf Club on behalf of the County. Motion carried unanimously.
Public Works – Mendenhall Park Playground Plans & Specs.	Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve the plans and specifications for the Mendenhall Park Revitalization Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.

**CAO-Information
Services –
Land Mobile Radio
Purchase**

Moved by Supervisor Orrill and seconded by Supervisor Roeser to authorize a purchase order in an amount not to exceed \$210,000.00, payable to BlackPoint LLC of Gardnerville, NV, for in-vehicle and handheld radios for the Sheriff's Office. Motion carried unanimously.

**Sheriff –
2025 DOJ Bulletproof
Vest Program
Application**

Moved by Supervisor Orrill and seconded by Supervisor Roeser to authorize the submittal of the U.S. Department of Justice Patrick Leahy Bulletproof Vest Program application for 2025. Motion carried unanimously.

**Sheriff –
FY 25-26 Boat Safety
& Enforcement Grant**

Moved by Supervisor Orrill and seconded by Supervisor Roeser to authorize the submittal of the Boating Safety and Enforcement Grant for Fiscal Year 2025-2026. Motion carried unanimously.

**Water Department –
OVGA Executive
Manager Contract
Amendment No. 1**

Moved by Supervisor Orrill and seconded by Supervisor Roeser to:

- A) Approve Amendment No. 1 of the Owens Valley Groundwater Authority (OVGA) contract for the provision of Executive Manager services in an amount not to exceed \$25,410 annually, and to remain in effect until terminated by any party with 30 days' notice; and
- B) Authorize the Chairperson to sign.

Motion carried unanimously.

**County Department
Reports**

Public Works Director Mike Errante provided an update on the Whitney Portal Road culvert repair project, the Walker Creek Bridge replacement project, and a status on mountain road re-openings. Errante said Public Works staff were well received at a Career Day hosted by Big Pine High School.

Environmental Health Director Jerry Oser provided information on the hantavirus threat and offered additional guidance to those living and working around rodents.

**CAO –
Eastern Sierra
Community
Housing/Silver Peaks
Affordable Housing
Project Presentation**

The Board received a presentation from Eastern Sierra Community Housing Executive Director Patricia Robertson on the Silver Peaks Affordable Housing Project.

Recess/Reconvene

The Chairperson recessed the meeting for a break at 10:49 a.m. and reconvened the meeting at 11:10 a.m. with all Board members present.

**Water Department –
Inyo County Water
Commission Workshop
& Annual LADWP
Operations Plan**

At the direction of Chairperson Marcellin and fellow Board members, the Water Commission Workshop item was taken ahead of the Annual Operations Plan to allow for open discussion prior to the Board providing direction to staff. The two items ultimately overlapped.

Water Director Dr. Holly Alpert provided a brief overview of the draft 2025-2026 Los Angeles Department of Water and Powers Annual Operations Plan, LADWP's proposed range of pumping amounts of 67,860 to 88,560 acre-feet, and staff's recommended response (due within 10 days of receipt) of a minimum pumping amount of 61,660 acre-feet.

Alpert highlighted LADWP's proposed pumping range specifically in the Taboose-Aberdeen wellfield area (10,200 to 15,600 acre-feet) and noted staff's alternative recommendation (4,000 acre-feet) given the projected average runoff forecast. Alpert also noted the intentional lack of planned water spreading in this year's plan, to which the Board expressed mixed concern over the need for vegetation for grazing livestock (grasses) without the added risk of excessive burn fuel (weeds and brush).

Prior to the designated commenting period, County Counsel Vallejo brought it to the Board's attention that some Water Commission members were attending the Board meeting remotely and explained that because this was not disclosed in advance and on the published agenda,

they could only comment as members of the public and their comments would need to be limited to three minutes, as is procedure for public comment and in order to comply with the Brown Act.

Commission members Randy Keller and Vikki Glinskii were present and provided feedback on behalf of the Water Commission.

They shared the Commission's concern regarding recharge and recovery of vegetation as well as LADWP's perceived idea that water used for mitigation projects is borrowed water. Supervisor Griffiths agreed, stating, "It seems like they (DWP) perpetually forget that mitigation projects were projects to mitigate prior damage that's already been done. It's not a gift, it's an obligation." The Commission advocated for recommending even less than the Water Department suggested: 51,470 acre-feet, which was LADWP's proposed minimum last pumping year. The Commission also encouraged the County to take a proactive, rather than reactive, strategy when dealing with LADWP and to hold them accountable under the Water Agreement. Glinskii noted the need for an overall, vegetation-focused plan and the opposition to any new well activity.

Public comment was received from Teri Cawelti, Paul Huetten, Wendy Schneider, Lynn Boulton, Sally Manning, Santeena Pugliese, Sydney Quinn, Lauren Kelly, Randy Short, Noah Williams, Allison Weber, and Carola Gregorich. The majority of commenters supported the Water Commission's recommendation and also urged for proactive, strong responses to LADWP.

The Board also supported the Commission's recommendation. Supervisor Roeser expressed specific concerns about the Taboose-Aberdeen wellfield and requested that the County response call for no additional pumping there. Dr. Alpert noted that with that wellfield taken out of the equation, the new recommended pumping number would be 48,720 acre-feet (based on the Commission's recommendation).

Board members provided the following direction to staff:

- Proceed with the recommended response with support for a lower proposed pumping amount of 48,720 acre-feet.
- Request test pumping at proposed sites with clarification in advance, on whether it will be a shallow study or a deep study.
- Continue follow-up with the California Department of Fish and Wildlife on the long-delayed installation project for flow regulating apparatus at the Fish Springs hatchery.

Board members thanked Water Department staff and Water Commission members for their hard work and dedication.

Recess/Reconvene

The Chairperson recessed the meeting for lunch at 1:05 p.m. and reconvened the meeting at 1:49 p.m. with all Board members present.

Agricultural Commissioner – Ag. Department Overview & Workshop

Agricultural Commissioner Nathan Reade provided a workshop on the various functions of the Inyo/Mono Agriculture Department as well as an overview of the financial aspects of the department.

Reade answered questions posed by Supervisor Roeser regarding the availability of wildlife services within the Agricultural Department and offered to gather further information from contacts at the United States Department of Agriculture. Roeser requested that Commissioner Reade bring back a workshop item on his findings.

CAO-Personnel – Elected Officials Salary and Benefit Adjustments

Assistant Personnel Director Keri Oney introduced the item and noted two corrections made to the ordinance after publication of the agenda: the addition of the Coroner's salary on the Elected Officials listing as well as a change to the "effective" date of implementation to reflect June 5.

Oney and CAO Greenberg answered Board member questions. The Chairperson asked if there was anyone wishing to provide public comment and comment was received from Trevor Warner.

Moved by Supervisor Orrill and seconded by Supervisor Roeser to:

- A) Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sub-sections 2.88.040(A) 2.88.040(B) 2.88.040(C) and 2.88.040(G), and Repealing Sub-section 2.88.040(H) of the Inyo County Code Regarding Certain Elected Official Salaries," and schedule enactment for May 13, 2025, in the Board of Supervisors Chambers, County Administrative Center, Independence; and

- B) Approve the update to the County of Inyo Elected Official Salary Adjustment Policy.

Motion carried unanimously.

***CAO-Personnel –
Benefit Update for
Board of Supervisors***

Public comment was received from Trevor Warner.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to waive further reading of the proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors, State of California Amending Section 2.01.040(H) of the Inyo County Code to Provide for a Change in Benefits for Members of the Board of Supervisors," and schedule enactment for May 13, 2025, in the Board of Supervisors Chambers, County Administrative Center, Independence. Motion carried unanimously.

***Health & Human
Services –
EMCC Update/
2025 CARESTAR
Transformations &
Innovations Initiative
Grant Proposal***

CAO Greenberg and Health & Human Services Director Anna Scott provided information on the current state of Emergency Medical Services (EMS), the Emergency Medical Care Committee, and requested support for the submission of an application to CARESTAR as part of the 2025 Transformations & Innovations Initiative to support analysis of Inyo County's current EMS system.

Board members directed staff to move forward with the grant application process and to continue to provide updates as they are available.

Public Comment

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and comment was received from Trevor Warner.

***Board Member & Staff
Reports***

Supervisor Roeser said she attended the Honor Guard and internment for WWII Veteran Roman Cherubini. Roeser announced that she has been nominated for the University of Southern California "Speak Your Mind Challenge" and is in turn, nominating CAO Nate Greenberg.

Supervisor Wadelton said he attended an Inyo Associates meeting, Keeler Swap Meet, Lone Pine Paiute-Shoshone Tribal Earth Day, and the Lone Pine Fishing Derby and said he will attend a Board of Supervisors meeting in Tecopa next Tuesday. Wadelton announced that there will be a Kids Free Fishing Day at the Mt. Whitney Historic Fish Hatchery this Saturday and said that May is Mental Health Awareness Month.

Supervisor Orrill said she and fellow Board members attended the California State Association of Counties Legislative Conference last week, where she had an opportunity to meet with Congressman Kiley's staff and said she will travel back to Sacramento tomorrow to attend the CSAC Homeland Security Committee meeting as a designated representative.

Supervisor Marcellin said he attended the CSAC Legislative Conference, Bishop Chamber's "Fishmas" celebration and media reception, the annual Manzanar Pilgrimage Cultural Exchange, the Lone Pine Fishing Derby Opener, and the Lone Pine Tribal Earth Day Celebration. Marcellin said he will attend a Great Basin Unified Air Pollution Control District meeting tomorrow and mentioned he has also been nominated for the "Speak Your Mind Challenge."

Supervisor Griffiths said he met with Governor Newsom and attended meetings of the Inyo County Office of Education Board, Eastern Sierra Council of Governments "Towns to Trails" collaboration, Bishop City Council, and the Juvenile Justice Coordinating Council. Griffiths said he will attend upcoming meetings for ESCOG and CSAC.

County Council Vallejo announced his department is in the process of hiring a new Public Defender and hopes to have a contract in place soon.

CAO Greenberg announced that Sheriff Rennie nominated him for the “Speak Your Mind Challenge” and acknowledged the importance of highlighting May as Mental Health Awareness Month. Greenberg said he attended a kickoff meeting for an ESCOG Towns to Trails project and reminded attendees that there will be a full-scale mock emergency exercise at Bishop Airport this Saturday as well as a Southeast County Board meeting in Tecopa next Tuesday.

Adjournment

The Chairperson adjourned the meeting at 3:31 p.m. to 8:30 a.m. Tuesday, May 6, 2025, in the Tecopa Community Center in Tecopa, CA.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Israel, Assistant



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 6, 2025

Reference ID:
2025-253

Amendment A02 to Contract No. 22-10253 between County of Inyo and the California Department of Public Health for Woman, Infants and Children (WIC) Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve Amendment A02 to Contract No. 22-10253 between the County of Inyo Department of Health and Human Services and the California Department of Public Health for Women, Infants, and Children (WIC), revising Exhibits A through D for the period of October 1, 2022 through September 30, 2025, increasing the contract by \$10,000.00 to an amount not to exceed \$1,352,437.00, and shifting funds in fiscal year 3 to accommodate anticipated expenses; and authorize the HHS Director to sign the amendment.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

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

This amendment is updating language in Exhibit A: Scope of Work, Provision 8.1.a; Exhibit B: Budget Detail and Payment Provisions, 1.F Amounts Payable; Exhibit B, Attachment I, Budget Detail has been replaced in its entirety; Exhibit B, Attachment II, Facility Costs has been replaced in its entirety; Exhibit C, GTC 04/2017 has been replaced with Exhibit C, GTC 02/2025; and Exhibit D, Special Terms and Conditions has been replaced in its entirety.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	Budget Unit	641924/25
Budgeted?	Yes	Object Code	4555

Recurrence	Ongoing expenditures	Sole Source?	N/A
-------------------	----------------------	---------------------	-----

If Sole Source, provide justification below

Current Fiscal Year Impact

\$479,402 is our allocation for October 1, 2025 through September 30, 2026

Future Fiscal Year Impacts

N/A

Additional Information

This includes an allocation increase of \$10,000. The WIC contract follows a Federal Fiscal Year which is October through September. We have two budgets each County Fiscal Year. One for 3 months and one for 9 months.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment, which could impact continued services under the existing contract.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

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

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Witting	Created/Initiated - 4/15/2025
Darcy Israel	Approved - 4/15/2025
Anna Scott	Approved - 4/18/2025
Vanessa Bigham	Approved - 4/21/2025
Stephanie Tanksley	Approved - 4/24/2025
Melissa Best-Baker	Approved - 4/24/2025
Gina Ellis	Approved - 4/24/2025
Keri Oney	Approved - 4/24/2025
John Vallejo	Approved - 4/24/2025
Amy Shepherd	Approved - 4/24/2025
Nate Greenberg	Final Approval - 5/1/2025

ATTACHMENTS:

1. Standard Agreement Amendment A02
2. Amended Agreement Exhibits

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

22-10253

AMENDMENT NUMBER

A02

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,352,437.00 One Million Three Hundred Fifty-Two Thousand Four Hundred Thirty-Seven Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. This amendment increases the contract by \$10,000.00, changing the total amount to read \$1,352,437.00, to better support the Contractor's needs, and is shifting funds in fiscal year 3 to accommodate anticipated expenses.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

1360 N. Main Street

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

Anna Scott

TITLE

Director, Department of Health & Human Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

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

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

II. Exhibit A, Scope of Work, Provision 8.1.a has been revised as follows:

a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

1. Year 1 participant monthly caseload: 220
2. Year 2 participant monthly caseload: 230
3. Year 3 participant monthly caseload: ~~230~~ **240**

III. Exhibit B, Budget Detail and Payment Provisions, Provision 1.F has been revised as follows:

F. Amounts Payable

The amounts payable under this Agreement shall not exceed:

~~\$1,342,437.00~~ **\$1,352,437.00** for the budget period of 10/01/2022 through 09/30/2025.

IV. Exhibit B, Attachment I, Budget Detail has been replaced in its entirety.

V. Exhibit B, Attachment II, Facility Costs has been replaced in its entirety.

VI. Exhibit C, GTC 04/2017 has been replaced with Exhibit C, GTC 02/2025. This exhibit is hereby incorporated by reference and made part of this agreement as if attached hereto. It can be viewed at <https://www.dgs.ca.gov/OLS/Resources>.

VII. Exhibit D, Special Terms and Conditions has been replaced in its entirety.

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

PERSONNEL	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Amended Minimum Base Annual Salary	Maximum Base Annual Salary	Amended Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023		Year 2 10/1/2023 - 9/30/2024		Year 3 10/1/2024 - 9/30/2025						Total	Total Budget Adj.	Amended Total	
							FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount				
WIC Position Title																				
Office Tech III	12-15,19		50,208	56,472	61,092	68,724	0.05	2,870	0.05	2,870	0.05		0.05	2,870	437	3,307	8,610	437	9,047	
Office Clerk ①	1,7,12	1,5	38,916		47,280		0.05	2,612	0.05	2,612	0.05	(0.05)	0.00	2,612	(2,612)	-	7,836	(2,612)	5,224	
Registered Dietician ②	1,3,5-8,10,12	1-5,7	65,184	80,592	79,248	97,932	0.78	65,034	0.78	65,034	0.78		0.78	65,034	15,369	80,403	195,102	15,369	210,471	
WIC Nutrition Assistant ①	1,5,7,8,10,12	1-5	53,868	60,600	65,568	73,752	1.00	63,620	1.00	63,620	1.00	(0.40)	0.60	63,620	(20,089)	43,531	190,860	(20,089)	170,771	
WIC Director ②	1-15,17,18,20-22	1-7	75,108		91,356		0.60	54,966	0.60	54,966	0.60	(0.60)	0.00	54,966	(54,966)	-	164,898	(54,966)	109,932	
WIC Nutrition Assistant	1,5,7,8,10,12	1-5	53,868	60,600	65,568	73,752	0.40	25,448	0.40	25,448	0.40		0.40	25,448		25,448	76,344	-	76,344	
Public Health and Prevention Deputy Director ②	2,11-18,21,22		91,332	102,732	110,976	124,836	0.05	5,838	0.05	5,838	0.05		0.05	5,838	1,671	7,509	17,514	1,671	19,185	
Health and Human Services Specialist ①	1,7,12	1,5	43,668		53,052		0.05	2,533	0.05	2,533	0.05	(0.05)	0.00	2,533	(2,533)	-	7,599	(2,533)	5,066	
Administrative Analyst	12-15,19		62,160	69,912	75,504	84,936	0.03	1,891	0.03	1,891	0.03		0.03	1,891	245	2,136	5,673	245	5,918	
Prevention Program Manager	2,11-18,21,22	1-7		84,480		102,768						0.48	0.48		43,447	43,447	-	43,447	43,447	
WIC Nutrition Assistant	1,5,7,8,10,12	1-5		60,600		73,752						0.40	0.40		21,157	21,157	-	21,157	21,157	
													0.00				-	-	-	
													0.00				-	-	-	
													0.00				-	-	-	
Overtime ③																	-	-	-	
Salaries and Wages								224,812		224,812				224,812	2,126	226,938	674,436	2,126	676,562	
Total FTE							3.01		3.01		3.01	(0.22)	2.79							
							Percent	Budgeted Amount	Percent	Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total	
Fringe Benefits ④								65.54000%	147,341	65.54000%	147,341	65.54000%	70.00000%	147,341	11,515	158,856	442,023	11,515	453,538	
TOTAL PERSONNEL (paid by State WIC contract)								372,153		372,153				372,153	13,641	385,794	1,116,459	13,641	1,130,100	
Total In-Kind for Personnel ⑫															35,814	35,814	-	35,814	35,814	
OPERATING	Exhibit A, SOW 8	Exhibit A, Attach I						Budgeted Amount		Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total	
General Expenses ⑤	5-7,17-21,23	1-10						14,505		14,505				14,505		14,505	43,515	-	43,515	
Training	4,5,7,17,21,23	1-10						1,500		1,500				1,500		1,500	4,500	-	4,500	
Outreach/Media/Promotion	17	1-10						2,611		2,611				2,611		2,611	7,833	-	7,833	
Facility Costs (see Exhibit B, Attach II for breakdown) ⑦	11,23	1-10						15,180		15,180				15,180	(5,988)	9,192	45,540	(5,988)	39,552	
TOTAL OPERATING (paid by State WIC contract)								42,296		42,296				42,296	(4,851)	37,445	126,888	(4,851)	122,037	
Total In-Kind for Operating ⑫																-	-	-	-	
CAPITAL EXPENDITURES ⑧ (Unit Cost of \$5,000 or More)	Exhibit A, SOW 8	Exhibit A, Attach I						Budgeted Amount		Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total	
Equipment ⑨	6,17,18,20,21	1-10														-	-	-	-	
Vehicles ⑩	8,17-19	1-10														-	-	-	-	
TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)								-		-				-	-	-	-	-	-	
Total In-Kind for Capital Expenditures ⑫																-	-	-	-	
OTHER COSTS ⑪	Exhibit A, SOW 8	Exhibit A, Attach I						Budgeted Amount		Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total	
																-	-	-	-	
																-	-	-	-	
																-	-	-	-	
TOTAL OTHER COSTS (paid by State WIC contract)								-		-				-	-	-	-	-	-	
Total In-Kind for Other Costs ⑫																	-	-	-	-
INDIRECT							Percent	Budgeted Amount	Percent	Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total	
Total Personnel Costs							8.87540%	33,030	8.87540%	33,030	8.87540%			33,030	1,210	34,240	99,090	1,210	100,300	
TOTAL INDIRECT (paid by State WIC contract)								33,030		33,030				33,030	1,210	34,240	99,090	1,210	100,300	
Total In-Kind for Indirect ⑫								30,279		30,279				30,279	39,716	69,995	90,837	39,716	130,553	
TOTAL BUDGET (paid by State WIC contract)								\$ 447,479		\$ 447,479				\$ 447,479	\$ 10,000	\$ 457,479	\$ 1,342,437	\$ 10,000	\$ 1,352,437	
Total In-Kind for All Budget Line-Items ⑫								\$ 30,279		\$ 30,279				\$ 30,279	\$ 75,530	\$ 105,809	90,837	75,530	166,367	

Contract Year:

Contract Amount:

Funding Changes:

Checks/Balances:

Year 1
\$ 447,479
\$ -
\$ -

Year 2
\$ 447,479
\$ -
\$ -

Year 3
\$ 457,479
\$ 10,000
\$ -

*All costs will be reviewed by CDPH for approval

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

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

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

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

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

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

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

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

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

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

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

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

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

Total Facility Costs:				Year 1 Total		Year 2 Total				Year 3 Total	Year 3 Amended Total
\$ 39,552				\$ 15,180		\$ 15,180				\$ 15,180	\$ 9,192
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year
1360 North Main Street Suite 203D Bishop, CA 93514	Clinic Site	428	1,265	15,180	1,265	15,180	1,265	(499)	766	15,180	9,192
310 Jackson Street Lone Pine, CA 93545	Satellite site	1821	-	-	-	-	-	-	-	-	-
405 Hot Springs Road, Tecopa, CA 92369	Satellite site	1140	-	-	-	-	-	-	-	-	-
155 E Market St. Independence, CA 93526	Fiscal/Satellite site	4285	-	-	-	-	-	-	-	-	-
0 0	0	0	-	-	-	-	-	-	-	-	-
0 0	0	0	-	-	-	-	-	-	-	-	-
0 0	0	0	-	-	-	-	-	-	-	-	-

Exhibit D
Special Terms and Conditions
(Rev 02/2025)

(For Cooperative Agreement in accordance with HSC 38070)

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

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	15. Executive Order N-6-22 Economic Sanctions
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D
Special Terms and Conditions

1. Procurement Rules

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

a. Equipment definitions

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

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

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

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

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

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

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

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

Exhibit D
Special Terms and Conditions

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

Exhibit D
Special Terms and Conditions

2. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

Exhibit D
Special Terms and Conditions

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

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

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

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

g. **Motor Vehicles**

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

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

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

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

Exhibit D
Special Terms and Conditions

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

Automobile Liability Insurance

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

Exhibit D
Special Terms and Conditions

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

3. Subcontract Requirements

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

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

Exhibit D
Special Terms and Conditions

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

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

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

4. Income Restrictions

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

5. Site Inspection

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

6. Intellectual Property Rights

a. Ownership

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

Exhibit D
Special Terms and Conditions

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

Exhibit D
Special Terms and Conditions

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

b. Retained Rights / License Rights

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

c. Copyright

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

Exhibit D
Special Terms and Conditions

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

d. Third-Party Intellectual Property

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

e. Warranties

(1) Contractor represents and warrants that:

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

Exhibit D
Special Terms and Conditions

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

f. Intellectual Property Indemnity

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

Exhibit D
Special Terms and Conditions

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

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

g. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

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

8. Confidentiality of Information

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

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

Exhibit D
Special Terms and Conditions

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

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

9. Documents, Publications and Written Reports

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

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

10. Dispute Resolution Process

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

Exhibit D
Special Terms and Conditions

The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

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

11. Officials Not to Benefit

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

12. Prohibited Use of State Funds for Software

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

Exhibit D
Special Terms and Conditions

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

Exhibit D
Special Terms and Conditions

the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

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

(b) Example No. 2:

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

(c) Example No. 3:

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

14. Cancellation

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

Exhibit D
Special Terms and Conditions

- F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

15. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 6, 2025

Reference ID:
2025-212

Health Care Program for Children in Foster Care Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Gina Ellis , Assistant HHS Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the Letter of Allocation from the California Department of Health Care Services Children's Medical Services Branch for the Health Care Program for Children in Foster Care, in the total amount of \$332,803, for the period of July 1, 2024 through June 30, 2025, and authorize the Chairperson to sign the Certification Statement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Since 1999, state law has required each county to establish a Health Care Program for Children in Foster Care (HCPCFC). In Inyo County, HCPCFC is a program made up of Public Health Nurses (PHNs) who provide medical consultations to children's social workers in the Department of Children and Family Services, as well as to deputy probation officers in the Probation Department. These services are intended to support the health and well-being of children and youth in foster care or probation settings.

HCPCFC ensures that these children and their families have access to a comprehensive system of integrated medical, dental, developmental, and family support services, delivered in a child- and family-centered approach. The program's goal is to ensure timely health assessments, appropriate referrals, and responsive care for youth in foster care.

Until June 30, 2024, the California Department of Health Care Services (DHCS) managed and administered HCPCFC funds under the Child Health and Disability Prevention (CHDP) program. With the sunset of the CHDP program on June 30, 2024, DHCS introduced a new HCPCFC allocation—referred to as HCPCFC Admin—starting in fiscal year 2024-25. This allocation provides Local Health Departments (LHDs) with dedicated funding to support administrative functions previously covered by CHDP.

This funding increase marked a significant change and prompted our department to reassess the structure of the program, now that it operates as a stand-alone initiative. Historically, these funds were managed within the Children's Medical Services Plan under the Public Health division. However, due to the shift in funding use and program scope, the Department has decided to transition HCPCFC to the Social and Placement Services division, where a Nurse Case Manager provides HCPCFC services.

With the increased administrative allocation, the Department will be able to pay a portion of the salary for the Deputy Director and Nurse Case Manager in the Social and Placement Services division, and an

Administrative Analyst and an Office Technician in the Fiscal oversight and Special Operations division. Additionally, these funds will cover the cost of hiring an additional Social Services Aide in our Child Welfare program, should the position be approved as part of the FY 2025-26 County Budget.

This transition in program administration has created considerable confusion across the State, as counties worked to interpret the new funding structure and determine how to implement the changes within their existing systems. The shift from CHDP administration to a stand-alone HCPCFC allocation required us to reevaluate program staffing, budgeting, and reporting processes. As a result, we were delayed in fully integrating the new administrative requirements and aligning internal structures accordingly. Due to the time needed to assess the implications of this change and make thoughtful decisions about program placement and staffing, we are bringing this request to your Board later than anticipated.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	Budget Unit	045102
Budgeted?	Yes	Object Code	4498
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$332,803, for the period of July 1, 2024, through June 30, 2025
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to accept these funds. This would directly impact the Public Health Nurse (PHN) program that provides medical, dental, mental health, developmental consultation, and advice to the families of children and youth in foster care, and the social workers and staff who serve them as part of the County child welfare service agency.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services
High Quality Services | High-Quality County Government Services

APPROVALS:

Gina Ellis	Created/Initiated - 4/21/2025
Darcy Israel	Approved - 4/22/2025
Gina Ellis	Approved - 4/22/2025
Anna Scott	Approved - 4/22/2025
Keri Oney	Approved - 4/22/2025
John Vallejo	Approved - 4/24/2025
Amy Shepherd	Approved - 4/24/2025
Nate Greenberg	Final Approval - 5/1/2025

ATTACHMENTS:

1. Allocation Letter
2. Budget Workbook Revised

August 20, 2024

HCPCFC PROGRAM LETTER: 24-01 REVISED

TO: HEALTHCARE PROGRAM FOR CHILDREN IN FOSTER CARE
ADMINISTRATORS, MEDICAL CONSULTANTS, AND DEPARTMENT
OF HEALTH CARE SERVICES STAFF

SUBJECT: HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE FISCAL
YEAR 2024-2025 ALLOCATION

The purpose of this letter is to provide Health Care Programs for Children in Foster Care (HCPCFC) with their Fiscal Year (FY) 2024-2025 allocation.

This letter serves as each local program's approved state HCPCFC budget and enables each local program to use this letter to develop its budget. Budget approval letters will not be issued. Detailed budget information may be found in the Integrated Systems of Care Division (ISCD) Plan and Fiscal Guidelines (PFGs), until the Department of Health Care Services (DHCS) releases the HCPCFC Financial Policy and Procedure.

Acceptance of funds constitutes an agreement that the receiving local program and its agency will comply with all federal and state requirements pertaining to the HCPCFC program and adhere to all applicable policies and procedures set forth by the California Department of Social Services (CDSS) and DHCS. Periodically, the federal program responsible for oversight of the Medicaid program and related state administrative expenditures, will conduct programmatic audits. Finding of a federal audit exception and subsequent liability for repayment of federal Medicaid funds related to the HCPCFC program audit exception, are the exclusive and sole responsibility of each local program.

Each local program remains responsible for overseeing and tracking its expenditures. An audit file must be maintained. At a minimum this audit file should include:

- » Documentation of required time studies, performed during one or more representative months of the fiscal quarter for each budgeted position claimed under Federal Financial Participation (FFP).
- » Documentation in support of claimed expenditures.

- » Documentation to demonstrate compliance with all federal and state requirements pertaining to the HCPCFC program, and adherence to all applicable policies and procedures set forth by the CDSS and the DHCS.

Counties should maintain and be prepared to produce the audit file to State and Federal entities within seven (7) calendar days of a request.

Budget Reporting Instructions

- » Utilize the HCPCFC Budget Workbook.
Budget workbooks may be found in the Templates section of the ISCD Budget Portal¹ and by requested to HCPCFC@dhcs.ca.gov. Questions regarding the ISCD Budget Portal may be directed to ISCDFiscal@dhcs.ca.gov.
- » Sign electronically using Adobe Acrobat Pro DC Self-signed with Digital ID² function or DocuSign.³
If access to either of these options is not available, scanned signature will be accepted, with the original kept in the local audit file. Electronic signature will be required in FY 2024-25.
- » Submit electronically to the ISCD Budget Portal.
- » Submit only two documents to the ISCD Budget Portal:
 - One Excel version of the HCPCFC Budget Workbook
and
 - One signed PDF version of the HCPCFC Budget Workbook
- » Submit only the information requested in the HCPCFC Budget Workbook. Be prepared to provide ISCD with additional documentation to demonstrate compliance with program requirements, upon request.
- » Submit by October 1, 2024.
If all necessary signatures cannot be obtained by this date, submit completed excel workbooks by the deadline and contact HCPCFC@dhcs.ca.gov to request an extension for submission of required signatures.

¹ [ISCD Budget Portal](#)

² [Manage Digital IDS in Adobe](#)

³ [DocuSign, How to Sign a Document](#)

Staffing Allowances

DHCS will only allow specific staff classifications in the HCPCFC Administrative budget, they are as follows:

- **Supervising Public Health Nurse (PHN):** Counties will receive 1 Supervising Public Health Nurse to supervise no more than 10 PHN.
- **Public Health Assistant (PHA):** Counties will receive .25 Full Time Equivalent (FTE) PHA for every 10 PHNs within the county. If less than 10 PHNs they will receive .25 FTE.
- **Fiscal Support Staff:** Counties will receive .25 FTE Fiscal Support staff for every 10 PHNs within the county. If less than 10 PHNs they will receive .25 FTE.
- **Administrative Support Staff:** Counties will receive .25 FTE Administrative Support staff for every 10 PHNs within the county. If less than 10 PHNs they will receive .25 FTE.

Senate Bill (SB) 108 amended SEC. 166. Item 4260-101-0001 of Section 2.00 of the Budget Act of 2024 to include provision 21 which allows the counties to deviate from the department's established allocation staffing methodology governing the use of the county HCPCFC administrative budget and California Children's Services Compliance Monitoring and Oversight (M&O) budget for purposes of extending flexibility to the counties regarding appropriate staffing necessary to implement and operationalize the HCPCFC program manual requirements and readiness activities for the CCS M&O.

To be eligible for this flexibility, the county must submit the *One-Time Flexibilities - SB 108 Administrative Support Budget* workbook to DHCS no later than October 1, 2024. The budget must be approved through the county's Board of Supervisors and proof of their approval must be included with your budget submission to DHCS. The budget must describe the county's proposed use of funds to support HCPCFC and CCS M&O activities, including direct and indirect administrative costs. DHCS will send the *One-Time Flexibilities - SB 108 Administrative Support Budget* workbook and instructions to all counties via email.

Fiscal questions may be directed to: ISCDFiscal@dhcs.ca.gov. All other questions may be directed to the central program inbox: HCPCFC@dhcs.ca.gov.

Sincerely,

ORIGINAL SIGNED BY

Cortney Maslyn, Chief
Integrated Systems of Care Division
Department of Health Care Services

Attachments:

1. FY 2024-2025 HCPCFC Allocation Tables
 - A. Base Allocation
 - B. Psychotropic Medication Monitoring & Oversight
 - C. Caseload Relief
 - D. Administrative Allocation

Attachment 1A:
Health Care Program for Children in Foster Care
Base Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$182,045	\$546,134	\$728,179
Alpine	\$3,000	\$9,000	\$12,000
Amador	\$8,677	\$26,031	\$34,708
Butte	\$68,375	\$205,126	\$273,501
Calaveras	\$12,148	\$36,444	\$48,592
Colusa	\$5,900	\$17,701	\$23,602
Contra Costa	\$100,307	\$300,921	\$401,227
Del Norte	\$16,313	\$48,939	\$65,252
El Dorado	\$21,346	\$64,037	\$85,382
Fresno	\$396,195	\$1,188,584	\$1,584,779
Glenn	\$8,330	\$24,990	\$33,320
Humboldt	\$51,889	\$155,667	\$207,555
Imperial	\$47,724	\$143,172	\$190,895
Inyo	\$3,000	\$9,000	\$12,000
Kern	\$312,027	\$936,082	\$1,248,109
Kings	\$58,657	\$175,971	\$234,628
Lake	\$14,230	\$42,691	\$56,922
Lassen	\$9,371	\$28,114	\$37,485
Los Angeles	\$2,879,918	\$8,639,753	\$11,519,671
Madera	\$39,220	\$117,661	\$156,881
Marin	\$15,619	\$46,856	\$62,475
Mariposa	\$3,000	\$9,000	\$12,000
Mendocino	\$39,047	\$117,140	\$156,187
Merced	\$106,901	\$320,704	\$427,606
Modoc	\$2,950	\$8,851	\$11,801
Mono	\$3,000	\$9,000	\$12,000
Monterey	\$32,626	\$97,877	\$130,503
Napa	\$14,751	\$44,253	\$59,004
Nevada	\$7,636	\$22,907	\$30,543
Orange	\$409,384	\$1,228,152	\$1,637,536
Placer	\$27,940	\$83,820	\$111,761
Plumas	\$4,339	\$13,016	\$17,354
Riverside	\$570,951	\$1,712,853	\$2,283,803
Sacramento	\$236,363	\$709,090	\$945,453
San Benito	\$5,033	\$15,098	\$20,131
San Bernardino	\$880,549	\$2,641,646	\$3,522,194

Attachment 1A:
Health Care Program for Children in Foster Care
Base Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
San Diego	\$320,878	\$962,634	\$1,283,511
San Francisco	\$113,670	\$341,009	\$454,678
San Joaquin	\$214,150	\$642,450	\$856,600
San Luis Obispo	\$47,550	\$142,651	\$190,201
San Mateo	\$21,346	\$64,037	\$85,382
Santa Barbara	\$68,375	\$205,126	\$273,501
Santa Clara	\$81,391	\$244,173	\$325,563
Santa Cruz	\$24,990	\$74,970	\$99,960
Shasta	\$69,764	\$209,291	\$279,054
Sierra	\$3,000	\$9,000	\$12,000
Siskiyou	\$13,189	\$39,567	\$52,757
Solano	\$58,136	\$174,409	\$232,545
Sonoma	\$81,738	\$245,214	\$326,952
Stanislaus	\$92,150	\$276,451	\$368,602
Sutter	\$14,751	\$44,253	\$59,004
Tehama	\$21,172	\$63,516	\$84,688
Trinity	\$3,644	\$10,933	\$14,577
Tulare	\$153,411	\$460,232	\$613,642
Tuolumne	\$11,974	\$35,923	\$47,897
Ventura	\$74,796	\$224,389	\$299,185
Yolo	\$45,641	\$136,924	\$182,565
Yuba	\$29,849	\$89,547	\$119,396
City of Berkeley	\$6,247	\$18,742	\$24,990
Total	\$8,170,573	\$24,511,719	\$32,682,292

Attachment 1B:
Health Care Program for Children in Foster Care
Psychotropic Medication Monitoring and Oversight Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$40,795	\$122,386	\$163,181
Alpine	\$3,659	\$10,975	\$14,634
Amador	\$3,659	\$10,975	\$14,634
Butte	\$18,293	\$54,878	\$73,171
Calaveras	\$3,659	\$10,975	\$14,634
Colusa	\$3,659	\$10,975	\$14,634
Contra Costa	\$36,585	\$109,756	\$146,341
Del Norte	\$3,659	\$10,975	\$14,634
El Dorado	\$10,976	\$32,926	\$43,902
Fresno	\$54,878	\$164,634	\$219,512
Glenn	\$3,659	\$10,975	\$14,634
Humboldt	\$7,317	\$21,951	\$29,268
Imperial	\$14,634	\$43,903	\$58,537
Inyo	\$3,659	\$10,975	\$14,634
Kern	\$40,244	\$120,732	\$160,976
Kings	\$7,317	\$21,951	\$29,268
Lake	\$7,317	\$21,951	\$29,268
Lassen	\$3,659	\$10,975	\$14,634
Los Angeles	\$526,829	\$1,580,488	\$2,107,317
Madera	\$3,659	\$10,975	\$14,634
Marin	\$3,659	\$10,975	\$14,634
Mariposa	\$3,659	\$10,975	\$14,634
Mendocino	\$10,976	\$32,926	\$43,902
Merced	\$10,976	\$32,926	\$43,902
Modoc	\$3,659	\$10,975	\$14,634
Mono	\$3,659	\$10,975	\$14,634
Monterey	\$14,634	\$43,903	\$58,537
Napa	\$3,659	\$10,975	\$14,634
Nevada	\$3,659	\$10,975	\$14,634
Orange	\$47,561	\$142,683	\$190,244
Placer	\$7,317	\$21,951	\$29,268
Plumas	\$3,659	\$10,975	\$14,634
Riverside	\$102,439	\$307,317	\$409,756
Sacramento	\$73,171	\$219,512	\$292,683
San Benito	\$3,659	\$10,975	\$14,634
San Bernardino	\$142,683	\$428,049	\$570,732
San Diego	\$80,488	\$241,463	\$321,951

Attachment 1B:
 Health Care Program for Children in Foster Care
 Psychotropic Medication Monitoring and Oversight Allocation
 (07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
San Francisco	\$25,610	\$76,829	\$102,439
San Joaquin	\$51,220	\$153,658	\$204,878
San Luis Obispo	\$14,634	\$43,903	\$58,537
San Mateo	\$10,976	\$32,926	\$43,902
Santa Barbara	\$14,634	\$43,903	\$58,537
Santa Clara	\$36,585	\$109,756	\$146,341
Santa Cruz	\$7,317	\$21,951	\$29,268
Shasta	\$14,634	\$43,903	\$58,537
Sierra	\$3,658	\$10,976	\$14,634
Siskiyou	\$3,658	\$10,976	\$14,634
Solano	\$10,975	\$32,927	\$43,902
Sonoma	\$18,292	\$54,879	\$73,171
Stanislaus	\$29,267	\$87,806	\$117,073
Sutter	\$7,316	\$21,952	\$29,268
Tehama	\$3,658	\$10,976	\$14,634
Trinity	\$3,658	\$10,976	\$14,634
Tulare	\$21,951	\$65,855	\$87,806
Tuolumne	\$3,658	\$10,977	\$14,635
Ventura	\$25,609	\$76,831	\$102,440
Yolo	\$14,634	\$43,904	\$58,538
Yuba	\$7,316	\$21,953	\$29,269
City of Berkeley	\$3,107	\$9,322	\$12,429
Total	\$1,650,000	\$4,950,000	\$6,600,000

Attachment 1C:
Health Care Program for Children in Foster Care
Caseload Relief Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$97,126	\$291,374	\$388,500
Alpine	\$0	\$0	\$0
Amador	\$3,996	\$11,989	\$15,985
Butte	\$36,351	\$109,051	\$145,402
Calaveras	\$5,836	\$17,509	\$23,345
Colusa	\$3,172	\$9,516	\$12,688
Contra Costa	\$67,880	\$203,639	\$271,519
Del Norte	\$4,821	\$14,464	\$19,285
El Dorado	\$19,095	\$57,285	\$76,380
Fresno	\$133,095	\$399,283	\$532,378
Glenn	\$5,075	\$15,226	\$20,301
Humboldt	\$23,346	\$70,036	\$93,382
Imperial	\$28,611	\$85,832	\$114,443
Inyo	\$1,161	\$3,483	\$4,644
Kern	\$109,940	\$329,818	\$439,758
Kings	\$24,171	\$72,511	\$96,682
Lake	\$10,341	\$31,021	\$41,362
Lassen	\$4,314	\$12,942	\$17,256
Los Angeles	\$1,389,880	\$4,169,636	\$5,559,516
Madera	\$21,125	\$63,376	\$84,501
Marin	\$5,963	\$17,890	\$23,853
Mariposa	\$1,903	\$5,710	\$7,613
Mendocino	\$17,318	\$51,956	\$69,274
Merced	\$33,495	\$100,487	\$133,982
Modoc	\$963	\$2,889	\$3,852
Mono	\$0	\$0	\$0
Monterey	\$27,659	\$82,978	\$110,637
Napa	\$8,310	\$24,932	\$33,242
Nevada	\$3,996	\$11,989	\$15,985
Orange	\$150,604	\$451,810	\$602,414

Attachment 1C:
Health Care Program for Children in Foster Care
Caseload Relief Allocation
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Placer	\$14,211	\$42,632	\$56,843
Plumas	\$3,172	\$9,516	\$12,688
Riverside	\$219,497	\$658,493	\$877,990
Sacramento	\$151,429	\$454,285	\$605,714
San Benito	\$3,679	\$11,038	\$14,717
San Bernardino	\$381,013	\$1,143,039	\$1,524,052
San Diego	\$173,441	\$520,324	\$693,765
San Francisco	\$57,856	\$173,568	\$231,424
San Joaquin	\$98,139	\$294,419	\$392,558
San Luis Obispo	\$26,328	\$78,981	\$105,309
San Mateo	\$18,206	\$54,621	\$72,827
Santa Barbara	\$28,357	\$85,071	\$113,428
Santa Clara	\$74,668	\$224,002	\$298,670
Santa Cruz	\$17,382	\$52,147	\$69,529
Shasta	\$28,166	\$84,500	\$112,666
Sierra	\$0	\$0	\$0
Siskiyou	\$6,725	\$20,174	\$26,899
Solano	\$27,469	\$82,407	\$109,876
Sonoma	\$33,433	\$100,297	\$133,730
Stanislaus	\$48,214	\$144,641	\$192,855
Sutter	\$11,102	\$33,305	\$44,407
Tehama	\$13,830	\$41,489	\$55,319
Trinity	\$3,299	\$9,896	\$13,195
Tulare	\$67,371	\$202,115	\$269,486
Tuolumne	\$6,660	\$19,983	\$26,643
Ventura	\$53,606	\$160,818	\$214,424
Yolo	\$27,216	\$81,647	\$108,863
Yuba	\$13,701	\$41,109	\$54,810
City of Berkeley	\$2,283	\$6,851	\$9,134
Total	\$3,850,000	\$11,550,000	\$15,400,000

Attachment 1D:
Health Care Program for Children in Foster Care
Administrative Allocation⁴
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	\$179,986	\$179,986	\$359,972
Alpine	\$136,413	\$136,413	\$272,826
Amador	\$168,230	\$168,230	\$336,459
Butte	\$160,019	\$160,019	\$320,037
Calaveras	\$148,193	\$148,193	\$296,385
Colusa	\$168,815	\$168,815	\$337,630
Contra Costa	\$230,009	\$230,009	\$460,018
Del Norte	\$128,386	\$128,386	\$256,771
El Dorado	\$160,239	\$160,239	\$320,477
Fresno	\$177,400	\$177,400	\$354,800
Glenn	\$158,434	\$158,434	\$316,868
Humboldt	\$172,319	\$172,319	\$344,637
Imperial	\$151,222	\$151,222	\$302,444
Inyo	\$166,402	\$166,402	\$332,803
Kern	\$179,074	\$179,074	\$358,147
Kings	\$139,869	\$139,869	\$279,738
Lake	\$162,061	\$162,061	\$324,121
Lassen	\$125,143	\$125,143	\$250,286
Los Angeles	\$1,703,756	\$1,703,756	\$3,407,511
Madera	\$156,683	\$156,683	\$313,366
Marin	\$181,202	\$181,202	\$362,403
Mariposa	\$174,431	\$174,431	\$348,861
Mendocino	\$150,628	\$150,628	\$301,255
Merced	\$113,628	\$113,628	\$227,256
Modoc	\$92,890	\$92,890	\$185,780
Mono	\$162,199	\$162,199	\$324,398
Monterey	\$130,725	\$130,725	\$261,450
Napa	\$206,808	\$206,808	\$413,616
Nevada	\$153,604	\$153,604	\$307,208
Orange	\$213,870	\$213,870	\$427,739

⁴ DHCS reallocated the CHDP Program budget county allocation starting in FY 24-25 to the HCPFCF Administrative Budget and the California Children's Services (CCS) Monitoring and Oversight. Please refer to the CCS Monitoring and Oversight Allocation Letter for state's approved budget.

Attachment 1D:
Health Care Program for Children in Foster Care
Administrative Allocation⁴
(07/01/2024 through 06/30/2025)

County/City	State General Funds	Federal Funds	Total Funds
Placer	\$171,636	\$171,636	\$343,272
Plumas	\$139,854	\$139,854	\$279,707
Riverside	\$294,838	\$294,838	\$589,676
Sacramento	\$198,302	\$198,302	\$396,603
San Benito	\$138,303	\$138,303	\$276,606
San Bernardino	\$391,661	\$391,661	\$783,322
San Diego	\$170,810	\$170,810	\$341,620
San Francisco	\$249,473	\$249,473	\$498,946
San Joaquin	\$171,377	\$171,377	\$342,753
San Luis Obispo	\$188,360	\$188,360	\$376,719
San Mateo	\$227,028	\$227,028	\$454,056
Santa Barbara	\$185,801	\$185,801	\$371,602
Santa Clara	\$218,297	\$218,297	\$436,594
Santa Cruz	\$176,789	\$176,789	\$353,578
Shasta	\$158,163	\$158,163	\$316,326
Sierra	\$156,591	\$156,591	\$313,182
Siskiyou	\$143,143	\$143,143	\$286,286
Solano	\$182,239	\$182,239	\$364,477
Sonoma	\$200,722	\$200,722	\$401,444
Stanislaus	\$171,030	\$171,030	\$342,060
Sutter	\$163,154	\$163,154	\$326,308
Tehama	\$202,803	\$202,803	\$405,605
Trinity	\$147,140	\$147,140	\$294,280
Tulare	\$154,549	\$154,549	\$309,098
Tuolumne	\$155,903	\$155,903	\$311,805
Ventura	\$174,044	\$174,044	\$348,088
Yolo	\$185,730	\$185,730	\$371,459
Yuba	\$193,018	\$193,018	\$386,036
City of Berkeley	\$215,125	\$215,125	\$430,250
Total	\$11,878,510	\$11,878,510	\$23,757,020



CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Agency Information		County/City:	Fiscal Year:	
		Inyo	2024-25	
Street Address:	1360 N Main St	Health Officer Name:	James Richardson	
City:	Bishop	HCPFC Central Email	phadmin@inyocounty.us	
Zip Code:	93514	Address:		
Authorized HCPFC Representative		Director of Social Services Agency		
Name, Title: Darcia Blackdeer-Lent, Dep		Name: Anna Scott		
Phone: 760-872-0902		Phone: 760-872-0902		
Email: dblackdeerlent@inyocount		Email: ascott@inyocounty.us		
Clerk of the Board of Supervisors		Chief Probation Officer		
Name: Nate Greenberg		Name: Jeff Thomson		
Phone: 760-878-0292		Phone: 760-873-4121		
Email: dellis@inyocounty.us		Email: jthomson@inyocounty.us		
List All HCPFC Program Staff				
Name:	Title:	Support Staff	PHN	Email:
1 Darica Blackdeer-Lent	Deputy Director of Social &	Yes	No	dblackdeerlent@inyocounty.
2 Marissa Whitney	Public Health Nurse	No	Yes	mhobbs@inyocounty.us
3 Vacant	Social Services Aide	Yes	No	
4 Joey Peterson	Administrative Analyst	Yes	No	joey.peterson@inyocounty.u
5 Fabiola Isidro	Office Technician	Yes	No	fisidro@inyocounty.us
6				
7				
8				
9				
10				

View additional rows by selecting the "+" to the left.



Health Care Program for Children in Foster Care

Certification Statement	County/City:	Fiscal Year:
	Inyo	2024-25
<p>I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the HCPFC Program Manual. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above.</p>		
Darcia Blackdeer-Lent, Deputy Director of SPS	<i>Darcia Blackdeer-Lent</i>	11/01/2024
HCPFC/County Authorized Representative	Signature	Date
Local Governing Body Chairperson Name,	Signature	Date



CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Base Budget Worksheet						County/City Name:		Fiscal Year:				
Column						Inyo		2024-25				
						1A	1B	1	2A	2	3A	3
						Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
I. Personnel Expenses												
#	Name	Title	DSS	PHN								
1	Darica Blackdeer-Lent	Deputy Director of Social	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0	
2	Marissa Whitney	Public Health Nurse	No	Yes	7%	\$103,030	\$7,513	100%	\$7,513	0%	\$0	
3	Vacant	Social Services Aide	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0	
4	Joey Peterson	Administrative Analyst	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0	
5	Fabiola Isidro	Office Technician	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0	
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
View additional rows by selecting the "+" to the left.												
Total Net Salaries and Wages							\$7,513		\$7,513		\$0	
Staff Benefits (Specify %)						60%	\$4,487		\$4,487		\$0	
I. Total Personnel Expenses							\$12,000		\$12,000		\$0	
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0	
III. Total Capital Expenses (List in Narrative)							\$0		\$0		\$0	
IV. Indirect Expenses (List in Narrative)												
1. Internal (Specify %)						0%	\$0				\$0	
2. External (Specify %)						0%	\$0				\$0	
IV. Total Indirect Expenses (List in Narrative)							\$0				\$0	
V. Total Other Expenses (List in Narrative)							\$0				\$0	
Budget Grand Total							\$12,000		\$12,000		\$0	

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above. HCPFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Darica Blackdeer-Lent, Deputy Director of SPS
Authorized HCPFC Signor Name, Title

Darica Blackdeer-Lent 11-01-2024
Signature Date



Health Care Program for Children in Foster Care

Base Budget Narrative		County/City Name:	Fiscal Year:
		Inyo	2024-25
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
Our vacant public health nurse position has been filled. There are no changes to the net personnel expenses.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
There are no projected operating expenses.			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
There are no projected capital expenses.			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	There are no projected internal indirect expenses.		
External:	There are no projected external indirect expenses.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
There are no projected other expenses.			

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above.

Darcia Blackdeer-Lent, Deputy Director of SPS

Authorized HCPFC Signor Name, Title

Darcia Blackdeer-Lent

Signature

Date

11-01-2024



Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Worksheet							County/City Name:		Fiscal Year:		
							Inyo		2024-25		
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Darcia Blackdeer-Lent	Deputy Director of Social & Placeme	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0
2	Marissa Whitney	Public Health Nurse	No	Yes	9%	\$103,030	\$9,162	100%	\$9,162	0%	\$0
3	Vacant	Social Services Aide	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0
4	Joey Peterson	Administrative Analyst	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0
5	Fabiola Isidro	Office Technician	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
View additional rows by selecting the "+" to the left.											
Total Net Salaries and Wages							\$9,162		\$9,162		\$0
Staff Benefits (Specify %)					60%		\$5,472		\$5,472		\$0
I. Total Personnel Expenses							\$14,634		\$14,634		\$0
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1. Internal (Specify %)					0%		\$0				\$0
2. External (Specify %)					0%		\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$0				\$0
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$14,634		\$14,634		\$0

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above. HCPFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Darcia Blackdeer-Lent, Deputy Director of SPS
Authorized HCPFC Signor Name, Title

Darcia Blackdeer-Lent 11-01-2024
Signature Date



Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Narrative		County/City Name: Inyo	Fiscal Year: 2024-25
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
Our vacant public health nurse position has been filled. There are no changes to the net personnel expenses.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
There are no projected operating expenses.			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
There are no projected capital expenses.			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	There are no projected internal indirect expenses.		
External:	There are no projected external indirect expenses.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
There are no projected other expenses.			

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Darcia Blackdeer-Lent, Deputy Director of SPS

Authorized HCPCFC Signor Name, Title

Darcia Blackdeer-Lent

Signature

Date

11-01-2024



Health Care Program for Children in Foster Care

Caseload Relief Budget Worksheet						County/City Name:		Fiscal Year:				
Column						1A	1B	1	2A	2	3A	3
I. Personnel Expenses						Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN								
1	Darcia Blackdeer-Lent	Deputy Director of Social & Placer	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0	
2	Marissa Whitney	Public Health Nurse	No	Yes	3%	\$103,030	\$2,908	100%	\$2,908	0%	\$0	
3	Vacant	Social Services Aide	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0	
4	Joey Peterson	Administrative Analyst	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0	
5	Fabiola Isidro	Office Technician	Yes	No	0%	\$0	\$0	0%	\$0	100%	\$0	
6	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
7	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
8	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
9	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
10	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0	
View additional rows by selecting the "+" to the left.												
Total PHN FTE %						3%			100%			
Total Direct Support Staff FTE %						0%			0%			
Total Net Salaries and Wages							\$2,908		\$2,908		\$0	
Staff Benefits (Specify %)						60%		\$1,736	\$1,736		\$0	
I. Total Personnel Expenses							\$4,644		\$4,644		\$0	
II. Total Operating Expenses (List in Narrative)							\$0		\$0		\$0	
III. Total Capital Expenses (List in Narrative)							\$0		\$0		\$0	
IV. Indirect Expenses (List in Narrative)												
1. Internal (Specify %)						0%		\$0			\$0	
2. External (Specify %)						0%		\$0			\$0	
IV. Total Indirect Expenses (List in Narrative)							\$0		\$0		\$0	
V. Total Other Expenses (List in Narrative)							\$0		\$0		\$0	
Budget Grand Total							\$4,644		\$4,644		\$0	

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above. HCPFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Darcia Blackdeer-Lent, Deputy Director of SPS

Authorized HCPFC Signor Name, Title

Signature

Date

Darcia Blackdeer-Lent 11-01-2024



Health Care Program for Children in Foster Care

Caseload Relief Budget Narrative		County/City Name:	Fiscal Year:
		Inyo	2024-25
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
Our vacant public health nurse position has been filled. There are no changes to the net personnel expenses.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
There are no projected operating expenses.			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
There are no projected capital expenses.			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	There are no projected internal indirect expenses.		
External:	There are no projected external indirect expenses.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
There are no projected other expenses.			

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above.

Darcia Blackdeer-Lent, Deputy Director of SPS

Authorized HCPFC Signor Name, Title

Darcia Blackdeer-Lent 11-01-2024

Signature

Date



Health Care Program for Children in Foster Care

Administrative Budget Worksheet						County/City Name:		Fiscal Year:			
						Inyo		2024-25			
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Darica Blackdeer-Lent	Deputy Director of Social & Placem	Yes	No	10%	\$127,654	\$12,765			10%	\$12,765
2	Marissa Whitney	Public Health Nurse	No	Yes	31%	\$103,030	\$31,931			31%	\$31,931
3	Vacant	Social Services Aide	Yes	No	100%	\$59,468	\$59,468			100%	\$59,468
4	Joey Peterson	Administrative Analyst	Yes	No	5%	\$88,561	\$4,428			5%	\$4,428
5	Fabiola Isidro	Office Technician	Yes	No	5%	\$77,640	\$3,882			5%	\$3,882
6	0	0	0	0	0%	\$0	\$0			0%	\$0
7	0	0	0	0	0%	\$0	\$0			0%	\$0
8	0	0	0	0	0%	\$0	\$0			0%	\$0
9	0	0	0	0	0%	\$0	\$0			0%	\$0
10	0	0	0	0	0%	\$0	\$0			0%	\$0
View additional rows by selecting the "+" to the left.											
Total Net Salaries and Wages							\$112,475				\$112,475
Staff Benefits (Specify %)					72%		\$81,133				\$81,133
I. Total Personnel Expenses							\$193,608				\$193,608
II. Total Operating Expenses (List in Narrative)							\$137,882				\$137,882
III. Total Capital Expenses (List in Narrative)							\$0				\$0
IV. Indirect Expenses (List in Narrative)											
1. Internal (Specify %)					2%		\$1,314				\$1,314
2. External (Specify %)					0%		\$0				\$0
IV. Total Indirect Expenses (List in Narrative)							\$1,314				\$1,314
V. Total Other Expenses (List in Narrative)							\$0				\$0
Budget Grand Total							\$332,804		\$0		\$332,804

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above. HCPFC staffing is limited to a Public Health Nurse Supervisor, Public Health Assistant, Fiscal Support Staff, and Administrative Support Staff.

Darica Blackdeer-Lent, Deputy Director of SPS
Authorized HCPFC Signor Name, Title

Darica Blackdeer-Lent 11-01-2024
Signature Date



Health Care Program for Children in Foster Care

Administrative Budget Narrative		County/City Name:	Fiscal Year:
		Inyo	2024-25
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
Due to the increase in administrative requirements of this program, we have increased personnel with case management staff to assist the Public Health Nurse with the reporting requirements. We have also added fiscal staff to process expenses, budget and claims. This budget also includes funding for the Deputy Director to supervise the nurse.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
Due to the increase in administrative requirements of this program and the need for additional personnel, the operating expenses have been increased. These expenses include: office supplies, rent, utilities, motorpool and professional services.			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
There are no projected capital expenses.			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:	Internal indirect expense is public liability insurance.		
External:	There are no projected external indirect expenses.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
There are no projected other expenses.			

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above.

Darcia Blackdeer-Lent, Deputy Director of SPS

Authorized HCPFC Signor Name, Title

Signature

Date

Darcia Blackdeer-Lent 11.01.2024



Health Care Program for Children in Foster Care

Budget Summary							County/City:			Fiscal Year:					
							Inyo			2024-25					
Funding Source:	Base			PMM&O			Caseload Relief			County/City-Federal			Administrative		
A	B	C	D	B	C	D	B	C	D	B	C	D	B	C	D
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	\$12,000	\$12,000	\$0	\$14,634	\$14,634	\$0	\$4,644	\$4,644	\$0	\$0	\$0	\$0	\$193,608		\$193,608
II. Total Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$137,882		\$137,882
III. Total Capital Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
IV. Total Indirect Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$1,314		\$1,314
V. Total Other Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Budget Grand Total	\$12,000	\$12,000	\$0	\$14,634	\$14,634	\$0	\$4,644	\$4,644	\$0	\$0	\$0	\$0	\$332,804		\$332,804
E	F	G	H	F	G	H	F	G	H	F	G	H	F	G	H
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced
State/County Funds	\$3,000	\$3,000	\$0	\$3,659	\$3,659	\$0	\$1,161	\$1,161	\$0	\$0	\$0	\$0	\$166,402		\$166,402
Federal Funds (Title XIX)	\$9,000	\$9,000	\$0	\$10,976	\$10,976	\$0	\$3,483	\$3,483	\$0	\$0	\$0	\$0	\$166,402		\$166,402
Budget Grand Total	\$12,000	\$12,000	\$0	\$14,634	\$14,634	\$0	\$4,644	\$4,644	\$0	\$0	\$0	\$0	\$332,804		\$332,804

Darcia Blackdeer-Lent, Deputy Director of SPS
Authorized HCPFC Signor Name, Title

Darcia Blackdeer-Lent 12/12/2024
Signature Date



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 6, 2025

Reference ID:
2025-258

Property Agreement Sale with Amargosa Land Trust DBA Amargosa Conservancy - a Non-Profit Corporation Treasurer-Tax Collector ACTION REQUIRED

ITEM SUBMITTED BY

Christie Martindale, Treasurer-Tax Collector

ITEM PRESENTED BY

Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Approve agreement sale to Amargosa Land Trust DBA Amargosa Conservancy-a non-profit corporation of Assessment Number 0463601900 for a minimum of \$6,675.00, subject to the accrual of additional penalties, interest, and costs prior to the agreement becoming effective.

BACKGROUND / SUMMARY / JUSTIFICATION:

Pursuant to Section 3791.4 of the California Revenue & Taxation Code, when a residential or vacant property has been Tax Defaulted for 5 years or more, that property may, with the approval of the Board of Supervisors of the County in which it is located, be purchased by a Non-Profit Organization, provided that: "(2) In the case of vacant property, the nonprofit organization shall construct residential dwellings on the property and sell or rent the property to low-income persons, otherwise use the property to serve low-income persons, or dedicate the vacant property to public use."

Amargosa Land Trust DBA Amargosa Conservancy has applied to enter the Agreement Sale to preserve the open space due to the presence of the endangered species, the Amargosa Vole (*Microtus Californicus Scirpensis*) as well as the rare plant, Tecopa's Bird's Beak (*Chloropyron Tecopense*). A secondary benefit is to recover the amount of delinquent taxes due on the parcel. As a Teeter County, we have already distributed the tax revenues due to the recipients. The parcel in question was approved for sale in the Treasurer-Tax Collector's 2024 Tax Auction, but was pulled from the auction due to Amargosa Land Trust's objection to the sale accompanied by their application to purchase the parcel.

FISCAL IMPACT:

Current Fiscal Impact	The anticipated sale price is \$6,675.00		
Future Fiscal Year Impacts			
N/A			
Additional Information			

The county has adopted the Teeter Plan of property tax apportionment. This means the anticipated property tax for this property has already been apportioned to the various agencies in the tax district. The sale of this property to the Amargosa Conservancy will return these funds to the county.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may approve or reject the sale. If the Sale by Agreement is not approved, the parcel in question will be added to the list of properties to be offered, pending approval, at the next Tax Auction held by the Treasurer-Tax Collector. If this course of events takes place, Amargosa Land Trust may object to the sale again, leading the Treasurer-Tax Collector to ask the Board's approval of the same Agreement Sale in the future.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Amargosa Conservancy

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Highest and Best use of Property

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Christie Martindale	Created/Initiated - 4/16/2025
Darcy Israel	Approved - 4/16/2025
Christie Martindale	Approved - 4/16/2025
John Vallejo	Approved - 4/16/2025
Amy Shepherd	Approved - 4/18/2025
Nate Greenberg	Final Approval - 5/1/2025

ATTACHMENTS:

1. Objection to Sale Letter & Purchase Application
2. Form 8-15
3. Form 8-16
4. Articles of Incorporation



2021 BOARD OF DIRECTORS

Officers: President: Ashley Lee, Vice President: Patrick Donnelly Secretary: Bill Neill, Treasurer: Naomi Fraga.
Members: John Hiatt, Laura Crane, Chris Clarke, Chris Roholt, Russell Scofield, Barbara Zimmermann
Co-Founder: Bill Christian
Executive Director – Mason Voehl

Inyo County
FEB - 8 2024
Treasurer
Tax Collector

February 6, 2024

County of Inyo
Attn: Carolynn Phillips
Assistant Treasurer-Tax Collector
P.O. Drawer 0
Independence, CA 93526-0614

RE: Objection Letter & Chapter 8 Application to Purchase Tax Defaulted Property

Dear Ms. Phillips,

The Amargosa Land Trust, a non-profit 501[c][3] organization, DBA the Amargosa Conservancy would like to purchase a property under Chapter 8 of the California Revenue and Taxation Code. This letter is to serve as our official objection to the public sale of the tax-defaulted property with APN 0463601900.

Enclosed please find:

- I. Application to Purchase Tax Defaulted Property [Form SCO 8-16 [2017]]
- II. Copy of our Articles of Incorporation
- III. Mission Statement and Purpose of the Acquisition

Please contact Vice President Patrick Donnelly at 775 990-9332 or Board Member Chris Roholt at 951 897-2216 to request any additional required documentation or respond to questions..
Thank you.

Respectively,

Ashley Lee
President of the Board

APPLICATION TO PURCHASE TAX DEFAULTED PROPERTY

This application must be completed by an eligible purchasing entity to commence purchase of tax defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation accordingly. Prior to purchase approval the county may require the applicant submit additional information or documentation. **Completion of this application does not guarantee purchase approval.**

For county use only:

1. Date application received: (date) 2. If applicable, date written objection to Chapter 7 tax sale was received: (date)

Applicant must complete Sections A through D.

A. Purchaser Information

1. Name of organization: Amargosa Land Trust DBA Amargosa Conservancy
2. Corporate structure:
- ☒ Nonprofit organization ☐ Public Agency (please select type of public agency)
- ☐ A taxing agency, revenue district, or special district
- ☐ The State or County

B. Property Status and Use Information

1. Is the parcel currently approved for a Chapter 7 tax sale as of the date of this application?

☒ Yes ☐ No

If yes, a written objection must be included with the application. If a written objection was submitted to the county prior to application, what is the date of the objection? (date of objection)

2. The purpose of the purchase: (check one box only)

☐ For low income housing ☐ To otherwise serve low income persons

☐ To preserve open space ☐ To preserve a lien

☒ For public purpose: (describe public purpose)

C. Property Information

Provide the following information. (If more space is needed exhibits may be attached)

1. County where the parcel(s) is located: (county) Inyo County
2. Assessor's Parcel Number (APN): (list all APNs for purchase with this application):

0463601900

D. Acknowledgement

Identification and signature of the purchasing entity's authorized officer:

Print Name

Ashtley Lee

Print Title

President

Authorized Signature



Date

02/05/24



2021 BOARD OF DIRECTORS

Officers: President: Ashley Lee, Vice President: Patrick Donnelly Secretary: Bill Neill. Treasurer: Naomi Fraga.

Members: John Hiatt, Laura Crane, Chris Clarke, Chris Roholt, Russell Scofield, Barbara Zimmermann

Co-Founder: Bill Christian

Executive Director – Mason Voehl

Mission Statement and Purpose of Acquisition

Our Mission: “Working toward a sustainable future for the Amargosa Basin through Science, Stewardship, and Advocacy”.

Purpose and Intended Use: This vacant parcel is a critical element of the aquatic resource and acquisition will ensure that it remains vacant for public purposes. The property is a mixture of saline upland and alkali marsh habitat. This provides habitat for several rare and important species on-site. Furthermore, as a conduit for significant water flows, the property ensures the protection and maintenance of important aquatic and associated resources and habitats just downstream. So protection of both the on-site and downstream attributes would serve important public purposes, including general related recreation use.

The Amargosa Conservancy works toward a sustainable future for the Amargosa River and Basin through science, stewardship, and education.

A 501c3 Non-Profit Corporation, EIN 87-0748171

2684377



SECRETARY OF STATE



I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC - 1 2004



Kevin Shelley
Secretary of State

2684377

ARTICLES OF INCORPORATION
OF
AMARGOSA LAND TRUST
a California nonprofit public benefit corporation

ARTICLE I

The name of this corporation is:

AMARGOSA LAND TRUST.

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

NOV 28 2004

ARTICLE II

KEVIN SHELLEY
Secretary of State

- A. The corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for public and charitable purposes. This organization is organized to 1) accept donations of real property interests such as desert land, ranch and farm land, open space, mining property, scenic and conservation easements and riparian and natural lands habitat with the intent of protecting them in perpetuity, 2) purchase real property interest such as real property interests such as desert land, ranch and farm land, open space, mining property, scenic and conservation easements and riparian and natural lands habitat with the intent of protecting them in perpetuity, and 3) educate the public as to the value of these lands. Additionally, the corporation may engage in any activities that are reasonably related to or in furtherance of its stated charitable purposes, or any other charitable activities.
- B. The corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code").
- C. In furtherance of its purpose, the corporation shall have all the general powers enumerated in Sections 5140 and 5141 of the California Nonprofit Public Benefit Corporation Law, as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

ARTICLE III

The name and address in the State of California of the corporation's initial agent for service of process is:

Susan Scarells
P.O. Box 67
Shoshone, CA 92384

ARTICLE IV

- A. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, (except as otherwise permitted by Section 501(h) of the Code and in any corresponding laws in the State of California), and the corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.
- B. During such period, or periods of time, if any, as the corporation is treated as a "private foundation" pursuant to Section 509 of the Code, the directors must distribute the corporation's income at such time and in such manner so as not to subject the corporation to tax under Section 4942 of the Code, and the corporation is prohibited from engaging in any act of self-dealing (as defined in Section 4941(d) of the Code), from retaining any excess business holdings (as defined in Section 4943(c) of the Code) which would subject the corporation to tax under Section 4943 of the Code, from making any investments or otherwise acquiring assets in such manner so as to subject the corporation to tax under Section 4944 of the Code, from retaining any assets which would subject the corporation to tax under Section 4944 of the Code if the directors have acquired such assets, and from making any taxable expenditures (as defined in Section 4945(d) of the Code).
- C. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not directly or indirectly carry on any other activity which would prevent it from obtaining exemption from federal income taxation as a corporation described in Section 501(c)(3) of the Code, or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE V

The property of the corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code.

ARTICLE VI

This corporation shall have no members.

Dated: August 27, 2004


Jeanne L. Richard, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my word and deed.

1080998 LDOC



AGREEMENT TO PURCHASE TAX DEFAULTED PROPERTY (NONPROFIT)

This agreement is made this Twenty-Ninth day of April, 2025 by and between the Inyo County Board of Supervisors and Amargosa Land Trust dba Amargosa Conservancy, a nonprofit corporation organized in accordance with provisions of California law. The County ("*SELLER*"), subject to the State Controller's approval, does hereby agree to sell to the nonprofit corporation ("*PURCHASER*") the real property described in Exhibit 'A' of this agreement.

As set forth in Purchaser's Articles of Incorporation within Exhibit 'B' of this agreement, the *PURCHASER* is formed, among other purposes, for the purpose of dedication of vacant land to public use and conservation, pursuant to the provisions of Division 1, Part 6, Chapter 8 of the California Revenue and Taxation Code.

The real property situated within said county, hereinafter set forth and described in Exhibit 'A' of this agreement, is tax defaulted and is subject to the power of sale by the tax collector of said county for the nonpayment of taxes.

The *PURCHASER* agrees to pay the sum of \$6,675.00 and which is tendered in the form of certified funds with this document.

In consideration of the mutual promises herein set forth, the parties mutually agree as follows:

Any violations of the terms and conditions of this agreement shall constitute an event of default.

Use by Low Income Persons. Low income persons are defined in Health and Safety Code section 50093. **The property may not be transferred, sold, leased, rented, or made use of by persons who do not qualify as low income persons as defined by Health and Safety Code section 50093.**

Approval by the State Controller. California Revenue and Taxation Code section 3795 requires this agreement to be submitted to and approved by the California State Controller before it becomes final. This agreement is not in effect until the California State Controller's authorization is received and the noticing process is complete.

Purchase and Evidence of Title. Within 21 days from the effective date of this agreement, the *PURCHASER* agrees to pay a sum sufficient to redeem the delinquent property taxes pursuant to California Revenue and Taxation Code section 3793.1(a) or a reduced price in accordance with section 3793.1(b). The approval and notice process will determine the effective date of the sale and the final purchase price. The *PURCHASER* agrees to pay \$6,675.00 for the properties described in Exhibit A. Payment shall be in cash or certified funds payable to the Inyo County Tax Collector. Upon receipt of said sums by the Tax Collector, the Tax Collector shall execute and record a deed conveying the title to said property to *PURCHASER* and after recordation the deeds will be returned to the purchaser by the County Clerk/Recorder.

☐ Intent of Use. The public purpose and specified intent of use set forth by the PURCHASER for the purchased property is as follows: preservation of open space and conservation of endangered species. See Exhibit A.

☐ Code Compliance. The PURCHASER shall maintain any existing structures and ensure compliance with all applicable county code provisions (e.g., substandard housing, building, and zoning). Within six months of transfer of title, the PURCHASER shall remediate any outstanding code violations and correct and repair any dangerous, unsightly, or blighted condition which reduces the aesthetic and property values in the neighborhood, is offensive to the senses, or is detrimental to the health, safety, and welfare of the public. Within six months of transfer of title, the PURCHASER shall also remove overgrown, diseased, dead, or decayed trees, weeds, or other vegetation, exterior trash, debris, junk, rubbish, graffiti, and abandoned and/or inoperable vehicles. The PURCHASER shall also ensure the property and all building entry points including doorways, windows, or other openings are closed, maintained, or secured to prevent entry by persons or animals. The property shall be fenced if appropriate.

☐ Contractors. The PURCHASER will ensure that the contractor building or rehabilitating the housing is a licensed general contractor in good standing with the California Contractor State Licensing Board, and a member of the development team. The contractor shall have constructed or rehabilitated, as appropriate to the Chapter 8 request, at least two residential dwellings listing their dates of completion and their complete addresses. The contractor shall not be a member of the board of the nonprofit corporation.

☐ Current Incorporation. The PURCHASER shall be currently incorporated and shall provide a copy of its articles of incorporation filed with the Secretary of State, stating that the organization is incorporated for at least one of the purposes specified in the California Revenue and Taxation Code section 3772.5(b). See Exhibit B.

☐ Non-discrimination. The PURCHASER shall not discriminate in the selection of low-income persons because of color, race, creed, national origin, religion, gender, sexual orientation, age, or physical or mental handicap in accordance with Title VI of the Civil rights Act of 1964 (42 U.S.C. section 2000D), the Americans with Disabilities Act (42 U.S.C. section 12131 et seq.), and all other applicable laws and regulations prohibiting discrimination. Purchaser shall include this nondiscrimination provision in all contracts for services in the construction, rehabilitation and sale of the property related to this agreement.

☐ Default: The PURCHASER shall fully comply with the terms and conditions of this agreement. The following shall constitute events of default to the purchase agreement:

☐ Any violation of the terms and conditions of this agreement;

☐ Transfer and/or lease of the property to a person who does not qualify as a low-income person as defined in Health and Safety Code section 50093;

☐ In the event that a petition of bankruptcy shall be filed by or against the PURCHASER, and the petition has not been dismissed or discharged within 180 days of its filing;

☐ Failure to maintain the property improvements and the property to the minimum housing standards of the County, to keep the property free from any accumulation of debris, waste materials and/or to maintain all landscaping in a healthy condition;

☐ Failure to complete the rehabilitation of construction of the residential dwelling(s) on the property within the reasonable period of time as agreed upon in the purchase agreement.

☐ Breach: In the event the PURCHASER is in default, the SELLER shall give written notice of default to the PURCHASER specifying the event of default. The PURCHASER must commence to cure, correct, or remedy the default within five days of receipt of notice of default and must fully cure, correct, or remedy the default within 30 days of receipt of notice of default.

If the PURCHASER does not cure the default the PURCHASER shall take one of the following actions:

☐ Transfer the property to a different Nonprofit Organization that qualifies pursuant to California Revenue and Taxation Code section 3772.5 and that is agreed to by the SELLER;

☐ Transfer the property to the SELLER at the sole discretion of the SELLER;

☐ At the sole discretion of the SELLER, the SELLER may permit the PURCHASER to sell the property for costs incurred to a new PURCHASER (including a for-profit entity) that agrees to continue the completion of the rehabilitation or construction of residential dwellings on the property to low-income person as outlined in the Terms and Conditions of the Agreement.

In the event of transfer of the property as a result of inability to fully cure default, the PURCHASER shall relinquish any claim to the property without any compensation or refund. The PURCHASER shall pay any and all costs required to cure a default including the transfer of property.

In addition to any other rights or remedies, the SELLER may Institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of the purchase agreement. Such legal action must be instituted in the Superior Court of Inyo County.

☐ No Representation. The SELLER makes no representation concerning the condition of title to the subject property. The SELLER does not warrant title to the property or make any representations concerning the title. Additionally, the SELLER makes no representation concerning the physical condition of the subject property and the PURCHASER acknowledges that it is not relying upon any statements or representations of the SELLER concerning the subject property and is purchasing the subject property in its 'as is' condition.

☐ Other Expenses: The PURCHASER shall pay the other expenses in addition to the purchase price of the property, including but not limited to: the cost of giving notice of the notice of agreement, the cost of publishing or posting the notice of agreement, the cost of proceeding to obtain a clear title to the property, and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the property.

Real Property Taxes, Fiscal Year 2025-2026: The purchase price does not include the property taxes for Fiscal Year 2025-2026. The PURCHASER shall be responsible for payment in full of the Fiscal Year 2025-2026 property taxes for the property in addition to the purchase price.

Treated as a Single Transaction: The SELLER shall sell the property listed in Exhibit A as a single transaction to the PURCHASER in consideration of the receipt of the payments in listed in this agreement.

Redemption: If any of the properties listed in Exhibit A are redeemed prior to the effective date of this agreement, this agreement shall be null and void as to that property. Notwithstanding the foregoing, the agreement shall be binding and shall remain in full force and effect with respect to any remaining property.

Void/Incomplete Purchase: This agreement shall become null and void and the right of redemption restored upon the failure of the PURCHASER to comply with the terms and conditions of this agreement prior to the tax deed recordation. The PURCHASER will be required to reimburse the Tax Collector for the costs for producing notice, publication, and actual costs incurred for preparing and conducting the Chapter 8 agreement sale if these expenses have already been incurred.

Indemnity: The PURCHASER shall indemnify the SELLER from and against any and all liability, loss, costs, damages, attorney's fees, and other expenses which the SELLER may sustain or incur by reasons of a challenge to validity of the tax default sale of the property described in Exhibit A. Pursuant to California Revenue and Taxation Code section 3809, a proceeding based on alleged invalidity or irregularity of any proceeding instituted can only be commenced within one year after the date of execution of the Tax Collector's deed.

Environmental Condition of Property. The property acquired pursuant to this agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The SELLER in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the property is in compliance with federal, state, or local laws governing such substances. The SELLER in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the PURCHASER or any other owner to remediate, clean up, or otherwise bring into compliance according to federal, state, or local environmental laws property purchased.

CERCLA. The SELLER and the PURCHASER agree that under United States Code, title 42, section 9601(20,d), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments from clean up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, the PURCHASER shall defend, indemnify, and hold harmless the SELLER, its board of supervisors, officers, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that the SELLER and/or the SELLER's officers, directors, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any property purchased under this agreement into compliance with deferral, state, or local environmental laws.

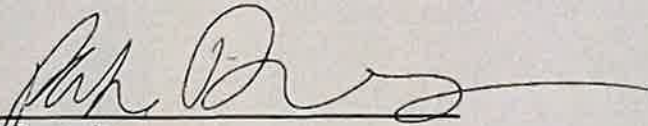
This document is being executed in counterpart, each of which constitutes an original.

ATTEST: INYO COUNTY BOARD OF SUPERVISORS:

By _____
Chairman

Date _____

Attest: Amargosa Land Trust dba Amargosa Conservancy
A California Corporation

By 
Patrick Donnelly
Vice President

Date 09-27-24

Pursuant to the provisions of California Revenue and Taxation Code section 3795, the foregoing agreement on this ____ day of _____, _____ is approved.

MALIA M. COHEN, CALIFORNIA STATE CONTROLLER

By _____

APPLICATION TO PURCHASE TAX DEFAULTED PROPERTY

This application must be completed by an eligible purchasing entity to commence purchase of tax defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation accordingly. Prior to purchase approval the county may require the applicant submit additional information or documentation. **Completion of this application does not guarantee purchase approval.**

For county use only:

1. Date application received: (date) 2. If applicable, date written objection to Chapter 7 tax sale was received: (date)

Applicant must complete Sections A through D.

A. Purchaser Information

1. Name of organization: Amargosa Land Trust dba Amargosa Conservancy

2. Corporate structure:

☒ Nonprofit organization

☐ Public Agency (please select type of public agency)

☐ A taxing agency, revenue district, or special district

☐ The State or County

B. Property Status and Use Information

1. Is the parcel currently approved for a Chapter 7 tax sale as of the date of this application?

☐ Yes ☒ No

If yes, a written objection must be included with the application. If a written objection was submitted to the county prior to application, what is the date of the objection? (date of objection)

2. The purpose of the purchase: (check one box only)

☐ For low income housing

☐ To otherwise serve low income persons

☒ To preserve open space

☐ To preserve a lien

☐ For public purpose: (describe public purpose)

C. Property Information

Provide the following information. (If more space is needed exhibits may be attached)

1. County where the parcel(s) is located: (county) Inyo

2. Assessor's Parcel Number (APN): (list all APNs for purchase with this application):

0463601900

D. Acknowledgement

Identification and signature of the purchasing entity's authorized officer:

Patrick Donnelly
Print Name

Vice President
Print Title

[Signature]
Authorized Signature

09/13/2024
Date

2684377



SECRETARY OF STATE



I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC - 1 2004



Kevin Shelley
Secretary of State

2684377

ARTICLES OF INCORPORATION
OF
AMARGOSA LAND TRUST
a California nonprofit public benefit corporation

ARTICLE I

The name of this corporation is:

AMARGOSA LAND TRUST.

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

NOV 28 2004

ARTICLE II

KEVIN SHELLEY
Secretary of State

- A. The corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for public and charitable purposes. This organization is organized to 1) accept donations of real property interests such as desert land, ranch and farm land, open space, mining property, scenic and conservation easements and riparian and natural lands habitat with the intent of protecting them in perpetuity, 2) purchase real property interest such as real property interests such as desert land, ranch and farm land, open space, mining property, scenic and conservation easements and riparian and natural lands habitat with the intent of protecting them in perpetuity, and 3) educate the public as to the value of these lands. Additionally, the corporation may engage in any activities that are reasonably related to or in furtherance of its stated charitable purposes, or any other charitable activities.
- B. The corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code").
- C. In furtherance of its purpose, the corporation shall have all the general powers enumerated in Sections 5140 and 5141 of the California Nonprofit Public Benefit Corporation Law, as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

ARTICLE III

The name and address in the State of California of the corporation's initial agent for service of process is:

Susan Sorrells
P.O. Box 67
Shoshone, CA 92384

ARTICLE IV

- A. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, (except as otherwise permitted by Section 501(h) of the Code and in any corresponding laws in the State of California), and the corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.
- B. During such period, or periods of time, if any, as the corporation is treated as a "private foundation" pursuant to Section 509 of the Code, the directors must distribute the corporation's income at such time and in such manner so as not to subject the corporation to tax under Section 4942 of the Code, and the corporation is prohibited from engaging in any act of self-dealing (as defined in Section 4941(d) of the Code), from retaining any excess business holdings (as defined in Section 4943(c) of the Code) which would subject the corporation to tax under Section 4943 of the Code, from making any investments or otherwise acquiring assets in such manner so as to subject the corporation to tax under Section 4944 of the Code, from retaining any assets which would subject the corporation to tax under Section 4944 of the Code if the directors have acquired such assets, and from making any taxable expenditures (as defined in Section 4945(d) of the Code).
- C. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not directly or indirectly carry on any other activity which would prevent it from obtaining exemption from federal income taxation as a corporation described in Section 501(c)(3) of the Code, or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE V

The property of the corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Code.

ARTICLE VI

This corporation shall have no members.

Dated: August 27, 2004


Jephe L. Richard, Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my word and deed.

10802998.LDOC





INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 6, 2025

Reference ID:
2025-242

Update on "Carrier of Last Resort" Telecommunications Legislation

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Supervisor Jeff Griffiths

RECOMMENDED ACTION:

Receive an update from Supervisor Griffiths on Assembly Bill 470, pertaining to landline telephone services provided by "Carriers of Last Resort."

BACKGROUND / SUMMARY / JUSTIFICATION:

California State Assemblymember Tina McKinnor has introduced Assembly Bill 470 to automatically relieve any telecommunications provider of its "Carrier of Last Resort" (COLR) landline obligations by simply sending notice to the California Public Utilities Commission that it currently has no customers or population in a census block or that the census block is "well-served" by other voice services as defined by the COLR. Inyo County has taken an official opposition stance on the bill, which would in particular create detrimental impacts on some of the county's more isolated communities - including the disabled, elderly, and economically disadvantaged residents that call those areas home and currently rely almost exclusively on landline telecommunications service.

It has been this Board's position (see attached opposition letter) that the bill establishes a process wholly outside any oversight and approval framework, gifting for-profit companies with financial incentives to make self-interested findings and to be the sole arbiters to the truth and accuracy of that information. AT&T currently has an application before the CPUC asking for targeted relief from its COLR obligation, which, if approved, would cause particular hardship and harm to the 1,000-plus residents of Southeast Inyo County and 1.7 million annual visitors to Death Valley National Park – where cell phone and Internet service are notoriously unreliable, especially during times of crisis or natural disaster (see second attached letter). AB 470 will make it especially easy for AT&T to abandon its obligations based on its own findings.

Supervisor Griffiths, who has testified before the CPUC in opposition to AT&T's application and advocated to the State Senate, will provide an update on the application and legislation.

FISCAL IMPACT:

There are no fiscal impacts associated with this report.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

N/A

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Darcy Israel	Created/Initiated - 5/1/2025
Darcy Israel	Approved - 5/1/2025
Nate Greenberg	Final Approval - 5/1/2025

ATTACHMENTS:

1. Inyo County Opposes AB 470 04.02.25
2. Inyo County Opposes AT&T CPUC Application 02.14.24



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



April 2, 2025

The Honorable Tina McKinnor
Member, California State Assembly
1021 O Street, Suite 5520
Sacramento, CA 95814

RE: Assembly Bill 470 – OPPOSE
As Amended March 17, 2025

On behalf of Inyo County, we regretfully oppose your Assembly Bill 470, which would allow a Carrier of Last Resort (COLR) provider to abandon essential responsibilities and leave large swaths of the most vulnerable Californians without reliable and affordable access to basic telephone service.

As an advocate for the well-being of our constituents and visitors, the Inyo County Board of Supervisors believes that AB 470 would have detrimental impacts on some of our more isolated communities – including the disabled, elderly, and economically disadvantaged residents that call those areas home and currently rely almost exclusively on land-line telecommunications service. AB 470 could cause particular hardship and harm to the 1,000-plus residents of Southeast Inyo County and 1.7 million annual visitors to Death Valley National Park – where cell phone and Internet service are notoriously unreliable, especially during times of crisis or natural disaster.

AB 470 automatically relieves any provider of its COLR obligations when it sends notice to the CPUC stating that it currently has no customers or population in a census block and concludes it is no longer a COLR provider for that area. Additionally, a COLR provider is also relieved of its responsibilities under the law in census blocks that the provider states are "well served" by other voice services as defined by the COLR provider. The mere notification by the COLR provider that it meets these requirements relieves it of the designation and rate requirements. This bill establishes a process wholly outside any oversight and approval framework, gifting for-profit companies with financial incentives to make self-interested findings and to be the sole arbiters to the truth and accuracy of that information.

Moreover, the customer challenge process outlined in AB 470 is also outside of any neutral venue, like the CPUC. Given the COLR's notice to the CPUC is automatically deemed approved, any successful customer challenge is a farce. AB 470 limits *successful* customer challenges to two years of continued service and makes no guarantees that any service will be available to the customer following that time period given the lack of COLR protections.

The CPUC's core function is to balance procedures and safeguards to protect consumers as well as ensure the provision of safe, reliable utility and infrastructure at reasonable rates. The well-being and safety of our communities depends on maintaining access to reliable telecommunications services, particularly during times of crisis. AB 470 puts the industry's interests ahead of the needs of some of the most disadvantaged Californians and will interfere with the ability to reach emergency services, receive evacuation notices or simply call a friend or family member for help.

We support the evolution to more advanced technologies that provide reliability, redundancy and ubiquitous access to connectivity, for both internet and voice service. However, AB 470 does not provide a transition process for communities to receive these modern telecommunications and instead is a process for companies to abandon essential services at the cost of public safety and consumer safeguards.

As we embark on another wildfire season, those in fire prone areas continue to have the ability to receive evacuation notices and safety instructions, even when power is lost, through their plain old telephone lines. Shifting to modern technologies must be done through a collaborative effort with communities and the state to ensure that companies are held accountable, and California residents never lose the ability to connect with the outside world.

For these reasons, we oppose AB 470.

Sincerely,

A handwritten signature in blue ink that reads "Scott Marcellin". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Chairperson Scott Marcellin
Inyo County Board of Supervisors

cc: Members of the Assembly Communications and Conveyance Committee
Assemblymember David Tangipa
Tracy Rhine, Senior Policy Advocate, Rural County Representatives of California



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



February 14, 2024

California Public Utilities Commission
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

RE: Opposition to AT&T Application for Targeted Relief from Carrier of Last Resort Obligation (App. 23-03-003)

Dear CPUC Public Advisor's Office:

On behalf of the County of Inyo, I write to express our strong opposition to AT&T's application for targeted relief from its Carrier of Last Resort (COLR) obligation (Application 23-03-003).

As an affected jurisdiction and advocate for the well-being of our constituents and visitors, Inyo County believes that approving such a request would have detrimental impacts on some of our more isolated communities – including the disabled, elderly, and economically disadvantaged residents that call those areas home and currently rely almost exclusively on land-line telecommunications service.

In addition to causing hardship for the 1,000-plus residents of Southeast Inyo County and 1.7 million annual visitors to Death Valley National Park – where cell phone and Internet service are notoriously unreliable – AT&T's request also raises significant safety concerns for these communities that have historically been at risk for natural disasters.

Inyo County's various concerns are outlined in more detail below:

- **Critical Role of POTS in Emergencies:** During emergencies, such as natural disasters or power outages, reliable access to 9-1-1 and 2-1-1 services is essential for both customers and first responders. Plain Old Telephone Service (POTS) remains the most reliable communication tool in ensuring public safety. It provides a crucial safety net, allowing individuals to receive alerts and notifications promptly.
- **Limited Options for Rural Customers:** Rural communities already face challenges in accessing quality, affordable telecommunications services. Granting AT&T relief from COLR obligations would further limit the market options for these customers, depriving them of the opportunity to choose services that suit the unique needs of their communities.
- **Lack of Regulatory Treatment and Consumer Protections:** The alternative technologies proposed by AT&T do not currently have commensurate regulatory treatment or consumer protections. This raises concerns about the reliability and quality of these alternatives, especially in high-threat fire districts where continuous access to services like cell phones or Voice over Internet Protocol (VoIP) may be questionable.

- **Vulnerability of Certain Populations:** AT&T's request fails to consider the impact on vulnerable populations, such as the elderly, disadvantaged, or those with limited resources. These individuals may not have the means to transition seamlessly to alternative services, putting their safety and well-being at risk.
- **Uncertainty of Telecommunications Options:** If a replacement provider decides to discontinue services or maintenance in the future, communities may be left without any viable telecommunications options. This uncertainty poses a significant threat to the connectivity and communication needs of our residents and businesses.
- **Importance of Resilient Communications Service:** It is crucial for customers to retain the option of resilient communication services like POTS, especially in areas prone to emergencies. POTS remains a dependable and consistent means of communication during critical situations.
- **Call for Uniform Standards:** Any decision regarding COLR relief should only be considered after ensuring the widespread availability of alternatives with uniform, technologically neutral minimum service quality standards comparable to those of POTS.

It is essential for customers to retain, at their option, resilient communications services such as POTS. COLR relief should not be granted without securing widespread alternatives with uniform, technologically neutral minimum service quality standards.

Inyo County strongly urges the CPUC to reject AT&T's application for relief of Carrier of Last Resort obligations. The well-being and safety of our communities depend on maintaining access to reliable telecommunications services, particularly during times of crisis. Thank you for your attention to this matter.

I trust that you will carefully consider the potential repercussions for our communities before making any decisions.

Sincerely,



Matt Kingsley, Chairperson
Inyo County Board of Supervisors

cc: Assemblymember Jim Patterson
Senator Marie Alvarado-Gil
California Public Utilities Commission
Rural County Representatives of California