



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

### Regular Meeting September 3, 2019

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#### TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

***UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.***

9:00 AM Call meeting to Order

Pledge of Allegiance

#### 1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board.  
(Speakers may be limited in speaking time dependent upon the press of business)

and number of persons wishing to address the Board.)

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

**4. DEPARTMENT/COMMISSION REPORTS**

**5. CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

**A. Board Minutes**

Departments: Clerk of the Board

Approval of the minutes from the regular meeting on August 6, 2019.

**Recommended Action:** Approve the minutes from the regular meeting on August 6, 2019.

**Fiscal Impact:** None.

**B. Board Minutes**

Departments: Clerk of the Board

Approval of the minutes from the special meeting on August 12, 2019.

**Recommended Action:** Approve the minutes from the special meeting on August 12, 2019.

**Fiscal Impact:** None.

**C. Board Minutes**

Departments: Clerk of the Board

Approval of the minutes from the regular meeting on August 13, 2019.

**Recommended Action:** Approve the minutes from the regular meeting on August 13, 2019.

**Fiscal Impact:** None.

**D. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the regular meeting held on August 20, 2019.

**Recommended Action:** Approve minutes of the regular meeting held on August 20, 2019.

**Fiscal Impact:** None.

**E. Women, Infants and Children (WIC) 2019-2022 Contract**

Departments: Public Health

Proposed Standard Agreement #19-10162 with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program from October 1, 2019-September 30, 2022.

**Recommended Action:** Approve County entry into proposed agreement and authorize Board Chairman to execute said contract on behalf of the County by signing 2 original copies of the Standard Agreement #19-10162 (Form STD 213). Additionally, provide authorization for the Public Health Director to sign future amendments for Agreement #19-10162 that shift funds between budget categories without changes to the grant allocation.

**Fiscal Impact:** There is no fiscal impact to the General Fund. This program supports 1.64 full-time equivalents and pays for direct and indirect program-related expenditures. The Projected Budget for the Mono County WIC Program is \$275,726 for each of the next federal fiscal years, for a combined total of \$827,178.

**F. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 7/31/2019.

**Recommended Action:** Approve the Treasury Transaction Report for the month ending 7/31/2019.

**Fiscal Impact:** None.

**G. Appointment of Supervisor Kreitz to Mammoth Lakes Housing Board**

Departments: Clerk of the Board

Appointment of Supervisor Jennifer Kreitz to the Mammoth Lakes Housing Board, to replace Supervisor Stacy Corless.

**Recommended Action:** Appoint Supervisor Kreitz to the Mammoth Lakes Housing board.

**Fiscal Impact:** None.

**H. Medication Assisted Treatment Expansion Project MOU**

Departments: Sheriff / Behavioral Health

Proposed Memorandum of Understanding between the Sheriff's Office and Health Management Associates.

**Recommended Action:** Approve County entry into proposed California Medication Assisted Treatment (MAT) Expansion Project Memorandum of Understanding (MOU) with Health Management Associates and authorize Sheriff Ingrid Braun to execute the MOU on behalf of the County.

**Fiscal Impact:** There is no impact to the general fund and no match required for this grant. Granted funds of \$25,000 are for the purpose of expanding access to MAT in the County Jail.

**I. 2019-2020 Medi-Cal County Inmate Program Agreement**

Departments: Sheriff

Proposed agreement with California Department of Health Care Services pertaining to the Medi-Cal County Inmate Program.

**Recommended Action:** Approve and authorize the Board Chair to sign an agreement with the California Department of Health Care Services (DHCS) for the purpose of participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Year (FY) 2019-2020.

**Fiscal Impact:** Fees paid for administrative costs and payments associated with this program will be paid with General Fund monies budgeted in Jail Medical Services or the Community Corrections Partnership. Administrative costs for FY 2019-2020 are \$65.76. The maximum payable amount under this Agreement shall not exceed \$120,065.76.

**J. Golden State Finance Authority (GSFA) Amended Joint Powers Authority (JPA) Agreement**

Departments: Board of Supervisors

On August 14, 2019, the Board of Directors of the Golden State Finance Authority (GSFA), a Joint Powers Authority of which Mono County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement. The JPA Agreement was last amended and restated in May 2015. The GSFA is requesting that member counties review and approve the proposed changes by adopting a resolution as well as signing the JPA Agreement.

**Recommended Action:** Adopt resolution R19-\_\_\_, Approving proposed revisions to the Golden State Finance Authority Joint Powers Agreement.

**Fiscal Impact:** None.

**K. Letter of Support for the John Muir Trail Foundation Application for the**

**Proposition 68 Wildlife Corridor and Fish Passage Grant**  
Departments: Board of Supervisors

A letter from the Board of Supervisors to the California Department of Fish and Wildlife in support of the the John Muir Trail Foundation's application for the Wildlife Corridor and Fish Passage grant program.

**Recommended Action:** Approve and authorize Chair to sign proposed letter as drafted or as revised.

**Fiscal Impact:** None.

**6. CORRESPONDENCE RECEIVED - NONE**

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

**7. REGULAR AGENDA - MORNING**

**A. Mammoth Lakes Fire Safe Council (MLFSC) Presentation on Request for Funds for Fuels Reduction Project**

Departments: Board of Supervisors

15 minutes (10 minute presentation; 5 minute discussion)

(Matthew Diener) - A presentation by the Mammoth Lakes Fire Safe Council (MLFSC), discussing the correspondence item from the August 6, 2019, Regular Board of Supervisors meeting, in which it requested funds in order to complete the Lakes Basin Hazardous Fuels Reduction Project.

**Recommended Action:** None; informational only.

**Fiscal Impact:** None.

**B. Increase EMS Appropriations for Fiscal Year 2018-19**

Departments: Finance, EMS

15 minutes (5 minute presentation, 10 minute discussion)

Actual EMS spending in Fiscal Year 2018-19 is anticipated to exceed its amended budget by \$210,000. Most of the unanticipated spending in excess of the budget results from overtime and reserve EMT staffing to cover injury related vacancies. This agenda item is to request a transfer from General Fund contingency to increase EMS appropriations for Fiscal Year 2018-19. Requires 4/5ths vote.

**Recommended Action:** Approve transfer from General Fund contingencies to increase appropriations by \$210,000 in EMS.

**Fiscal Impact:** This item corrects an excess appropriations situation in the EMS

budget unit and reduces FY 2018-19 general fund contingencies to a year end balance of \$385,137.

**C. FY 2018-2019 County Audit Engagement Letter**

Departments: Finance

10 minutes (5 minute presentation, 5 minute discussion)

(Janet Dutcher) - This audit engagement letter between the County of Mono and the audit firm of Price Paige & Company, and subject to an existing contract for services entered into on August 1, 2018, establishes an understanding about the audit services to be performed and the responsibilities of each party.

**Recommended Action:** Approve Chair of the Board of Supervisors signature on the Fiscal Year 2018-2019 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company

**Fiscal Impact:** The cost of this audit for Fiscal Year 2018-2019 is \$73,100, which is included in the adopted budget for Fiscal Year 2019-2020.

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**9. CLOSED SESSION**

**A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

**C. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Fiscal and Administrative Services Officer.

**10. BOARD MEMBER REPORTS**

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

**ADJOURN**



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 3, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the minutes from the regular meeting on August 6, 2019.

**RECOMMENDED ACTION:**

Approve the minutes from the regular meeting on August 6, 2019.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">8-6-19 Draft Minutes</a>

**History**

Time	Who	Approval
8/27/2019 12:11 PM	County Administrative Office	Yes
8/26/2019 3:38 PM	County Counsel	Yes
8/26/2019 4:39 PM	Finance	Yes





**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
August 6, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-172 – M19-184</b>
<b>Resolutions</b>	<b>R19-54 – R19-54</b>
<b>Ordinance</b>	<b>ORD19-06 Not Used</b>

9:02 AM Meeting called to Order by Chair Peters.

*Supervisors Present: Corless, Halferty, Peters, and Stump.  
Supervisors Absent: Gardner.*

*Supervisor Halferty attended via teleconference.  
All votes taken by roll call.*

**The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.**

Pledge of Allegiance led by Supervisor Stump.

**Supervisor Stump:**

- Asked to adjourn the meeting in memory of Chris Baitx.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Gordon Martin, Inyo National Forest, District Ranger Mammoth and Mono Lakes:**

- Provided Springs Fire update.
- Accompanied by Caro Messina, Fire Management Officer; Brett (unknown), Incident Commander; and, Michelle Carbonera, Public Information Officer.
- The fire started several days ago from lightning.

- The fire will be managed to accomplish multiple resource objectives.

**Supervisor Corless:**

- There is a placeholder on next week's agenda for everyone to come back and update the Board.

Moved to item 5.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

**CAO Report regarding Board Assignments**

**Dave Wilbrecht, Interim CAO:**

- Spoke of his time at Mono County, the second time around.
- County picnic will be September 18, 2019.

**4. DEPARTMENT/COMMISSION REPORTS - NONE**

**5. CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

**A. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes for the special meeting held on June 23, 2019.

**Action:** Approve the Board minutes for the special meeting held on June 23, 2019, as amended.

**Kreitz moved; Corless seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-172**

**Supervisor Kreitz:**

- Correction: Supervisor Corless was absent.

**B. Board Minutes**

Departments: Clerk of the Board

Approval of the Board minutes for the special meeting held on June 24, 2019.

**Action:** Approve the Board minutes for the special meeting held on June 24, 2019.

**Corless moved; Stump seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-173**

**C. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the special meeting held on June 25, 2019.

**Action:** Approve the minutes of the special meeting held on June 25, 2019, as amended.

**Kreitz moved; Corless seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-174**

**Supervisor Kreitz:**

- Correction: Supervisor Corless was present.

#### **D. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the regular meeting held on July 9, 2019.

**Action:** Approve the minutes of the regular meeting held on July 9, 2019.

**Corless moved; Stump seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-175**

#### **E. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the regular meeting held on July 16, 2019.

**Action:** Approve the minutes of the regular meeting held on July 16, 2019, as amended.

**Kreitz moved; Corless seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-176**

**Supervisor Kreitz:**

- Item 7a, 4<sup>th</sup> bullet, changed to say, "She agrees with Supervisor Stump on the importance of compromise, but doesn't see any data to support the claim that reducing the signage will result in minimizing impacts to the community character and reducing exposure of underage individuals."

#### **F. Board Minutes**

Departments: Clerk of the Board

Approval of minutes of the special meeting held on July 16, 2019.

**Action:** Approve minutes of the special meeting held on July 16, 2019.

**Corless moved; Stump seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-177**

**G. Revised and Restated Mutual Aid Agreement for Fire and Emergency Response**

Departments: EMS

(Chris Mokracek) - On March 19, 2019, the Board approved a Mutual Aid Agreement among the County and the 11 Fire Districts operating within the County (including within the Town of Mammoth Lakes). The Marine Corps Mountain Warfare Training Center (MWTC) Fire Department has since reviewed the Agreement and wishes to also join as a party. The proposed revised and restated agreement makes conforming changes to enable the MWTC to become a party.

**Action:** Approve County entry into Revised and Restated Mutual Aid Agreement and authorize the Board Chair to execute said Agreement on behalf of the County.

**Corless moved; Stump seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-178**

**H. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 6/30/2019.

**Action:** Approve the Treasury Transaction Report for the month ending 6/30/2019.

**Corless moved; Stump seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-179**

**I. Quarterly Investment Report**

Departments: Finance

Investment Report for the Quarter ending 6/30/2019.

**Action:** Approve the Investment Report for the Quarter ending 6/30/2019.

**Corless moved; Stump seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-180**

**J. Appointment to Bridgeport Fire Protection District Board**

Departments: Clerk of the Board

A vacancy was created on the Bridgeport Fire Protection District (BFPD) Board with the passing of a Commissioner in May 2019. A flyer noticing the public of the vacancy was placed in public view for no less than 10 days. Marcus Bunn applied for the position and has been recommended by the BFPD to the vacant Commissioner position.

**Action:** Appoint Marcus Bunn to the Bridgeport Fire Protection Board, term to expire November 30, 2022.

**Corless moved; Stump seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-181**

#### **K. Out-of-State Travel Authorization for White House Regional Conference**

Departments: Board of Supervisors

Out-of-State travel request for Supervisor John Peters to attend the White House Conference with Regional local leaders, September 12, 2019, in Washington D.C.

**Action:** Approve out-of-State travel request for Supervisor John Peters to attend the White House Conference with Regional local leaders, September 12, 2019, in Washington D.C.

**Corless moved; Stump seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-182**

#### **6. CORRESPONDENCE RECEIVED**

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

*The Board acknowledged receipt of the correspondence.*

#### **A. Mammoth Lakes Fire Safe Council Request for Funds for Project Completion**

The Mammoth Lakes Fire Safe Council is seeking funds from Mono County, the Town of Mammoth Lakes, Los Angeles Department of Water and Power, and Southern California Edison to complete the Lakes Basin Hazardous Fuels Reduction Project.

**Supervisor Corless:**

- Requests that we reach out to the president of Mammoth Lakes Fire Council, confirm

- that this request is valid, and place it on a for actual Board consideration.
- It would be nice to have a collaborative effort to bridge the gap.

## **B. Premium Energy Holdings LLC's Second Amendment for a Preliminary Permit**

A letter from Premium Energy Holdings, LLC regarding a second amendment to the preliminary permit for the Owens Valley pumped storage project, FERC Docket No. P-14996.

### **Supervisor Stump:**

- Found the response from Premium Energy deficient in regards to the County's terms.

## **C. Letter Regarding Cannabis Business in Lee Vining**

A letter from Matt and Kimberly Andrae expressing their disappointment with the approval of a retail marijuana business in Lee Vining.

## **7. REGULAR AGENDA - MORNING**

### **A. Mountain Warfare Training Center's Community Leaders Visit**

Departments: Board of Supervisors

The meeting will adjourn to the Marine Corps Mountain Warfare Training Center, MWTC HC83, Bridgeport, CA., 93517 at 9:30 AM.

The Board of Supervisors will attend the Marine Corps Mountain Warfare Training Center's Community Leaders Visit, with several training demonstrations in the training area. The tour will take place from 10 AM to 2 PM and is open to the public. Please bring a valid driver's license or other form of government-issued ID.

**Action:** None.

*Adjourned to MWTC: 9:18 AM*

*Reconvened at MWTC: 10:26 AM*

*Adjourned from MWTC to the Board Room: 2:50 PM*

*Reconvened: 3:37 PM*

## **8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

## **9. CLOSED SESSION at 3:38 PM**

**A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Wilbrecht, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

**C. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 172 Davison Street, Mammoth Lakes. Agency negotiators: Stacey Simon, Jenn Lopez, Erik Ramakrishnan. Negotiating parties: County and Silver State Investors. Under negotiation: Price and Terms of sale.

**THE MEETING WILL RECONVENE FOR THE AFTERNOON SESSION NO EARLIER THAN 2:30 P.M.**

*Reconvened: 4:49 PM*

Nothing to report out of closed session.  
Supervisor Kreitz left the meeting.

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

**11. REGULAR AGENDA - AFTERNOON**

**A. Regional Dispatch**

Departments: Information Technology / Sheriff / County Administrative Office (Nate Greenberg; David Wilbrecht; Ingrid Braun) - An overview of Mono County dispatch operations, and a request for Board approval to move forward by

allocating \$25,000 toward the effort.

**Action:** 1. Authorize County staff (Sheriff Braun and IT Director Greenberg) to continue regional dispatch conversation; 2. Authorize County staff to establish a Regional Dispatch Task Force; 3. Allocate \$25,000 from Mono County General Fund Contingencies to produce a Feasibility Study and Implementation Plan for regional dispatch (4/5 vote required).

**Supervisor Peters:**

- Item continued to next regular meeting of August 13.

## **B. Ordinance Amending Mono County Code Chapter 2.84 "County Administrator"**

Departments: County Counsel

(Stacey Simon) - Proposed ordinance amending Mono County Code Chapter 2.84, "County Administrator" to update language and reorganize to reflect the current organization of the County Administrative Office and responsibilities of the County Administrative Officer.

**Action:** Introduce, read title, and waive further reading of proposed ordinance.

**Stump moved; Corless seconded**

**Vote: 3 yes; 0 no; 2 absent**

**M19-183**

**Stacey Simon, County Counsel:**

- Introduced item.
- Final draft proposed to be introduced and adopted at subsequent meeting.

## **C. Discontinuance of Digital TV Service within CSA #2 Service Area**

Departments: Various

On January 15, 2019, the Board considered whether County funds should be invested in the continuation of digital television service in both County Service Area # 1 (Crowley and surrounding communities) and County Service Area #2 (Benton, Chalfant and Hammil Valleys) in light of new FCC regulations requiring significant investment to maintain those services and that equipment and repair service for digital TV is no longer widely available. Ultimately, the Board directed the discontinuance of service within CSA #1 based on the recommendations of the CSA #1 advisory board, but deferred to the CSA #2 advisory board to make its recommendation as to its region. Attached to this item is the staff report prepared for the January 15th meeting.

**Action:** 1. Based on the recommendation of the CSA #2 advisory board, direct that the County's provision of digital TV service within the CSA #2 service area be discontinued. 2. Direct staff to take such steps and may be necessary to: (a) decommission and/or remove television equipment from leased sites; (b) remove any charge to CSA #2 residents for TV service for any period in which TV service is not provided, including the present fiscal year; and (3) take necessary steps to dissolve CSA #2 through the Local Agency Formation



Commission (LAFCo) process.

**Stump moved; Corless seconded**

**Vote: 3 yes; 0 no; 2 absent**

**M19-184**

**Stacey Simon:**

- Introduced item.
- Follow up from January meeting.
- The recommended action is what is on the agenda, not in the staff report, since staff report is from January.

#### **D. Amendment to Employment Agreement with Dave Butters**

Departments: CAO

(Dave Wilbrecht, Interim CAO) - Proposed resolution approving an amendment to the employment agreement with Dave Butters to include Acting County Administrative Officer and prescribing the compensation, appointment and conditions of said employment.

**Action:** Announce Fiscal Impact. Adopt Resolution #R19-54, Approving an amendment to the employment agreement with Dave Butters. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:**

The fiscal impact of the one-month temporary increase is \$4,033 for additional salary and \$381 for benefits.

**Corless moved; Stump seconded**

**Vote: 3 yes; 0 no; 2 absent**

**R19-54**

**Dave Wilbrecht, Interim CAO:**

- Introduced item

Supervisor Peters read the fiscal impact into record.

#### **12. BOARD MEMBER REPORTS – NONE.**

**ADJOURNED in memory of Chris Baitz at 5:08 PM**

**ATTEST**

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**JOHN PETERS**  
**CHAIR OF THE BOARD**

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**SCHEEREN DEDMAN  
SR. DEPUTY CLERK OF THE BOARD**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 3, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the minutes from the special meeting on August 12, 2019.

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### RECOMMENDED ACTION:

Approve the minutes from the special meeting on August 12, 2019.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / [sdedman@mono.ca.gov](mailto:sdedman@mono.ca.gov)

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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[8-12-19 Draft Minutes](#)

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### History

Time	Who	Approval
8/27/2019 12:11 PM	County Administrative Office	Yes
8/28/2019 9:52 AM	County Counsel	Yes
8/26/2019 4:35 PM	Finance	Yes



**DRAFT SPECIAL MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

Civic Center, 96 Thompson Way, Mammoth Lakes, CA., 93546

**Special Meeting  
August 12, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-185 Not Used</b>
<b>Resolutions</b>	<b>R19-55 Not Used</b>
<b>Ordinance</b>	<b>ORD19-06 Not Used</b>

1:01 PM Meeting called to Order by Chair Peters.

*Supervisors Present: Corless, Halferty, Peters, and Stump.  
Supervisors Absent: Gardner.*

Pledge of Allegiance led by Chair Peters.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

**2. AGENDA ITEMS**

**A. Civic Center Site Visit**

Departments: Board of Supervisors

(Tony Dublino) - The Board of Supervisors will accompany Public Works Director Tony Dublino on a tour of the Mono County Civic Center site.

**Action:** None.

**ADJOURNED at 1:50 PM**

**ATTEST**

**Note:**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

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**JOHN PETERS**  
**CHAIR OF THE BOARD**

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**SCHEEREN DEDMAN**  
**SR. DEPUTY CLERK OF THE BOARD**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 3, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the minutes from the regular meeting on August 13, 2019.

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### RECOMMENDED ACTION:

Approve the minutes from the regular meeting on August 13, 2019.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / [sdedman@mono.ca.gov](mailto:sdedman@mono.ca.gov)

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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[8-13-19 Draft Minutes](#)

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### History

Time	Who	Approval
8/27/2019 12:12 PM	County Administrative Office	Yes
8/27/2019 5:49 PM	County Counsel	Yes
8/29/2019 10:29 AM	Finance	Yes



**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
August 13, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-185 – M19 -188</b>
<b>Resolutions</b>	<b>R19-55 – R19-58</b>
<b>Ordinance</b>	<b>ORD19-06</b>

9:01 AM Meeting called to Order by Chair Peters.

*Supervisors Present: Corless, Gardner, Halferty, Peters, and Stump.  
Supervisors Absent: None.*

**The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.**

Pledge of Allegiance led by Chair Peters.

**Supervisor Gardner:**

- Would like to adjourn the meeting in memory of Terry Gardner.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Brianna Brown, Bridgeport Fourth of July Committee:**

- Thanked the Board for all of its support to continue the celebration.
- Presented Board with plaque.

**Supervisor Peters:**

- Without the hard work of Linda Pemberton, and her family, the celebration could never be pulled off with that magnitude of events.
- Brianna has taken on the parade organization and the county wants to thank her.
- The County provides support - Public Works, Law Enforcement, Audio Visual.

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

## 2. RECOGNITIONS

### A. Recognition of Mono County EMS and Antelope Valley Fire District Personnel for a Cardiac Arrest Response on 6/9/2019

Departments: EMS

(Chris Mokracek) - On June 9, 2019 Mono County EMS - Medic 1 and Antelope Valley Fire District (AVFD) personnel responded to a individual experiencing chest pain. During the course of treatment the individual went into cardiac arrest. CPR and advanced life support measures were initiated. The patient was successfully revived at the scene and transported via Care Flight to Reno for definitive care. The patient has subsequently made a full recovery. We recognize the EMS crew and AVFD personnel for working as a team to successfully save a life.

**Action:** None.

**Chris Mokracek, EMS Chief:**

- Described the event. Thanked the following people:
- Mike Sharrar
- Josh Pulido
- John Nygard
- Michael McCurry
- Kenneth Morrison
- Bo Montague
- Gave them a token to remember a life saved.

### B. Proclamation Recognizing the Honorable Nixon Edward "Eddie" Denton

Departments: Board of Supervisors

A Proclamation of the Mono County Board of Supervisors honoring the life and work of the Honorable Nixon Edward "Eddie" Denton.

**Action:** Approve the Proclamation of the Mono County Board of Supervisors honoring the life and work of the Honorable Nixon Edward "Eddie" Denton.

**Peters moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M19-185**

**Supervisor Peters:**

- Introduced item.

**Judge Stan Eller:**

- Read message from Chief Justice Cantil-Sakauye, and the proclamation.

Judge Magit  
Judge Mohun  
Aileen Denton

Services are Thursday, August 15.

## 3. COUNTY ADMINISTRATIVE OFFICE

**Note:**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



## **CAO Report regarding Board Assignments**

### **Dave Butters, Acting CAO:**

- Marine Base tour.
- Labor Relations – working with the Probation unit - early but the tone is good.
- MCPE - having a series of meetings with membership.
- Sent a memo changing the dates of the staff picnic and service awards.

#### **4. DEPARTMENT/COMMISSION REPORTS - NONE**

#### **5. CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

#### **A. Resolution to Identify Roughly Graded Roads for the ATV Jamboree and Sierra Safari**

Departments: Public Works

Proposed Resolution of the Mono County Board of Supervisors identifying certain unpaved county roads that are roughly graded roads, in support of the ATV Jamboree and the Sierra Safari special events.

**Action:** Adopt proposed Resolution R19-55, A Resolution of the Mono County Board of Supervisors Identifying Certain Unpaved County Roads that are Roughly Graded Roads within the Meaning of Vehicle Code Section 38001.

**Stump moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

#### **R19-55**

#### **Supervisor Stump:**

- Pulled item. Wants to make sure that by identifying roads in all districts, his district is not supportive of adventure trails. Wants everyone to understand that this resolution is just identifying certain roads and destinations, but does not represent an expansion of adventure roads.

#### **Tony Dublino, Public Works Director:**

- The roads are listed, identical to list that has been approved in the past.
- It's a temporary designation that sunsets after the events culminate, to facilitate CHP involvement.

#### **B. Ordinance Amending Mono County Code Chapter 2.84 "County Administrator"**

Departments: County Counsel

Proposed ordinance amending Mono County Code Chapter 2.84, "County Administrator" to update language and reorganize to reflect the current organization of the County Administrative Office and responsibilities of the County Administrative Officer.

**Action:** Adopt proposed ordinance ORD 19-06, Amending Mono County Code Chapter 2.84, "County Administrator" to update language and reorganize to reflect the current organization of the County Administrative Office and

#### **Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

responsibilities of the County Administrative Officer.

**Corless moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**ORD19-06**

## **6. CORRESPONDENCE RECEIVED**

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

*The Board acknowledged receipt of the correspondence.*

### **A. Agricultural Commissioner's Office Department Update August 2019**

August 2019 Department Update from the Inyo and Mono Counties Agricultural Commissioner's Office.

### **B. Board of Supervisors Update April - June 2019**

Board of Supervisors newsletter/update for April - June 2019.

### **C. Wildlife Conservation Board Letter**

A letter from the State of California Wildlife Conservation Board advising that the California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB) is considering the allocation of a grant to the Wilderness Land Trust to assist in acquisition of approximately 960 acres in Mono County (Assessor Parcel Nos. 011-140-001, 011-240-001, and 011-240-003), to be proposed August 28, 2019.

**Supervisor Stump:**

- Asked Supervisor Peters if he was aware of any feedback from his district.
- Supervisor Peters stated that he had not received any feedback from citizens of his district.

## **7. REGULAR AGENDA - MORNING**

### **A. Inyo National Forest Springs Fire Update**

Departments: Board of Supervisors

(Gordon Martin, Mammoth - Mono Basin District Ranger) - An update from Inyo National Forest staff regarding the Springs Fire, 13 miles South East of Lee Vining, CA.

**Action:** None, informational only.

Kirsti Butler, PIO:

Introduced team and item.

**Gordon Martin:**

- Introduced item

**Caro Messina, Fire Management Officer:**

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Presentation (available in additional documents)
- Copies of the map of the fire area were handed out (available in additional documents).

## **B. Ambulance Billing Workshop**

Departments: EMS

(Chris Mokracek, Penny Galvin) - Presentation by Chris Mokracek & Penny Galvin regarding ambulance billing and revenue recovery.

**Action:** None.

**Penny Galvin, EMS Fiscal Technical Specialist:**

- Went through presentation.

*Break: 10:19 AM*

*Reconvene: 10:28 AM*

## **C. Proposed Annual Ambulance Services Subscription Program for Mono County Emergency Medical Services**

Departments: Paramedics

(Chris Mokracek) - The Mono County Emergency Medical Services (MCEMS) Ambulance Subscription program is a voluntary ground ambulance services subscription program operated by MCEMS, available only to Mono County residents at a cost of \$65 per year.

**Action:** Adopt proposed resolution R19-56, authorizing Mono County Emergency Medical Services to offer an annual ambulance services subscription program to Mono County residents.

**Corless moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**R19-56**

**Chris Mokracek:**

- Introduced item.

## **D. Public Hearing on Proposed Fees for Emergency Medical Services - Mono County Residents and Non-Residents**

Departments: Emergency Medical Services

(Chris Mokracek) - Public hearing to set new fee rates for emergency medical services provided by Mono County Paramedics, including setting different fee rates for residents and non-residents of Mono County.

**Action:** Approve Resolution #19-57, Adopting fee schedule for Emergency Medical Services for Mono County residents and non-residents.

**Gardner moved; Kreitz seconded**

**Vote: 5 yes; 0 no**

**R19-57**

*Public Hearing Opened: 10:35 AM*

**Chris Mokracek, EMS Chief:**

### **Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Introduced item.

*Public Hearing Closed: 10:39 AM*

## **E. Emergency and Public Services in Eastern Madera County**

Departments: CAO

(Kevin Carunchio) - Identify and effect any modifications to the current MOU with Madera County from 1994.

**Action:** Consider Madera County Board of Supervisors' letter dated May 31, 2019, regarding emergency and public services provided in eastern Madera County and provide direction to staff, including authorizing the County Administrator and County Counsel to work with counterparts in Madera County and the Town of Mammoth Lakes to identify and propose immediate amendments which could be made to the 1994 Memorandum of Understanding Among Madera County, Mono County and the Town of Mammoth Lakes Regarding Law Enforcement Duties For Areas of Madera County East of The Sierra Crest for consideration and approval by your Board and the other parties' governing bodies at a date in the relatively near future and which would remain in effect until a revised, comprehensive and updated MOU is approved.

**Kevin Carunchio, Interim Assistant CAO:**

- Introduced item.

## **F. Mental Health Mobile Crisis Response Team**

Departments: Sheriff / Behavioral Health / EMS

(Sheriff Ingrid Braun / Behavioral Health Director Robin Roberts / EMS Director Chris Mokracek) - Presentation by Sheriff Ingrid Braun, Behavioral Health Director Robin Roberts and EMS Director Chris Mokracek regarding establishing a Mental Health Mobile Crisis Response Team.

**Action:** None.

**Robin Roberts, Behavioral Health Director and Sheriff Braun:**

- Explained Crisis response was explained from indivial department views.
- There is a gap - people who do not end up in the ER but still have a need. Next steps will be to come up with a meeting and determine how to move forward.

## **8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

## **9. CLOSED SESSION at 11:51 AM**

### **A. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County

**Note:**

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Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt).  
Unrepresented employees: All.

## **B. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 40 Willow Ave, Unit 5, June Lake, CA (Assessor's Parcel Number 016-195-005-000). Agency negotiator: Kathy Peterson. Negotiating parties: Larry Emerson for IMACA. Under negotiation: Price and terms of sale.

## **C. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Cox v. Padilla, Sacramento Superior Court Case No.34-2019-80003090.*

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.**

*Reconvene: 1:13 PM*

Nothing to report out of closed session.

## **10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

No one spoke.

## **11. REGULAR AGENDA - AFTERNOON**

### **A. General Plan Amendment 19-02, Including the 2019-2027 Housing Element**

Departments: Community Development

(Bentley Regher) - Public hearing regarding proposed General Plan Amendment (GPA 19-02) to adopt the Mono County Housing Element for 2019-2027, add emergency homeless shelters as a permitted use to the Public Facilities (PF) Land Use Designation (LUD), and add supportive/transitional housing as a permitted use to the Agriculture (AG) LUD.

**Action:** Approve Resolution 19-58, Adopting General Plan Amendment 19-02: Housing Element and Modifications to the PF and Ag Land Use Designations.

**Kreitz moved; Gardner seconded**

**Vote: 5 yes; 0 no**

**R19-58**

**Note:**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

*Public Hearing Opened: 1:14 PM*

**Gerry LeFrancois, Principal Planner:**

- Introduced item.

**Bentley Regher, Planning Analyst:**

- Continued presenting information.

*Public Hearing Closed: 1:26 PM*

## **B. Regional Dispatch**

Departments: IT, Sheriff

(Nate Greenberg; Ingrid Braun) - This item will provide an overview of current Mono County dispatch operations and challenges followed by a discussion around potential opportunities to develop a consolidated regional dispatch solution. The item requests Board approval to move forward with a feasibility study and allocate \$25,000 toward that effort.

**Action:** 1. Authorize County staff (Sheriff Braun and IT Director Greenberg) to continue regional dispatch conversation; 2. Authorize County staff to establish a Regional Dispatch Task Force; 3. Allocate \$25,000 from Mono County General Fund Contingencies to produce a Feasibility Study and Implementation Plan for regional dispatch (4/5 vote required).

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 1 no**

**M19-186**

**Nate Greenberg, IT Director:**

- Went through presentation.

**Sheriff Braun:**

- This is an opportunity to work together to better provide services to our community.

**Jason Canger, Deputy County Counsel:**

- Prime factor driving design of the new jail is the location of the dispatch center.

**Pam Kobylarz, Assistant to the Town Manager:**

- Discussed Town support of the project.

**Garrett Higerd, Engineer:**

- Discussed the infrastructure of the new jail and where dispatch fits into that.

Supervisor Stump voted no.

## **C. Mono City Roads and Benton Crossing Road (Phase 1) Maintenance Project**

Departments: Public Works

**Note:**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

(Chad Senior) - This project will maintain roads in Mono City and a portion of Benton Crossing Road starting at the Green Church at Highway 395 and extending approximately five miles (past the landfill).

**Action:** Identify VSS International, Inc. as the responsible bidder submitting the lowest responsive bid in response to the Invitation for Bids for the Mono City Roads and Benton Crossing Road (Phase 1) Road Maintenance Project ("Project"); 2) approve and authorize Public Works Director to execute a contract with VSS International, Inc. for the Project in an amount not to exceed \$917,000 (Base Bid A and Base Bid B); 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$58,350 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

**Gardner moved; Stump seconded**

**Vote: 5 yes; 0 no**

**M19-187**

**Chad Senior, Associate Engineer:**

- Introduced item.

**Garrett Higerd, Engineer:**

- Don't intend to issue any change orders on the project - for it for flexibility.

#### **D. Construction and Transfer Agreement with Mammoth Community Water District (MCWD) for Civic Center Water and Sewer Infrastructure**

Departments: Public Works

(Garrett Higerd, Engineer) - Water and sewer infrastructure is needed within Tavern Road and Thompsons Way to serve the Mono County Civic Center.

**Action:** Approve and authorize Board Chair to execute MCWD Construction and Transfer Agreement for water and sewer infrastructure needed for the Mono County Civic Center.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent**

**M19-188**

Supervisor Corless stepped out, and returned after the break.

**Garrett Higerd:**

- New Exhibit A (available in additional documents), which are signed and stamped by the surveyor. No longer drafts like in the agenda. Added signature line for contractor Roebellen – three party agreement.
- Provided an update to the Board yesterday at the special meeting (Civic Center tour).

*Break: 2:32 PM*

*Reconvene: 2:37 PM*

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

## 12. BOARD MEMBER REPORTS

### Supervisor Corless:

- 7/17-22: SCE public meeting on wildfire prevention plan/vegetation management/public safety power shutoff; Ecoflight to view pumped storage sites (thank you to Bruce Gordon of Ecoflight)
- YARTS board of directors meeting in Mammoth----budget amendment, resolution for grant application for busses
- Recent fare increase helped YARTS stay on budget, with decreased ridership this spring (weather)
- --NPS (Kathleen Morse): peak visitation; many weekends with over 8K vehicles in valley = gridlock; FHWA developing modeling system, to explore engineering fixes. Transportation planner from GGNRA/looking at augment shuttle system, remote parking options; Valley shuttle system having issues (b/c of gridlock). Several projects 20/21 ALL areas of park will be under construction: Bridalveil finishing up; new comfort station in village; new north lot parking in valley; new visitor contact station; Tuolumne Meadows project to remove roadside parking (will have single lane closures), TM campground rehab 2021 (biggest c/g in NPS system); Glacier Point Rd, will be closed in 2021; wastewater, sewage treatment plant upgrade.
- 7/23: Meetings with John Sobel, Rep Cook's Chief of Staff and Austin Ewell, DWP consultant in effort to improve Eastern Sierra relationships, confirmed changing scope of project in Long Valley, discussed other ways to improve communication and partnership.
- 7/25: Collaborative Planning Team: Agency updates—Steve Nelson/BLM asked about a follow-up meeting of Wilson Creek water rights holders; SCE presentation on wildfire prevention plan, discussions about power issues in Reds Meadow/coordination.
- 8/5: ESSRP—planning upcoming public meetings starting in September, discussions of Inyo, Alpine, Bishop joining the partnership
- Mammoth Lakes Housing—
- Presentation/discussion on design workshop for 238 Sierra Manor Rd
- Approved Latino housing advocacy MOU
- Kirk Stapp is TOML appointee, announced that BOS appointee would change in Sept.
- Discussion and suggestions for moving forward with how best for MLH board as a body to participate in parcel planning:
- 8/8-9: Meetings in Oakhurst/North Fork—Madera County re: Reds issues, Forest Management Task Force/Sierra Eastside Regional Prioritization Group
- 8/12/19: Behavioral Health Advisory Board meeting—Community Program Planning effort underway/annual MHSA plan update.
- Will be absent from 8/20 meeting.

### Supervisor Gardner:

- No report.

### Supervisor Kreitz:

- July 17th, Mammoth Hospital CEO, Tom Parker - we discussed child care, housing, cooperation between the Hospital and County on the new Civic Center development, and the needs and possible opportunities for health services in Bridgeport.
- July 17th, Mammoth Lakes Town Manager, Dan Holler and Supervisor Corless Meeting re: County Housing within the Town

### Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



## DRAFT MEETING MINUTES

August 13, 2019

Page 11 of 13

- July 18th & 19th, California State Association of Counties final session of the New Supervisor's Institute and graduation
- August 2nd, Meeting with Mono County Behavior Health Director Robin Roberts and staff Amanda Greenberg, Supervisor Corless re: County behavioral health housing projects including the Davison Road property
- August 8th, Call with a representative of County Health Rankings & Roadmaps whom is working with the NACo on a Rural Impact County Challenge regarding my interest in applying for the 10 program which aims to help identify new and innovative solutions to the affordable housing issues facing rural counties. <https://www.naco.org/rural-impact-county-challenge-action-learning-cohort>
- August 9th, Eastern Sierra Transit Authority Board Meeting - working to increase preventative maintenance schedule to improve service on the fleet.
- August 12th, Local Transportation Commission Meeting:
- LTC- Update to the Regional Transportation Plan, tied to the Housing Element Update. Must be adopted by the LTC in December 2019 to keep the Housing Element on track.
- Annual public hearings discussion - required to perform two public hearing per year. One on the Unmet Needs and another on the more broad
- CalTrans was not awarded funding from a Prop 68 grant application for the wildlife crossing.
- August 12th, Special Meeting of the Board at the new Mono County Civic Center/offices. Posted this on social media and I received feedback of surprise that this was happening. Made me think about signage. Will there be signage off of both Main Street towards Thompson Way and off of Sierra Park Road at Tavern Road?
- August 12, Meeting with Mammoth Lakes Town Manager, Dan Holler and Supervisor Corless re: the Davison Housing and collaboration on moving the creation of community affordable rental housing
- August 12, Behavior Health Advisory Board Meeting- update on the various behavior health and affordable housing developments as well as an update on the mental health mobile crisis response team.
- Tonight, Mammoth Lakes Housing and the Liberty Bar are hosting a Housing Horror Stories Open-Mic, beginning at 8PM at Liberty Bar on Main Street in Mammoth Lakes.

### **Supervisor Peters:**

- 18<sup>th</sup> Great Basin Alpine
- 23<sup>rd</sup> Amanda Greenberg and Robin Roberts Housing
- 25<sup>th</sup> IMACA
- 25<sup>th</sup> Katy and Joe Beloma and Tony Dublino Wilson Creek System
- 1<sup>st</sup> AV RPAC
- 6<sup>th</sup> MWTC
- 7<sup>th</sup> Lahanton Regional Water Quality Board w/ Centennial Ranch, Jeff Hunewell, Steve Fulstone (FIM)
- 33,131 sq miles.
- Operating under waiver. Water quality project
- 8<sup>th</sup> Race Communications Backpack giveaway
- 8<sup>th</sup> AV Senior Center
- 10<sup>th</sup> Dedication of Memorial 2002 Crash Anthony Lange Local artist
- 12<sup>th</sup> LTC and Civic Center Tour
- **Upcoming:**
- BP RPAC tonight
- Hospice Fundraiser Saturday 17th

### **Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

**Supervisor Stump:**

- 7-17: Attended the SCE Presentation in Mammoth - SCE brought a multi-disciplinary team to the meeting - elements of their Power Safety Shutdown process remain a little vague but given the changing conditions that trigger those decisions some vagueness is unavoidable.
- 7-18: Attended the Great Basin Unified Air Pollution District meeting in Alpine County. GBUAPCD has formed a Scientific Advisory Panel to work on the Owens Dry Lake. Mono County was not on the stakeholder list. I requested that the County be put there since Owens Dry Lake DWP actions could affect the OVGA which could affect Mono County.
- 7-19: I toured the DWP Long Valley Dewatering area with Metabolic Studios folks.
- 7-20: Participated in an "Honor Escort" for Chris Baitx to bring him home from the hospital. He passed away the next morning. Thanks to Mono County EMS, Mono SO, Mammoth PD, CHP, Mammoth Fire, and Wheeler Crest Fire for sending units.
- 7-20: Attended a fundraiser for the Wheeler Crest Fire Safe Council.
- 7-23: Attended two meetings with Clarence Martin of DWP, Austin Ewell(consultant to DWP), and John Sobel(Congressman Cook's Chief of Staff) about Long Valley DWP issues. The first meeting was with Supervisor Corless, Wendy Sugimura and myself. The second meeting included members of the keep Long Valley Green Coalition. Frank discussion but worthwhile. A big thank you to Supervisor Corless for putting this together.
- 7-23: Attended the CSA 1 meeting.
- 7-31: Attended the Tri Valley Water Commission - SGMA and OVGA water issues will dominate that Board's attention for a long time.
- 8-1: Attended the OVGA Agenda Review - Participants are Aaron Steinwand, BryAnna Vaughn of the Big Pine CSD, and myself.
- 8-6: Board meeting with tour of Marine Base. In the Sheet there was a quote from me that was accurate. Next to it was a statement that the Tour took five hours of Board time which it did. That was the reporters statement. I did receive questions about that. In my opinion it was a worthwhile five hours.
- 8-8: Attended the Owens Valley Groundwater Authority meeting. Again, thank you's to Wendy and Jason for the participation. DWR has still not made a final decision on the rating of the Basin which currently has a draft rating of "low". An agenda item is being prepared for 8-20 to inform this entire Board about SGMA / OVGA issues.
- 8-12: Attended the Local Transportation Commission - Commission is working to expand public input into both the "Unmet Transportation Needs" in both the Town and the County and public Input into the Social Services Advisory Committee identified needs.
- 8-12: Toured the new County Office Building - Lots of cement and steel. Thank you to Tony Dublino for arraigning.
- The week of 7-28 to 8-2 there was a children's camp held at the Benton Community Center. 100 plus kids in attendance including special needs kids and at-risk kids. It was also nice to see children from the Tribe participating. Thank you to Bill Czeschin and John Hauter of Public Works Facilities for helping with set up. Thank you also to the White Mountain Bible Chapel, which is directly across the parking lot from the Community Center, for allowing their grounds to support the tents many of the kids were sleeping in.
- Thank you to Claude Fiddler, Eric Eilts and other Public Works staff for the work being put into the Crowley Community Center cement walkway, retaining wall, and ADA ramp project. Project is being funded with CSA 1 account money.
- Service for Chris Baitx is set for 8-24. Thank you to Rebecca for putting out the notice.

**Member of public arrived to make comment:**

- Annual RCRC meeting is coming up in September, Inyo County recipient
- Name unknown.

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- We were having a meeting. Met Mr Peters at meeting at Virginia Lakes.
- Asked if he could have a cargo container on cabin lot in Va Lakes. Peters said not a good idea. What if I contain in a building? Made arrangements to do that. Containers are up there, not quite there. Will be putting a building over it. Treasurer told her this morning that if she has that, she has to have a residence or a cabin.
- Wants to store things for her grandkids.
- Painted fir tree green.
- Has 2 parcels up there.and a large family.
- Wanted to ask about the easements.

**ADJOURNED in memory of Terry Gardner at 3:16 PM**

**ATTEST**

---

**JOHN PETERS  
CHAIR OF THE BOARD**

---

**SCHEEREEN DEDMAN  
SR. DEPUTY CLERK OF THE BOARD**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 3, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of minutes of the regular meeting held on August 20, 2019.

---

### RECOMMENDED ACTION:

Approve minutes of the regular meeting held on August 20, 2019.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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[Draft Mins 8-20-19](#)

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### History

Time	Who	Approval
8/27/2019 12:12 PM	County Administrative Office	Yes
8/27/2019 5:46 PM	County Counsel	Yes
8/26/2019 4:40 PM	Finance	Yes



**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting  
August 20, 2019**

<b>Flash Drive</b>	<b>Board Room Recorder</b>
<b>Minute Orders</b>	<b>M19-189 – M19-190</b>
<b>Resolutions</b>	<b>R19-59 – R19-60</b>
<b>Ordinance</b>	<b>ORD19-07 Not Used</b>

9:00 AM Meeting called to Order by Chair Peters.

*Supervisors Present: Gardner, Kreitz, Peters, and Stump.  
Supervisors Absent: Corless.*

The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Gardner.

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

**2. RECOGNITIONS – NONE**

**Supervisor Peters:**

- Noted that staff awards were moved to two October meeting dates; one in Bridgeport and one in Mammoth.

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments.

**Dave Butters (Acting CAO):**

- Has been working on labor negotiations (MCPE and Probation). He will report back to Board once he has more information.

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

#### 4. DEPARTMENT/COMMISSION REPORTS

##### **Nate Greenberg (IT Director):**

- Update to power outage that happened Friday:
  - Power was knocked out at Minaret Mall; generator took a while to come online. All network and data were back on by 10:00 a.m. Sierra Center Mall and Police Department were impacted. Took the better part of a day to get everything resolved.
  - Circuit was back online around lunch time.
  - Was going to update the Board on upcoming meeting with SCE between key staff and the Town; will bring SCE to Board meeting in September.
- He also spent full day in Sacramento last week working with OES and Sheriff Braun on impacts to county. Will bring presentation in late September/early October.

##### **Stacey Simon (County Counsel):**

- She was nominated to be on board of directors for County Counsel Association. The Board can call for an emergency item to be added so that they can discuss this. Otherwise she'll assume Board is supportive and move ahead and accept nomination.
- All supervisors indicated support of this.

#### 5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

##### **A. Grant Amendment for FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332**

Departments: Public Health

(Bryan Wheeler) - Amendment to the FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332.

**Action:** Approve amendment to the FY 2017-22 Immunization Local Assistance Grant Agreement #17-10332 and authorize the Chairman of the Board of Supervisors to sign the FY 2019-20 Federal Compliance Requirements of the Immunization Grant No. 1 NH23IP922612-01-00 on behalf of the County. Additionally, provide authorization for the Public Health Director to sign future amendments for the grant that shift funds between budget categories without changes to the grant allocation.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent: Corless**

**M19-189**

##### **B. Approve Resolution Accepting Portion of Mule Deer Road into County-Maintained Road System**

Departments: Public Works

Proposed Resolution accepting the portion of Mule Deer Road right-of-way directly adjacent to the County Park, Antelope Valley Community Center, Senior Center and tennis courts in the community of Walker. The portion of Mule Deer Road right-of-way at issue is that which fronts Lots Y-8, Y-9, and Y-10, as shown on Record of Survey 31-52.

**Note:**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

**Action:** Approve and authorize the Chairman's signature on Resolution 19-59, Acceptance of Mule Deer Road as a County Maintained Road in the Vicinity of the Walker Community Center.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent: Corless**

**R19-59**

**C. Resolution in Support of AB 524**

Departments: Sheriff

The Mono County Sheriff's Office is working with Assemblyman Frank Bigelow on Assembly Bill 524, which will add the Counties of Del Norte, Mono, and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code. Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency.

**Action:** Approve Board of Supervisors Resolution R19-60, in support of AB 524, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent: Corless**

**R19-60**

**6. CORRESPONDENCE RECEIVED - NONE**

**7. REGULAR AGENDA - MORNING**

**A. Child Support Services Update**

Departments: Child Support Services

(Susanne Rizo, Regional Director) - Annual presentation from the Eastern Sierra Department of Child Support Services.

**Action:** None.

**Susanne Rizo:**

Power Point Presentation:

- Gave overview and history of Child Support Services in our County.
- Who are we now?
- How do we work to support families?
- Snapshot of caseload.
- How do we work with employers?
- Current allocation/how much we recoup.
- How expenditures have been reduced.
- Funding updates.
- Engaged in new website development with Inyo County.
- State discussion; co-location;
- She'll reach out to Behavioral Health and Public Health in addition to Social Services in Mono County to collaborate further.
- Questions?

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

**Board asked general questions during presentation.**

## **B. Presentation on Status of Owens Valley Groundwater Management Authority**

Departments: County Counsel, Community Development Department

(Jason Canger, Wendy Sugimura) - Presentation on Owens Valley Groundwater Authority and Implications Related to Administrative Decisions by the California Department of Water Resources.

**Action:** None; informational only.

### **Jason Canger:**

- Handed out copies of presentation which didn't make it into agenda (to be posted to the webpage).
- Introduced item; gave some historical background.
- This presentation is for informational purposes and to highlight potential things that might come before the board.
- Gave overview of how presentation will proceed.
- Introduction and background.

### **Sustainable Groundwater Management Act:**

- Purpose and Goals.
- Main Regulatory Requirements.
- Applicability.
- Groundwater Sustainability Agencies.
- GSA Authority.
- Groundwater Sustainability Plans.
- State Intervention.

### **Owens Valley Groundwater Authority:**

- Formation and Membership.
- Joint Powers Authority Agreement
- Status of Activities.
- DWR Grant.
- Regulation of LADWP.

### **DWR Reprioritization and Implications:**

- Implications of DWR Reprioritization: OVGA.
- Implications of DWR Reprioritization: Mono County.
- Implications of DWR Reprioritization: Wheeler Crest CSD.
- Implications of DWR Reprioritization: Tri-Valley Groundwater District.
- Questions?

### **Wendy Sugimura:**

- Feels Jason did a great job and that the Board asked good questions that help direct policy.

Break: 10:38 a.m.

Reconvene: 10:47 a.m.

### **Public Comment:**

#### **Dave Doonan (Tri-Valley Groundwater Management):**

- Spoke about exemptions, fees, etc.
- Can't afford to take on entire basin.
- Draft basin priority is currently low.

#### **General Board Comments:**

- What is intention of fees?

#### **Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**



- What's broken that needs fixing?
- Feels this was a great presentation; feels much more ready to proceed when the time comes to do so.

### **C. Contract Award for Hackney Drive and South Landing Road Project**

Departments: Public Works

(Kalen Dodd) - These projects will rehabilitate Hackney Drive from Highway 395 to the Walker Senior Center and provide an asphalt overlay on South Landing Road from Highway 395 to Crowley Lake Drive in the community of Crowley Lake.

**Action:** 1) Identify Qualcon Contractors, Inc. as the lowest responsive bidder for the Hackney Drive and South Landing Road Projects [Projects 9307 and 9308]; 2) Authorize the Public Works Director to execute a contract in a form approved by County Counsel with Qualcon Contractors, Inc., for the Projects in an amount not to exceed \$917,304.50, which includes Base Bid A and Bid Alternate B; and 3) Authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$58,365 per change order, provided such amendments and change orders do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

**Gardner moved; Kreitz seconded**

**Vote: 4 yes; 0 no; 1 absent: Corless**

#### **M19-190**

**Kalen Dodd:**

- Introduced item; gave overview of recommended action for item.
- Gave some information on bid process; Qualcon was considered to be the lowest bid.

### **D. Civic Center Update**

Departments: Public Works

(Tony Dublino, Director of Public Works) - Update on the Mono County Civic Center project at 96 Thompson Way, Mammoth Lakes, CA., 93546.

**Action:** None.

**Tony Dublino:**

- Board visited site last week; was able to get a visual at what is going on with project.
- Permits/final package submitted on 8/13/19.
- Construction: panels up, steel trusses having final touches done; project moving along according to schedule.
- Executed a contract with Vanir Construction for provide management of project.
- License Agreement with Health Care District and Development Agreement with Water District to be approved/amended soon.
- Budget: significant portion of work relating to framing (originally coming in over budget) had new bid come in, lowering the budget by approximately \$300,000
- Budget estimate now at \$21.1 million, about \$650,000 more than original budget but also includes contingencies. At end, project could come in *on* budget.

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Value Engineering: operable windows are now included – each office space will have them. For every three windows in open space, one window will be operable.
- Schedule: hasn't touched base with contractors, believes they're caught up by a week. Probably won't catch up all the way or beat the schedule but are keeping on track right now.
- Signs: line item in budget that includes all directional signs, etc. In addition, there is \$25,000 for a monument sign – right now a generic reference. Hasn't been fully discussed. He'd appreciate Board's thoughts on this. Probably need to include Town of Mammoth Lakes in this discussion.

**General Board Comments:**

- Happy about budget adjustments. Seems to make sense to discuss the sign with Town. Feels sign should be on both Sierra Park Road and 203.
- All Supervisors appreciate Tony's reports and commends him and team on budget/timing; appreciate all time put into this.
- In future asked that Tony add the move as a bullet point to keep everyone updated.

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

**9. CLOSED SESSION – 11:58 a.m.**

**RECONVENE: 12:34 p.m.**

*There was nothing to report out of closed session.  
Item 9b was pulled from the agenda.*

**A. Closed Session - Exposure to Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: Use of Memorial Hall Exercise Facility by Adult Children of Employees.

**B. Closed Session - Real Property Negotiations**

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 172 Davison Street, Mammoth Lakes. Agency negotiators: Stacey Simon, Jenn Lopez, Erik Ramakrishnan. Negotiating parties: County and Silver State Investors. Under negotiation: Price and Terms of sale.

**C. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.**

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

**11. BOARD MEMBER REPORTS**

**\*Taken before closed session at 11:50 a.m.**

**Supervisor Corless:**

- Absent.

**Supervisor Gardner:**

- On Wednesday August 14, attended the meeting of the Mono Basin RPAC. Discussed several issues, including the status of the Tioga Inn project and proposed CalTrans projects in Lee Vining.
- On Thursday August 15, attended a community meeting in Lee Vining (with Supervisor Kreitz) about the proposed workforce housing project that is part of the Tioga Inn proposal. Residents expressed numerous concerns about this project and its impact on Lee Vining.

**Supervisor Kreitz:**

- On August 13th, attended the Housing Horror Stories event hosted by Liberty Bar and Mammoth Lakes Housing from 8-9PM. Eight people shared their horror stories of housing gone bad, including one person whom lost their home to a fire due to faulty electrical wiring.
- August 15th attended a community meeting in Lee Vining about the proposed amendment and update to the Tioga Inn Specific Plan. Many concerns were shared by the 30 or so attendees (locals, visitors and second homeowners), some support, and some solutions were also expressed.
- As a result of the community meeting, she reached out to the proponent and met with him and the CEQA consultant, Sandra Bauer, on August 19th to share with him some of the concerns she heard and some of the proposed solutions, as well as the hand out from the community meeting on August 15th. He informed her that he had not been invited to the meeting, otherwise he would have attended.
- Beginning today, August 20th, the Town of Mammoth Lakes, at 6 PM in Suite Z, is kicking off a four-day design process for the community owned 25 acres of affordable housing land located behind Center St. in Mammoth Lakes. Check out the website for more info:  
[https://www.townofmammothlakes.ca.gov/DocumentCenter/View/9560/TML110\\_TheParcel\\_AugWorkshopFlyer\\_FINAL?bidId=](https://www.townofmammothlakes.ca.gov/DocumentCenter/View/9560/TML110_TheParcel_AugWorkshopFlyer_FINAL?bidId=)

**Supervisor Peters:**

- 13<sup>th</sup> BP RPAC.
- 15<sup>th</sup> Jan Cutts.
- 15<sup>th</sup> Eddie Denton Former Judges Current Judges, Attorneys, DA. He was a man of kindness and reason.
- 17<sup>th</sup> Hospice \$9,910.00 raised 120 attendees.
- 19<sup>th</sup> LDTAC.

Upcoming:

- CSAC Board Meeting

**Supervisor Stump:**

- Spent the week working on District issues. Updates to follow in later reports.

**ADJOURNED at 12:35 p.m.**

**ATTEST**

**Note:**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

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**JOHN PETERS**  
**CHAIR OF THE BOARD**

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**SHANNON KENDALL**  
**CLERK OF THE BOARD**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 3, 2019

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT** Women, Infants and Children (WIC)  
2019-2022 Contract

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Standard Agreement #19-10162 with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program from October 1, 2019-September 30, 2022.

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### RECOMMENDED ACTION:

Approve County entry into proposed agreement and authorize Board Chairman to execute said contract on behalf of the County by signing 2 original copies of the Standard Agreement #19-10162 (Form STD 213). Additionally, provide authorization for the Public Health Director to sign future amendments for Agreement #19-10162 that shift funds between budget categories without changes to the grant allocation.

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### FISCAL IMPACT:

There is no fiscal impact to the General Fund. This program supports 1.64 full-time equivalents and pays for direct and indirect program-related expenditures. The Projected Budget for the Mono County WIC Program is \$275,726 for each of the next federal fiscal years, for a combined total of \$827,178.

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**CONTACT NAME:** Amber Hise

**PHONE/EMAIL:** (760)924-4613 / ahise@mono.ca.gov

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### SEND COPIES TO:

Amber Hise

Sandra Pearce

Kim Bunn

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

[BOS Staff Report](#)

[Standard Agreement #19-10162](#)

[2019-2022 WIC Contract Documents](#)

[2019-2022 WIC Budget](#)

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### History

Time	Who	Approval
8/27/2019 12:20 PM	County Administrative Office	Yes
8/28/2019 9:51 AM	County Counsel	Yes
8/26/2019 4:34 PM	Finance	Yes



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

Date: September 3, 2019  
To: Honorable Board of Supervisors  
From: Amber Hise, Women Infants and Children (WIC) Program Director  
Subject: Women Infants and Children (WIC) Program  
2019 -2022 Agreement #19-10162

### **Recommendation:**

Proposed Standard Agreement #19-10162 with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program from October 1, 2019-September 30, 2022. Approve County entry into proposed agreement and authorize Board Chairman to execute said contract on behalf of the County by signing 2 original copies of the Standard Agreement #19-10162 (Form STD 213). Additionally, provide authorization for the Public Health Director to sign future amendments for Agreement #19-10162 that shift funds between budget categories without changes to the grant allocation.

### **Discussion:**

The California State WIC Program is a nutrition education program, federally funded by the United States Department of Agriculture (USDA) and serves low income families that are at or below 185% of the poverty level. The WIC program is designed to provide supplemental resources to eligible individuals at nutritionally vulnerable times of life and to help reduce the risk of medical problems because of a lack of nutritious foods or information about nutrition. Pregnant woman, children 0-5 years of age and postpartum women are provided supplemental healthy food options, nutrition education, breastfeeding education and support as well as referrals to health care and other services the county provides. The Mono County WIC Program was established in 2010, serving over 250 families since that time.

### **Fiscal Impact/Budget Projections:**

There will be no fiscal impact to the General Fund.

The Projected Budget for the Mono County WIC Program is as follows:

- Year 1 10/1/2019 – 9/30/2020: \$275,726.00
- Year 2 10/1/2020 – 9/30/2021: \$275,726.00
- Year 3 10/1/2021 – 9/30/2022: \$275,726.00
- Total for 3 Years: \$827,178

For questions regarding this item, please call Amber Hise at (760) 924-4613

Submitted by: Amber Hise, WIC Program Director

Reviewed by: Sandra Pearce, Public Health Director

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-10162

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Mono County

2. The term of this Agreement is:

START DATE

October 1, 2019

THROUGH END DATE

September 30, 2022

3. The maximum amount of this Agreement is:

\$827,178.00 Eight Hundred Twenty Seven Thousand One Hundred Seventy Eight Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	17
Attachment I	Statement of Work, Services to be Performed	9
Attachment II	Template Service Agreement for Third Party Entity's Data Reporting System	6
Exhibit B	Budget Detail and Payment Provisions	4
Attachment I	Budget Detail Worksheet	1
Attachment II	Facility Cost Worksheet	1
Exhibit C *	General Terms and Conditions	GTC
Exhibit D	Special Terms and Conditions	16
Exhibit E	Additional Provisions	6
Exhibit F	Federal Terms and Conditions	12
Exhibit G	Information Privacy and Security Requirements	13
Exhibit H	Contract Release	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

Mono County

CONTRACTOR BUSINESS ADDRESS

Po Box 3329

CITY

Mammoth Lakes

STATE

CA

ZIP

93546

PRINTED NAME OF PERSON SIGNING

John Peters

TITLE

Chairperson, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED



**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19-10162	PURCHASING AUTHORITY NUMBER (If Applicable)
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**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 Jeff Mapes		TITLE Chief, Contracts Management Unit		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		

## **Exhibit A Scope of Work**

### **1. Service Overview**

- A. The Contractor agrees to provide to the California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support and referrals to health care services.
- C. The purpose of this contract is to provide funds and expectations to support the delivery of services and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CDFA Program Title is Special Supplemental Nutrition Program for Women, Infants and Children.

### **2. Service Location**

- A. The services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.
- B. The Contractor agrees to provide WIC Program services in the following service area to:  
  
Eligible California residents of Mono County, including the cities of Mammoth Lakes 93546, Benton 93512, Bridgeport 93517, Coleville/Walker 96107, Topaz 96133, Coleville/Walker 96107, Topaz 96133, Lee Vining, 93541, and June Lake, 93529.

### **3. Service Hours**

- A. The services shall be provided during the Contractor's normal business hours in addition to extended hours of operation to accommodate the needs of working and student applicants/participants, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.
- B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 days in advance. The Contract

**Exhibit A  
Scope of Work**

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

**4. Project Representatives**

A. The project representatives during the term of this agreement will be:

<b>California Department of Public Health</b>	<b>Mono County</b>
Pia Boling, Contract Manager Telephone: (916) 928-8543 Fax: (916) 263-3314 E-mail: <a href="mailto:pia.boling@cdph.ca.gov">pia.boling@cdph.ca.gov</a>	Sandra Pearce, Agency Director Telephone: (760) 924-1818 Fax: (760) 924-1831 E-mail: <a href="mailto:spearce@mono.ca.gov">spearce@mono.ca.gov</a>

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>Mono County</b>
CDPH/WIC Division Attention: Pia Boling, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834  Telephone: (916) 928-8543 Fax: (916) 263-3314 E-mail: <a href="mailto:pia.boling@cdph.ca.gov">pia.boling@cdph.ca.gov</a>	Attention: Amber Hise, WIC Director 437 Old Mammoth Rd Suite 215 Mammoth Lakes, CA 93546  Telephone: (760) 924-4613 Fax: (760) 924-1831 E-mail: <a href="mailto:ahise@mono.ca.gov">ahise@mono.ca.gov</a>

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID#: 95-6005661
FI\$CAL ID #:
Contractor: Mono County
Attention: "Cashier"
Address: P.O. Box 476 Bridgeport, CA 93517
Contract Number: 19-10162
Email: <a href="mailto:kbunn@mono.ca.gov">kbunn@mono.ca.gov</a>

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

## **Exhibit A Scope of Work**

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

6. **Definitions**

This list of definitions is for use with this Agreement.

- A. **Applicant** - An individual who has applied to participate in the WIC Program.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the United States Department of Agriculture's (USDAs) Loving Support® Model for a Successful Peer Counseling Program. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.
- D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.
- E. **CDPH/WIC Division** means California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division - The Division within the California Department of Public Health that administers and oversees the WIC Program.
- F. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual.
- G. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency.
- H. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- I. **DBE** means Designated Breastfeeding Expert - Per USDA, a DBE is an individual who is an expert with special experience or training in helping breastfeeding mothers; providing breastfeeding expertise and care for more complex breastfeeding problems when WIC staff face situations outside their scope of practice. Individuals with this designation can be WIC staff including Breastfeeding Coordinators, Peer Counselor Coordinators, International Board Certified Lactation Consultants (IBCLCs), Certified Lactation Counselors or Certified Lactation Educators, nutritionists, and nurses or community health care providers such as physicians or nurses. Per

## Exhibit A Scope of Work

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

- J. **Designee** - A person who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures on behalf of the Contractor.
- K. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration funds and funding from another source.
- L. **EBT** means Electronic Benefit Transfer - An electronic process that allows a recipient to authorize transfer of their benefits from a government account to vendor's account to pay for products received.
- M. **FFY** means Federal Fiscal Year (October 1 through September 30).
- N. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers and markets are authorized and trained by CDPH/WIC to accept check booklets (separate from other WIC food benefits) that are distributed to WIC participants via WIC local agencies.
- O. **FMNP Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including booklet accountability, security and integrity, and staff training.
- P. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.
- Q. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- R. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- S. **MIS** means Management Information System - The CDPH/WIC Division's centralized data processing systems used to collect and store information concerning participant eligibility, enrollment, food benefits issuance and redemption for WIC local agencies. Includes the WIC WISE and all ancillary systems such as the California WIC App, WIX Reporting, Participant Portals, etc.
- T. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- U. **NSP** means Nutrition Services Plan - The NSP is a tool for the CDPH/WIC Division to use in planning overall WIC Program Nutrition Services. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>]. The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve

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

- V. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.
- W. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- X. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.
- Y. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.
- Z. **Participant** - An individual who meets all WIC Program eligibility criteria and is enrolled in the WIC Program and receives nutrition benefits.
- AA. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.
- BB. **Quality Assurance (QA)** means a retrospective review process which demonstrates that a service fulfilled or met a set of requirements or criteria.
- CC. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.
- DD. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report.
- EE. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.
- FF. **Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- GG. **ULO** means Unliquidated Obligations - Unpaid WIC Program financial commitments within a budget period.

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- HH. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.
- II. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include: WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.
- JJ. **WIC Director** - The manager who is responsible for day-to-day WIC Programs operations.
- KK. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.
- LL. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.
- MM. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- NN. **WPPM** means the WIC Policy and Procedure Manual.

**7. Contractor Responsibilities**

**A. Administrative Contract Requirements**

**1) Caseload Management and Performance Standard**

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

<u>Budget Period</u>	<u>Caseload</u>
1. 10/1/19 – 9/30/20	210
2. 10/1/20 – 9/30/21	210
3. 10/1/21 – 9/30/22	210

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

**2) Program Monitoring**

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

## **Exhibit A Scope of Work**

compliance during program monitoring may be subject to more frequent monitoring, and if findings are not corrected, sanctions may be imposed.

### **3) Quality Assurance and Quality Improvement**

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, or by CDPH/WIC program monitoring, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further information on QI, see Standard 16 in the current WIC Nutrition Services Standards [<https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards>].

### **4) Staffing Standards**

- a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment I.
- b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative and duties relating to certification, referral, outreach, education, planning and supervisory functions. The Contractor may employ WNAs, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.
- c) The Contractor shall employ RDs for activities that support participant nutrition needs and oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

#### **d) WIC Director**

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the principle liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all fiscal, administrative, and operational requirements and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to their CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the fiscal, administrative, and operational requirements and services to be performed in accordance with Exhibit A, Attachment I.

#### **e) Nutrition Education Coordinator**

The Contractor shall designate a RD to serve in the role of the WIC Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.



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f) Breastfeeding Coordinator

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the WIC Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.

g) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point of contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

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

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

i) NVRA Coordinator

The Contractor shall designate one or more staff to serve in the role of the NVRA Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at their WIC local agency's WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

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

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics accredited WIC dietetic internship program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Qualified WIC employee applicants seeking Community Nutrition focus are to be given priority in the candidate selection process. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website). Provide bi-annual status reports and information to the CDPH/WIC Division's Dietetic Internship (DI) Coordinator, regarding the RD exam pass rate, intern data, ACEND notifications, and other relevant program internship information including intern selection, number of interns, costs or budget changes. Work with other internship directors, DI Coordinator, and state representatives to address challenges, acknowledge accomplishments, and make recommendations on ways to sustain quality of services. Funding of project is contingent on meeting performance outcome standards.

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

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

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

### **5) Professional Certifications**

The Contractor shall ensure professional staff listed under "Staffing Standards" here within the Exhibit A, Scope of Work (SOW), and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

### **6) Program Materials**

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

### **7) Staff Training Requirements**

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.
- b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00. This includes Civil Rights, Alcohol and Drug Abuse, National Voter Registration Act, and Code of

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

- c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

### **8) Travel**

The Contractor's staff shall be allowed to travel to attend trainings and conferences; attend committee meetings; provide services at WIC Sites; and provide community outreach activities.

### **9) Data Collection**

Data collection and management information systems (MIS) required by the CDPH/WIC Division shall be utilized to address and minimize fraud opportunities.

- a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).
- b) The Contractor shall only utilize the data collection and/or MIS provided by the CDPH/WIC Division.

### **10) Nutrition Services Plan**

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

### **11) WIC Site Changes**

- a) The Contractor shall keep open and continue services at all of the approved WIC Sites, unless prior written approval to close a WIC Site has been provided by the CDPH/WIC Division.
- b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.
- c) The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new, relocation, and/or closure of WIC Sites, in

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

- d) The CDPH/WIC Division will base their decision on the review of the Contractor's WIC Site Request packet, and in accordance with WPPM 1000-06.
- e) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a site that is not approved by CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.
- f) Based on unmet need data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. If so determined, the CDPH/WIC Division will first work with the existing contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential contractors to open additional sites based on CDPH/WIC service site location needs. If CDPH/WIC Division determines that a site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the site, address participant access needs, and amend the contract accordingly.
- g) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

### **12) Time Reporting Requirement**

The Contractor shall make available all time studies upon request of the CDPH/WIC Division.

- a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week a month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories: 1) general administration, 2) client services, 3) nutrition education, and 4) breastfeeding.
- b) The time studies shall be reported in accordance with Paragraph 13 below as part of the Report of Actual Expenditures process.
- c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)  
The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties as outlined in Exhibit A, Attachment I, Task 7.
- d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)  
The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 8.

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**13) Report of Actual Expenditures Requirement**

- a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15<sup>th</sup>, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.
- b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.
- c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.
- d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.
- e) The Contractor shall submit the following with the RAE packet:
  1. The Expenditure Worksheet;
  2. The NSA Operating Expenses Worksheet;
  3. The Agency Time Sheet Summary; and,
  4. The RAE Worksheet (signed)
- f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

**14) Nutrition Education Minimum Expenditure**

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth (1/6) (approximately 18%) of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth (1/6) (approximately 18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

**15) Breastfeeding Promotion and Support Minimum Expenditure**

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA minimum expenditure requirement published each year around October. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.

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- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

**16) Subcontract Requirements**

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$2,500 in accordance with requirements specified in Exhibit D, Provision 3.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

**17) Procurement Requirements**

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any procurement purchase exceeding \$2,500 in accordance with requirements specified in Exhibit D, Provision 1.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

**18) Inventory and Management of State Property Requirements**

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

**19) Motor Vehicles and Vehicle Maintenance**

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under "Travel" here within the Exhibit A, SOW and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows: Legal Owner is the California Department of Public Health; Registered Owner is the Contractor's Legal Name.
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.
- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding \$2,500. The Contractor shall obtain at least three (3)

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bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

### **20) Information Technology and System Support Services**

- a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division on technology related implementation and support initiatives. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall promptly notify the CDPH/WIC Division whenever there is a change in the IT POC.
- b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC local agency Super User or Application Administrator(s) (if different than the IT POC) who shall on a monthly basis, monitor, review, create, and maintain correct access rights (minimum use approach) to the WIC MIS systems for their WIC local agency staff. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. The Contractor shall promptly notify the state if there is a change to the WIC local agency Super User or Application administrator.
- c) The Contractor shall ensure that all users have read and signed the technology use agreement form and have submitted a copy to the CDPH/WIC Division.
- d) The Contractor IT POC shall actively participate in state planned WIC technology user workgroups.
- e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.
- f) The Contractor is responsible for the implementation and ongoing support of its wide area network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, hardware, and security on the local side of the network.
- g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).
- h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:
  1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment;
  2. Allow workstations and other WIC devices to communicate via TCP/IP through the CDPH/WIC Division router to access WIC resources on the State Wide Area Network (WAN);
  3. Allow EBT related peripherals devices such as EBT card readers, EBT card writers, pin pads, and other WIC devices to be able to receive TCP/IP communication through the CDPH/WIC Division router and the State WAN.
  4. Allow video conferencing equipment to be able to communicate with CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.

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- i) The Contractor shall support implementation and maintenance of WIC technology activities:
  - 1. Implement infrastructure and devices needed to perform WIC Program business in accordance with CDPH/WIC Division/State of California Information Technology minimum hardware standards, located on the CDPH/WIC Local Agency SharePoint Site [<https://partners.cdph.ca.gov/sites/LASS/>].
  - 2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
  - 3. Ensure that the acquired technology hardware and software meets the minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, etc.
  
- j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
  - 1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed; and
  - 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or in the State network.
  
- k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
  - 1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations; and
  - 2. If software or hardware is not performing as expected, contact the manufacturer for resolution.
  
- l) The Contractor shall ensure proper security of local network systems and WIC data:
  - 1. Ensure that the devices in the WIC local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network; and
  - 2. When data traverses wireless networks and/or the internet, communications shall be protected with a minimum of 256 bit encryption through an encryption network.
  
- m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.

### **21) Implementation of Technology Projects**

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, autodialer, video conferencing, implementation of a new MIS, and implementation of an electronic benefit transfer (EBT) service. The Contractor shall actively support the implementation of state information technology projects by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.



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**22) Emergency and Disaster Planning**

- a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to schedule enrollment appointments and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

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

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

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

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

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

**Exhibit A**  
**Scope of Work**

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

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

The Contractor shall designate one or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation services.

**26) Breastfeeding Peer Counselor Database** (only applies to the contract with Public Health Foundation Enterprises, Inc.)

The following only applies to PHFE, which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

a) Responsibilities of PHFE includes, but are not limited to:

1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
2. Ensuring local agencies can access their own agency reports and documentation.
3. Maintaining a secure, interactive automated educational text messaging function.
4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.

b) PHFE is bound to the following requirements, terms, and conditions, concerning the PCDB, as stated in the WIC local agency contract:

1. Information Privacy and Security Requirements, as specified in Exhibit G, Section XI, which includes reporting any incidents involving unauthorized use of this data file to the California Department of Public Health (CDPH) Program Contract Manager, CDPH Privacy Officer, and CDPH Chief Information Security Officer (and CDPH IT Service Desk).
2. Special Terms and Conditions pertaining to Confidentiality of Information, as specified in Exhibit D, Provision 8.

c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE WIC data from the PCDB are used for research studies, PHFE will adhere to the research request and approval process outlined in the contract between CDPH/WIC and PHFE. At no time will PHFE use data from any other WIC local agency for additional research or analytical purposes.

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

**Task 1: Nutrition Assessment and Certification:**

**Objective:** The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide WIC Program benefits.

**Activities to Support the Objective**

Activity 1: Assess that applicants meet eligibility criteria: 1) categorical, 2) residential, 3) financial and 4) nutritional risk. If applicants meet these four criteria, certify eligible applicants and document ineligibles.

Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant.

Activity 3: Provide and document health and social service referrals as appropriate.

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

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

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

**Deliverables**

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

B. Nutrition assessments are completed on all eligible WIC applicants/participants.

C. Food benefits are prescribed accurately to all WIC applicants/participants.

D. Appropriate referrals are provided to all WIC applicants/participants.

E. All information on certified participants is accurately documented in the CDPH/WIC Division authorized MIS. Each participant shall have an INEP/Care Plan which includes a goal and appropriate secondary education follow up plan.

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

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

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

**Task 2: Nutrition Education:**

**Objective:** The Contractor shall, on an ongoing basis, provide nutrition education to all WIC participants.

**Activities to Support the Objective**

Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risk and participant concerns.

Activity 2: Provide and document the minimum number of required nutrition education contacts per the participant's category and certification period.

Activity 3: Provide high risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high risk criteria based on the participant's nutrition assessment.

Activity 4: Utilize CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 7.A.6.

**Deliverables**

- A. Participants are provided initial and secondary nutrition education based on the individual nutrition education care plan, their participant category, and any subsequent assessments.
- B. Document all participant nutrition education information in the CDPH/WIC Division authorized MIS.
- C. Refer to Exhibit A, SOW, Provision 7.A.14.

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

**Task 3: Food Benefits and Issuance:**

**Objective:** The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using the CDPH/WIC Division authorized MIS.

<b>Activities to Support the Objective</b>
Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.
Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling and storage of all check/card stock, food benefits, peripheral devices, laptops and portable printers, and if applicable, FMNP booklets.
<b>Deliverables</b>
A. Food benefits are accurately issued.
B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.
C. The handling procedures for check/card stock, food benefits, laptops, and portable printers and FMNP booklets (if applicable), meet program security standards.

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

**Task 4: Breastfeeding Promotion and Support:**

**Objective:** The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

**Activities to Support the Objective**

Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum women unless medically contraindicated.

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

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

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

**Deliverables**

- A. Participants are provided accurate breastfeeding information.
- B. Document all participant breastfeeding education provided in the CDPH/WIC Division authorized MIS.
- C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals.
- D. Document breast pump issuance and the reasons for issuance in the CDPH/WIC Division authorized MIS.
- E. Maintain an accurate inventory of breast pumps.
- F. Maintain all breast pumps in a clean and working condition.

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

**Task 5: Outreach:**

**Objective:** The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

<b>Activities to Support the Objective</b>
Activity 1: Provide WIC Program information to and coordinate with health and social service organizations to encourage referrals to the WIC Program.
Activity 2: Annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.
<b>Deliverables</b>
A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.
B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, SOW, Provision 7.A.6.

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

**Task 6: WIC Vendor Technical Assistance and Support:**

**Objective:** The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide technical assistance to WIC authorized vendors.

**Activities to Support the Objective**

Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training to WIC local agency staff on the two Code of Conduct trainings: Conflict of Interest and Confidentiality.

Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, technical assistance (TA) visits.

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

Activity 4: Attend CDPH/WIC Division conducted vendor training at least once within the period of the contract.

**Deliverables**

- A. Assist the Contractor's Training Coordinator to ensure that both the Conflict of Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict of Interest Statement.
- C. Meet a minimum 90 percent performance standard of vendor onsite visits completed for each assigned vendor three times during the FFY, which begins October 1.
- D. Document results of every WIC authorized vendor site visit using the CDPH/WIC Division LVL reporting process.
- E. Provide WIC Program information and referrals to vendors, upon request.
- F. Conduct onsite preauthorization visits (OPV) on an as needed basis.
- G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.



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

**Task 7: Farmers' Market Nutrition Program (only applies to the Contractor that receives funds for this service):**

**Objective:** The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using the CDPH/WIC Division authorized MIS; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

**Activities to Support the Objective**

Activity 1: Issue WIC FMNP food benefits via a FMNP booklet, to eligible participants based on established distribution protocol.

Activity 2: Provide nutrition education to FMNP food benefit recipients and document in the CDPH/WIC Division authorized MIS.

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

Activity 4: Designate an FMNP Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP booklets assigned to the WIC local agency by CDPH/WIC Division.

**Deliverables**

- A. Prior to season start up, the Contractor shall submit an FMNP Season Start Up Package that includes the following components:
  - 1. Name and contact information of the WIC local agency's FMNP Coordinator;
  - 2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
  - 3. A printed list of local WIC-authorized markets informing FMNP recipients of where to use FMNP booklets;
  - 4. Instructional guidance for recipients on how to use FMNP booklets;
  - 5. Plan for providing in-service training to WIC local agency staff on FMNP procedures;
  - 6. Activities planned with local farmers' markets and market associations to promote program benefits and participation;
  - 7. A printed list or explanation of the method used to inform FMNP recipients where to use FMNP booklets; and
  - 8. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.
- B. The Contractor shall document nutrition education contacts in the CDPH/WIC Division authorized MIS for all FMNP benefit recipients.
- C. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.
- D. The Contractor shall submit by December 31<sup>st</sup> of each FFY, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP booklets assigned to the WIC local agency in the previous year.

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

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

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

**Activities to Support the Objective**

Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.

Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.

Activity 3: Provide regular supervision and monitoring of peer counselors.

**Deliverables**

- A. A process for referring participants who would most benefit from mother to mother breastfeeding support to the Breastfeeding Peer Counseling program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
- B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high risk issues outside of their scope of practice to the WIC designated breastfeeding expert.
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC designated breastfeeding expert, are documented in the CDPH/WIC Division authorized MIS or program database.
- D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded staff performing BFPC-related duties.

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

**Task 9: Regional Breastfeeding Liaison Program (only applies to the Contractor that receives funds for this service):**

**Objective:** The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency's RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

**Activities to Support the Objective**

Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to promote WIC Program services, including WIC breastfeeding support services, within their community or region by establishing/fostering relationships with community stakeholders who reach WIC-eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, MCAH/Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).

Activity 2: The RBL will work with health care providers, hospitals, employers, and community partners within their region to improve their understanding of breastfeeding, WIC's role as a breastfeeding resource, and to increase referrals to the WIC Program.

**Deliverables**

- A. The Contractor shall develop an RBL Plan of Action using the CDPH/WIC Division's RBL Action Plan template.
- B. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by CDPH/WIC RBL Program staff.
- C. The RBL shall provide activity updates to the WIC Director(s) at the contracting agency each quarter or as required by the CDPH/WIC Division.
- D. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

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

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

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

Identity of Customer:

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

Identity of Third Party Entity:

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

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

**1. Term and Termination**

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

**2. Scope of Work**

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

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

**3. Cost**

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

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

**4. Indemnification**

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

**5. Insurance**

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

A. Workers' Compensation insurance

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

B. Liability insurance

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

C. General Liability

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

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

D. Professional Liability/Errors and Omissions

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

E. Comprehensive Automobile Liability Insurance

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

**6. Confidentiality**

A. Maintenance of Confidential Information

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

B. Protection of Personally Identifiable Information and Protected Health Information

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

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

disclosure of WIC information that it becomes aware of.

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

**7. Notices**

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

Customer:

Name	
Attn.	
Address	
Email	

Third Party Entity:

Name	
Attn.	
Address	
Email	

**8. Venue**

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



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

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

**9. Access to Records/Retention**

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

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

**10. Administration**

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

Customer:

Signature	
Date	
Printed Name	
Title	

Third Party Entity:

Signature	
Date	
Printed Name	
Title	

**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Item amounts specified in Attachment I, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted not more frequently than bi-weekly in arrears to:

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

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

- D. Invoices shall:
  - 1) Be prepared on the Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
  - 2) Identify the billing and/or performance period covered by the invoice.
  - 3) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

E. Amounts Payable

The amounts payable under this agreement shall not exceed:

\$827,178.00 for the budget period of 10/01/19 through 09/30/22.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

**Exhibit B**  
**Budget Detail and Payment Provisions**

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

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

**4. Timely Submission of Final Invoice**

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

**5. Expense Allowability / Fiscal Documentation**

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

**6. Recovery of Overpayments**

- A. The Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
  - 1) The Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
  - 2) A repayment schedule which is agreeable to both the State and the Contractor.

**Exhibit B**  
**Budget Detail and Payment Provisions**

- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**7. Advance Payments**

No advance payment is allowed under this Contract.

**8. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

**9. Additional Invoicing Requirements**

- A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.
- B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.
- C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.
- D. The Contractor shall submit one (1) original invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an

**Exhibit B**  
**Budget Detail and Payment Provisions**

alternate period has been requested, and written approval is provided by the CDPH/WIC Division.

- E. Invoices shall be submitted for payment no more than forty-five (45) calendar days following the close of each billing period.
- F. The Contractor shall submit the following with each invoice packet:
  - 1) The completed invoice (signed)
  - 2) The corresponding NSA Operating Expenses Worksheet
  - 3) The NSA Operating Expenses Master Summary Worksheet
- G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for noncompliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within 5 working days. Upon receipt of a corrected invoice packet, CDPH has 45 days from the date of receipt to review and process for payment.
- H. Year-End Requirements:
  - 1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15<sup>th</sup>, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.
  - 2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1<sup>st</sup>, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year-End Supplemental Invoice.
  - 3) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15<sup>th</sup>, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 7.A.13 for more details on the RAE requirements.

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

Personnel	WIC Position Title	Exhibit A SOW 7.A	Exhibit A Attach I	Current Base Annual Salary Minimum	Current Base Annual Salary Maximum	Year 1		Year 2		Year 3		Total
						10/1/2019 - 9/30/2020	Budgeted Amount	10/1/2020 - 9/30/2021	Budgeted Amount	10/1/2021 - 9/30/2022	Budgeted Amount	
	WIC Director/Registered Dietician	1-22	1-6	58,022	70,527	1.00	68,848	1.00	70,527	1.00	70,527	209,902
	WIC Nutrition Assistant <sup>1</sup>	2,3,6-12,14,15,18-22	1-6	48,812	59,332	0.60	35,909	0.60	36,762	0.60	37,635	110,306
	Fiscal & Administrative Officer <sup>2</sup>	12,13		68,970	83,834	0.01	830	0.01	851	0.01	872	2,553
	Public Health Nurse	12		78,034	94,850	0.03	2,583	0.03	2,648	0.03	2,714	7,945
	Overtime <sup>3</sup>											-
	Salaries and Wages						108,170		110,788		111,748	330,706
	<b>Total FTE</b>					<b>1.64</b>		<b>1.64</b>		<b>1.64</b>		
	Fringe Benefits <sup>4</sup>					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
						72.5800%	78,509	72.5800%	80,409	72.5800%	81,106	240,024
	<b>Total Personnel</b>						<b>186,679</b>		<b>191,197</b>		<b>192,854</b>	<b>570,730</b>
	Operating Expenses	Exhibit A SOW 7.A	Exhibit A Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
	General Expenses <sup>5</sup>	6, 17,18,19	1-9				6,617		6,617		7,982	21,216
	Travel <sup>6</sup>	8	1-9				7,343		7,343		7,343	22,029
	Training	4, 5, 7, 17	1-9				575		575		575	1,725
	Outreach/Media/Promotion	17	1-9				9,601		4,179		826	14,606
	Facility Costs (See Exhibit B, Attach II for breakdown) <sup>7</sup>	11	1-9				27,576		27,576		27,576	82,728
	<b>Total Operating Expenses</b>						<b>51,712</b>		<b>46,290</b>		<b>44,302</b>	<b>142,304</b>
	Major Equipment <sup>8</sup> (Unit Cost of \$5,000 or More)	Exhibit A SOW 7.A	Exhibit A Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
	Equipment <sup>9</sup>	6,17,18, 20, 21	1-9						-		-	-
	Vehicles <sup>10</sup>	8, 17,18,19	1-9						-		-	-
	<b>Total Major Equipment</b>											
	Subcontracts <sup>11</sup>	Exhibit A SOW 7.A	Exhibit A Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
	<b>Total Subcontracts</b>											
	Indirect Costs					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
	Total Personnel Costs					20.0000%	37,335	20.0000%	38,239	20.0000%	38,570	114,144
	Total Direct Costs (Personnel + Operating)											
	<b>Total Indirect Costs</b>						<b>37,335</b>		<b>38,239</b>		<b>38,570</b>	<b>114,144</b>
	<b>Total Budget</b>						<b>\$ 275,726</b>		<b>\$ 275,726</b>		<b>\$ 275,726</b>	<b>\$ 827,178</b>

\*All costs will be reviewed by CDPH for approval

- ① Bilingual - Positions that receive Bilingual pay will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- ② Additional Pay (Longevity, Retention, Differential and COLA) - Positions that receive these compensations will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- 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 items such as: Minor equipment (i.e., office furniture, IT equipment, anthropometric items, etc.), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses (i.e., telephone services, printing)
- ⑥ Travel - All costs reimbursed shall be in accordance with CaHR rates.
- ⑦ Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.
- ⑧ Major Equipment - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.
- ⑨ Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.
- ⑩ Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.
- ⑪ Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.







**Exhibit D**  
**Special Terms and Conditions**

*(For Subvention/Local Assistance Agreements)*

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

**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	
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
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**1. Procurement Rules**

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

**a. Equipment definitions**

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

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

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

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

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

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

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

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

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers,

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employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
  - [1] Avoid purchasing unnecessary or duplicate items.
  - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
  - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

## 2. Equipment Ownership / Inventory / Disposition

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

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

Unless otherwise stipulated in this Agreement, all equipment and/or property that are

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purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

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

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

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Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

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

g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

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- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

**3. Subcontract Requirements**

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

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- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
  - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
  - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
  - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
  - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

#### 4. Income Restrictions

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

#### 5. Site Inspection

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

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**6. Intellectual Property Rights**

**a. Ownership**

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



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CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

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

**b. Retained Rights / License Rights**

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

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials

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

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

(1) Contractor represents and warrants that:

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

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

- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

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

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functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

**h. Survival**

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

**7. Prior Approval of Training Seminars, Workshops or Conferences**

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

**8. Confidentiality of Information**

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

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**9. Documents, Publications and Written Reports**

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

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

**10. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the

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regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**11. Officials Not to Benefit**

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

**12. Prohibited Use of State Funds for Software**

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

**13. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

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

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.

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- (6) Hardship pay.
- (7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

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

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

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

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

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

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

(b) **Example No. 2:**

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

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(c) **Example No. 3:**

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

**14. Cancellation**

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



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**1. Additional Incorporated Documents**

The following documents and any subsequent updates are not attached to this Agreement, but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the CDPH/WIC Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

- 1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [<http://law2.house.gov/>], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [<https://www.ecfr.gov/>];
- 2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [<http://law2.house.gov/>], and the regulations contained in the Title 7, CFR, Part 248 [<https://www.ecfr.gov/>], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314):
- 3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [<https://www.fns.usda.gov/wic/policy/>]; and
- 4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [<https://www.ecfr.gov/>].

B. The following applicable State laws and regulations:

- 1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 - 123355 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [<https://govt.westlaw.com/calregs/Index>];
- 2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>]; and
- 3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [<http://leginfo.legislature.ca.gov/faces/codes.xhtml>].

C. The following applicable CDPH/WIC Division administrative rules, policies, and procedures:

- 1) The WIC Policy and Procedure Manual (WPPM) located on the CDPH/WIC Local Agency SharePoint Site under Policy [<https://partners.cdph.ca.gov/sites/LASS/>]. All updates issued as of the effective date of this Agreement, and any subsequent updates. This manual will

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be updated periodically by the CDPH/WIC Division, as required by program and/or Federal directives;

- 2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor (e.g., a revision to the WPPM which may be conveyed via a WIC Information Notice and/or a WIC Director Call and its minutes);
- 3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [<https://partners.cdph.ca.gov/sites/LASS/>]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.
- 4) All documents submitted with the completed Contract Application.

### **2. Insurance Requirements**

#### **A. General Provisions Applying to All Policies**

- 1) Coverage Term - Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause - Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements - Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.

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- 8) Use of Subcontractors - In the case of the Contractor's utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

**B. Insurance Coverage Requirements**

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – The Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – The Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – The Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – The Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as

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transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 6) Aircraft Liability (when required) – The Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

**3. Avoidance of Conflicts of Interest by the Contractor**

- A. The CDPH/WIC Division intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, the CDPH/WIC Division reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the CDPH/WIC Division review and prior approval. The CDPH/WIC Division's policy for conflicts of interest, with which the Contractor must comply, is specified in WPPM 150-10.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
  - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If the CDPH/WIC Division is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the CDPH/WIC Division to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the CDPH/WIC Division and cannot be resolved to the satisfaction of the CDPH/WIC Division, the conflict will be grounds for terminating the contract. The CDPH/WIC Division may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Any costs (including legal costs) incurred as a result of a conflict of interest determined by the court or by the State shall be the responsibility of the Contractor.

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**4. Civil Rights Assurance**

- A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.
- B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.
- C. The Contractor must notify applicants and participants that:
- 1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.
  - 2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.
  - 3) Program information may be made available in languages other than English.
- D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:
- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410;
  - 2) Fax: (202) 690-7442;
  - 3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).
- E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.

**Exhibit E**  
**Additional Provisions**

- F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

**5. Independent Research**

- A. The Contractor shall submit a request for and receive written approval from the CDPH/WIC Division prior to conducting independent research or collaborating with an outside party, including a university or research institution, to conduct independent research collecting or using data from the CDPH/WIC Division or participants. Independent Research includes research, articles, reports, and materials that are not necessary for the performance of the Agreement. Independent research is produced by the Contractor, subcontractor and/or outside entity using data from WIC that has been obtained directly from WIC participants, WIC staff, and/or WIC vendors through a variety of means including but not limited to surveys, focus groups, and interviews or indirectly using the CDPH/WIC Division authorized management information system regardless of the funding source.
- B. If the Contractor's research request is approved in writing by the CDPH/WIC Division, all presentations and publications based on that research must be reviewed by the CDPH/WIC Division before publication, presentation, or distribution.
- C. Paragraphs A. and B. of this section address research studies conducted independently of the CDPH/WIC Division, and not potential research projects solicited and administered by the CDPH/WIC Division.
- D. The Contractor agrees if WIC funds are used to perform the research, then the CDPH/WIC Division is the sole owner of the data that is based on the research. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.
- E. The Contractor agrees that any independent research or collaboration must comply with the confidentiality provisions set forth in federal regulations (7 CFR part 246.26) and Exhibit G to this Agreement, the Information Privacy and Security Requirements Exhibit for CDPH/WIC Division Contracts.

Exhibit F  
**Federal Terms and Conditions**

*(For Federally Funded Subvention/Local Assistance Agreement)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

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

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Exhibit F  
Federal Terms and Conditions

**1. Federal Contract Funds**

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

**2. Federal Equal Opportunity Requirements**

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.



Exhibit F  
Federal Terms and Conditions

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

**3. Debarment and Suspension Certification**

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

Exhibit F  
Federal Terms and Conditions

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
  - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
  - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

**4. Covenant Against Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**5. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

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

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Federal Terms and Conditions

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

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

b. Prohibition

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

**6. Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

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

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

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

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

**7. Federal Requirements**

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

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

**8. Air or Water Pollution Requirements**

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

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

**9. Smoke-Free Workplace Certification**

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

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

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

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

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

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

## 11. Human Subjects Use Requirements

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

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

## 12. Financial and Compliance Audit Requirements

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

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

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

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

### 13. Audit and Record Retention

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

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

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

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

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**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING**

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

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_____	_____
Name of Contractor	Printed Name of Person Signing for Contractor
_____	_____
Contract Number	Signature of Person Signing for Contractor
_____	_____
Date	Title

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

California Department of Public Health

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



**Exhibit F  
Federal Terms and Conditions**

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier ____, if known:</p> <p>Congressional District, If known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known: _____</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="padding-left: 40px;">\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

Exhibit F  
Federal Terms and Conditions

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

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

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted or used by the Contractor for or on **behalf** of the California Department of Public Health (hereinafter “CDPH”), pursuant to the Contractor’s agreement with CDPH. (Such personal and confidential information is referred to herein collectively as “CDPH PCI”.)

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and the Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

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

“Breach” means:

    1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
    2. unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the Contractor. Good faith acquisition of

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personal information by an employee or agent of the Contractor for the purposes of the Contractor is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

- B. Confidential Information: “Confidential information” means:
1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);
  2. information that does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
  3. information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or
  3. any information about a vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status; or
  4. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
  2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between the Contractor and CDPH, including this Exhibit; or

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

3. the attempted or successful modification or destruction of, or interference with the Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
  4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. The Contractor shall limit access to CDPH PCI to only those employees, agents, and subcontractors CDPH WIC has determined have a need to know the CDPH PCI in order to perform the Contractor's obligations under its agreement with CDPH WIC. Disclosure of CDPH PCI to any other party or individual including the Contractor's employees, agents, and subcontractors, is unauthorized.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under the Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. The Contractor shall provide CDPH with the Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of the Contractor's obligations under the Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

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- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
  - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
  - C. The Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: The Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under the Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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**(For CDPH WIC Contracts)**

XI. Breach and Security Incident Responsibilities:

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

The Contractor shall take:

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

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

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



**Exhibit G  
Information Privacy and Security Requirements  
(For CDPH WIC Contracts)**

<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>	<b>CDPH OLS Contact for Third Party Information Requests</b>
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 <sup>th</sup> Floor Sacramento, CA 95814  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413  Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a> Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5 <sup>th</sup> Floor Sacramento, CA 95814  Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: The Contractor shall document and make available to CDPH or (at the direction of CDPH) to an individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between the Contractor and CDPH (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

The Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

XIV. Audits, Inspection and Enforcement CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of the Contractor to monitor

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

compliance with this Exhibit. The Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between the Contractor and CDPH for any reason, the Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, the Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, the Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between the Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCI~~s~~ to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: The Contractor's obligations under this Exhibit shall continue until the Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between the Contractor and CDPH, the Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If the Contractor elects to destroy the CDPH PCI, the Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: The Contractor shall make itself and any subcontractors, workforce employees or agents assisting the Contractor in the performance of its obligations under the agreement between the Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where the Contractor or its subcontractor, workforce employee or agent is a named adverse party.

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- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If the Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of the Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between the Contractor and CDPH.

**Exhibit G**  
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**Attachment 1**  
Contractor Data Security Standards

**1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, the Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password

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**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

**2. System Security Controls**

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

**3. Audit Controls**

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

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

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

**5. Paper Document Controls**

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For CDPH WIC Contracts)**

- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
  
- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

## Contractor's Release

### Instructions to Contractor:

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

### Submission of Final Invoice

Pursuant to **contract number** 19-10162 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_, in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_.  
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): Mono County

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

**CDPH Distribution:** Accounting (Original) Program





SUSAN FANELLI  
Acting Director

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



GAVIN NEWSOM  
Governor

**Date: August 6, 2019**

**TO:** County of Sierra

**FROM:** California Department of Public Health (CDPH)

**SUBJECT:** 19-10190

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

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

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

- Two (2) original copies of the Standard Agreement (Std. 213) signature page only** (page one of the contract Agreement) both copies must bear original signatures;
- One (1) original copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the agreement.**

**NOTE: Submit your most current Insurance certification and a signed copy of the CCC Certification with your signed contract documents.**

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

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



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



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

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

In an effort to expedite this agreement through the approval process, **we request that the attached items be returned no later than August 23, 2019 in order to avoid disruption in services. Please let me know if you'll need additional time to return the signed documents.**

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

Thank you,

*Rhonda Carr*

Attachments

cc: CMU Analyst

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

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

Personnel	Exhibit A SOW 7.A	Exhibit A Attach I	Current Base Annual Salary Minimum	Current Base Annual Salary Maximum	Year 1		Year 2		Year 3		Total
					10/1/2019 - 9/30/2020	FTE	Budgeted Amount	FTE	Budgeted Amount	FTE	
WIC Director/Registered Dietician	1-22	1-6	58,022	70,527	1.00	68,848	1.00	70,527	1.00	70,527	209,902
WIC Nutrition Assistant <sup>1</sup>	2,3,6-12,14,15,18-22	1-6	48,812	59,332	0.60	35,909	0.60	36,762	0.60	37,635	110,306
Fiscal & Administrative Officer <sup>2</sup>	12,13		68,970	83,834	0.01	830	0.01	851	0.01	872	2,553
Public Health Nurse	12		78,034	94,850	0.03	2,583	0.03	2,648	0.03	2,714	7,945
<b>Overtime <sup>3</sup></b>											-
<b>Salaries and Wages</b>						<b>108,170</b>		<b>110,788</b>		<b>111,748</b>	<b>330,706</b>
<b>Total FTE</b>					<b>1.64</b>		<b>1.64</b>		<b>1.64</b>		
<b>Fringe Benefits <sup>4</sup></b>					<b>Percent</b>	<b>Budgeted Amount</b>	<b>Percent</b>	<b>Budgeted Amount</b>	<b>Percent</b>	<b>Budgeted Amount</b>	<b>Total</b>
					72.5800%	78,509	72.5800%	80,409	72.5800%	81,106	240,024
<b>Total Personnel</b>						<b>186,679</b>		<b>191,197</b>		<b>192,854</b>	<b>570,730</b>
<b>Operating Expenses</b>	Exhibit A SOW 7.A	Exhibit A Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
General Expenses <sup>5</sup>	6, 17, 18, 19	1-9				6,617		6,617		7,982	21,216
Travel <sup>6</sup>	8	1-9				7,343		7,343		7,343	22,029
Training	4, 5, 7, 17	1-9				575		575		575	1,725
Outreach/Media/Promotion	17	1-9				9,601		4,179		826	14,606
Facility Costs (See Exhibit B, Attach II for breakdown) <sup>7</sup>	11	1-9				27,576		27,576		27,576	82,728
<b>Total Operating Expenses</b>						<b>51,712</b>		<b>46,290</b>		<b>44,302</b>	<b>142,304</b>
<b>Major Equipment <sup>8</sup> (Unit Cost of \$5,000 or More)</b>	Exhibit A SOW 7.A	Exhibit A Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
Equipment <sup>9</sup>	6, 17, 18, 20, 21	1-9									-
Vehicles <sup>10</sup>	8, 17, 18, 19	1-9									-
<b>Total Major Equipment</b>											-
<b>Subcontracts <sup>11</sup></b>	Exhibit A SOW 7.A	Exhibit A Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
<b>Total Subcontracts</b>											-
<b>Indirect Costs</b>					<b>Percent</b>	<b>Budgeted Amount</b>	<b>Percent</b>	<b>Budgeted Amount</b>	<b>Percent</b>	<b>Budgeted Amount</b>	<b>Total</b>
Total Personnel Costs					20.0000%	37,335	20.0000%	38,239	20.0000%	38,570	114,144
Total Direct Costs (Personnel + Operating)											-
<b>Total Indirect Costs</b>						<b>37,335</b>		<b>38,239</b>		<b>38,570</b>	<b>114,144</b>
<b>Total Budget</b>						<b>\$ 275,726</b>		<b>\$ 275,726</b>		<b>\$ 275,726</b>	<b>\$ 827,178</b>

\*All costs will be reviewed by CDPH for approval

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

<sup>2</sup> Additional Pay (Longevity, Retention, Differential and COLA) - Positions that receive these compensations will show a higher budgeted amount. Justification and back-up documentation will be kept on file.

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

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

<sup>5</sup> General Expenses - Includes items such as: Minor equipment (i.e., office furniture, IT equipment, anthropometric items, etc.), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses (i.e., telephone services, printing)

<sup>6</sup> Travel - All costs reimbursed shall be in accordance with CalHR rates.

<sup>7</sup> Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.

<sup>8</sup> Major Equipment - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

<sup>9</sup> Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.

<sup>10</sup> Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.

<sup>11</sup> Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.







OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 3, 2019

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Monthly Treasury Transaction Report

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Treasury Transaction Report for the month ending 7/31/2019.

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### RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 7/31/2019.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Gerald Frank

**PHONE/EMAIL:** 7609325483 / gfrank@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 7/31/2019](#)

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### History

Time	Who	Approval
8/27/2019 12:18 PM	County Administrative Office	Yes
8/23/2019 4:44 PM	County Counsel	Yes
8/13/2019 10:54 AM	Finance	Yes



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2019, End Date: 7/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
<b>Buy Transactions</b>									
Buy	7/9/2019	91412HBL6	500,000.00	University of California 3.466 5/15/2024-18	106.12	530,595.00	2,599.50	2.13	533,194.50
Buy	7/23/2019	3130AGQ65	1,000,000.00	FHLB 2.43 7/23/2024-20	100.00	1,000,000.00	0.00	2.43	1,000,000.00
Buy	7/24/2019	20726ABD9	247,000.00	Congressional Bank 2.1 7/24/2024	100.00	247,000.00	0.00	2.10	247,000.00
<b>Subtotal</b>			<b>1,747,000.00</b>			<b>1,777,595.00</b>	<b>2,599.50</b>		<b>1,780,194.50</b>
Deposit	7/2/2019	OAKVALLEY0670	3.86	Oak Valley Bank Cash	100.00	3.86	0.00	0.00	3.86
Deposit	7/15/2019	LAIF6000Q	110,320.05	Local Agency Investment Fund LGIP	100.00	110,320.05	0.00	0.00	110,320.05
Deposit	7/31/2019	CAMP60481	9,268.73	California Asset Management Program LGIP	100.00	9,268.73	0.00	0.00	9,268.73
Deposit	7/31/2019	OAKVALLEY0670	10,070.25	Oak Valley Bank Cash	100.00	10,070.25	0.00	0.00	10,070.25
Deposit	7/31/2019	OAKVALLEY0670	24,568,084.90	Oak Valley Bank Cash	100.00	24,568,084.90	0.00	0.00	24,568,084.90
<b>Subtotal</b>			<b>24,697,747.79</b>			<b>24,697,747.79</b>	<b>0.00</b>		<b>24,697,747.79</b>
<b>Total Buy Transactions</b>			<b>26,444,747.79</b>			<b>26,475,342.79</b>	<b>2,599.50</b>		<b>26,477,942.29</b>
<b>Interest/Dividends</b>									
Interest	7/1/2019	84485EAE7	0.00	Southwest Financial Federal CU 3.15 2/26/2021		0.00	644.67	0.00	644.67
Interest	7/1/2019	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	337.00	0.00	337.00
Interest	7/1/2019	369674AX4	0.00	GE Credit Union 3 8/31/2020		0.00	613.97	0.00	613.97
Interest	7/1/2019	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	604.11	0.00	604.11
Interest	7/1/2019	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	654.45	0.00	654.45
Interest	7/1/2019	794881BQ4	0.00	SALDEV 1.25 7/1/2019		0.00	1,000.00	0.00	1,000.00
Interest	7/3/2019	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	322.19	0.00	322.19
Interest	7/5/2019	31926GAL4	0.00	First Bank of Greenwich 3 11/8/2020		0.00	606.58	0.00	606.58
Interest	7/5/2019	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	573.04	0.00	573.04
Interest	7/5/2019	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	287.67	0.00	287.67
Interest	7/8/2019	89236TFS9	0.00	Toyota Motor Credit 3.35 1/5/2024		0.00	8,375.00	0.00	8,375.00
Interest	7/9/2019	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	706.07	0.00	706.07
Interest	7/10/2019	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	716.30	0.00	716.30



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2019, End Date: 7/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/10/2019	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	412.81	0.00	412.81
Interest	7/11/2019	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	322.19	0.00	322.19
Interest	7/11/2019	61747MF63	0.00	Morgan Stanley Bank 2.65 1/11/2023		0.00	3,219.57	0.00	3,219.57
Interest	7/12/2019	501798LJ9	0.00	LCA Bank Corporation 2.3 1/12/2022		0.00	2,794.34	0.00	2,794.34
Interest	7/12/2019	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	532.11	0.00	532.11
Interest	7/13/2019	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	603.74	0.00	603.74
Interest	7/13/2019	31938QQ98	0.00	FIRST BUSINESS BK MADISON WIS 1.9 1/13/2021		0.00	2,308.37	0.00	2,308.37
Interest	7/13/2019	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	583.27	0.00	583.27
Interest	7/13/2019	3137EADB2	0.00	FHLMC 2.375 1/13/2022		0.00	11,875.00	0.00	11,875.00
Interest	7/14/2019	88563LAG2	0.00	Three Rivers Federal Credit Union 2.8 11/14/2019		0.00	573.04	0.00	573.04
Interest	7/14/2019	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	533.63	0.00	533.63
Interest	7/15/2019	LOANHCCSD	0.00	Hilton Creek Community Service District 3.3 7/15/2		0.00	1,484.64	0.00	1,484.64
Interest	7/15/2019	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	695.84	0.00	695.84
Interest	7/15/2019	55266CQE9	0.00	MB FINANCIAL BANK, NATIONAL ASSN 1.8 1/15/2021		0.00	362.47	0.00	362.47
Interest	7/15/2019	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	583.27	0.00	583.27
Interest	7/15/2019	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	613.97	0.00	613.97
Interest	7/15/2019	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	604.11	0.00	604.11
Interest	7/16/2019	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	675.37	0.00	675.37
Interest	7/16/2019	42971GAA9	0.00	High Plains Bank 3 1/16/2024		0.00	3,644.79	0.00	3,644.79
Interest	7/17/2019	855736DA9	0.00	STATE BK & TR CO DEFIANCE OHIO 1.6 2/17/2021		0.00	322.19	0.00	322.19
Interest	7/17/2019	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	532.11	0.00	532.11
Interest	7/17/2019	3133EH7F4	0.00	FFCB 2.35 1/17/2023		0.00	11,750.00	0.00	11,750.00
Interest	7/17/2019	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	422.88	0.00	422.88
Interest	7/18/2019	42228LAC5	0.00	Healthcare Systems Federal Credit Union 3.2 1/18/2		0.00	3,887.78	0.00	3,887.78
Interest	7/18/2019	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	412.81	0.00	412.81
Interest	7/18/2019	59161YAA4	0.00	Metro Credit Union 2.95 7/17/2020		0.00	603.74	0.00	603.74





## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2019, End Date: 7/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/19/2019	909557HX1	0.00	United Bankers Bank 3 9/21/2020		0.00	613.97	0.00	613.97
Interest	7/19/2019	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	675.37	0.00	675.37
Interest	7/19/2019	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	473.22	0.00	473.22
Interest	7/19/2019	3135G0T94	0.00	FNMA 2.375 1/19/2023		0.00	11,875.00	0.00	11,875.00
Interest	7/20/2019	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	716.30	0.00	716.30
Interest	7/20/2019	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	583.27	0.00	583.27
Interest	7/21/2019	49254FAC0	0.00	Keesler Federal Credit Union 3.1 12/21/2020		0.00	634.44	0.00	634.44
Interest	7/21/2019	3135G0A78	0.00	FNMA 1.625 1/21/2020		0.00	8,125.00	0.00	8,125.00
Interest	7/22/2019	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	583.27	0.00	583.27
Interest	7/22/2019	90352RAC9	0.00	USAlliance Federal Credit Union 3 8/20/2021		0.00	604.11	0.00	604.11
Interest	7/22/2019	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	573.04	0.00	573.04
Interest	7/22/2019	140420RD4	0.00	CAPITAL ONE BANK USA NATL ASSN 1.8 1/22/2020		0.00	2,186.88	0.00	2,186.88
Interest	7/23/2019	33715LBE9	0.00	First Technology Federal Credit Union 2.3 8/23/201		0.00	463.15	0.00	463.15
Interest	7/24/2019	90331HNV1	0.00	US Bank NA 3.4 7/24/2023-23		0.00	8,500.00	0.00	8,500.00
Interest	7/24/2019	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	624.25	0.00	624.25
Interest	7/24/2019	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	706.07	0.00	706.07
Interest	7/24/2019	90331HNB5	0.00	US Bank NA 2 1/24/2020-19		0.00	5,000.00	0.00	5,000.00
Interest	7/25/2019	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	613.97	0.00	613.97
Interest	7/25/2019	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	402.74	0.00	402.74
Interest	7/26/2019	20070PHK6	0.00	COMMERCE ST BK WEST BEND WIS 1.65 9/26/2019		0.00	332.26	0.00	332.26
Interest	7/26/2019	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	521.88	0.00	521.88
Interest	7/26/2019	85916VBY0	0.00	STERLING BANK 1.7 7/26/2019		0.00	319.51	0.00	319.51
Interest	7/26/2019	91330ABA4	0.00	UNITY BK CLINTON NJ 1.5 9/26/2019		0.00	302.05	0.00	302.05
Interest	7/26/2019	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	532.11	0.00	532.11
Interest	7/26/2019	35637RCQ8	0.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019		0.00	291.99	0.00	291.99
Interest	7/26/2019	3133EJM48	0.00	FFCB 3.17 1/26/2024		0.00	15,850.00	0.00	15,850.00



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2019, End Date: 7/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/27/2019	3136G3H81	0.00	FNMA 1.45 1/27/2021-17		0.00	7,250.00	0.00	7,250.00
Interest	7/27/2019	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	573.04	0.00	573.04
Interest	7/28/2019	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	543.70	0.00	543.70
Interest	7/28/2019	3136G3C78	0.00	FNMA 1.55 7/28/2021-16		0.00	7,750.00	0.00	7,750.00
Interest	7/28/2019	3136G3L52	0.00	FNMA 1.3 1/28/2020-16		0.00	6,500.00	0.00	6,500.00
Interest	7/28/2019	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	675.37	0.00	675.37
Interest	7/29/2019	72247PAC0	0.00	Pine Bluff Cotton Belt FCU 2.8 8/31/2020		0.00	563.84	0.00	563.84
Interest	7/29/2019	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	432.95	0.00	432.95
Interest	7/29/2019	20786ABA2	0.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019		0.00	322.52	0.00	322.52
Interest	7/30/2019	560160AQ6	0.00	MAHOPAC NATL BK N Y 1.45 7/30/2019		0.00	1,761.65	0.00	1,761.65
Interest	7/31/2019	CAMP60481	0.00	California Asset Management Program LGIP		0.00	9,268.73	0.00	9,268.73
Interest	7/31/2019	17286TAC9	0.00	Citadel Federal Credit Union 3 10/30/2020		0.00	613.97	0.00	613.97
Interest	7/31/2019	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	644.38	0.00	644.38
Interest	7/31/2019	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	7/31/2019	084670BF4	0.00	Berkshire Hathaway Inc 3.4 1/31/2022		0.00	8,500.00	0.00	8,500.00
Interest	7/31/2019	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	7/31/2019	812541AA8	0.00	Seasons Federal Credit Union 3 10/30/2020		0.00	613.97	0.00	613.97
Interest	7/31/2019	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	10,070.25	0.00	10,070.25
<b>Subtotal</b>			<b>0.00</b>			<b>0.00</b>	<b>185,373.64</b>		<b>185,373.64</b>
<b>Total Interest/Dividends</b>			<b>0.00</b>			<b>0.00</b>	<b>185,373.64</b>		<b>185,373.64</b>
<b>Sell Transactions</b>									
Matured	7/1/2019	794881BQ4	160,000.00	SALDEV 1.25 7/1/2019	0.00	160,000.00	0.00	0.00	160,000.00
Matured	7/26/2019	85916VBY0	245,000.00	STERLING BANK 1.7 7/26/2019	0.00	245,000.00	0.00	0.00	245,000.00
Matured	7/26/2019	35637RCQ8	245,000.00	FREEDOM FIN BK W DES MOINES 1.5 7/26/2019	0.00	245,000.00	0.00	0.00	245,000.00
Matured	7/29/2019	20786ABA2	245,000.00	CONNECTONE BK ENGLEWOOD 1.55 7/29/2019	0.00	245,000.00	0.00	0.00	245,000.00
Matured	7/30/2019	560160AQ6	245,000.00	MAHOPAC NATL BK N Y 1.45 7/30/2019	0.00	245,000.00	0.00	0.00	245,000.00
<b>Subtotal</b>			<b>1,140,000.00</b>			<b>1,140,000.00</b>	<b>0.00</b>		<b>1,140,000.00</b>



## Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 6/30/2019, End Date: 7/31/2019

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Sell	7/15/2019	LOANHCCSD	9,437.40	Hilton Creek Community Service District 3.3 7/15/2	0.00	9,437.40	0.00	0.00	9,437.40
<b>Subtotal</b>			<b>9,437.40</b>			<b>9,437.40</b>	<b>0.00</b>		<b>9,437.40</b>
Withdraw	7/2/2019	FIT	1,000,000.00	Funds in Transit Cash	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	7/10/2019	CAMP60481	1,500,000.00	California Asset Management Program LGIP	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	7/19/2019	CAMP60481	1,500,000.00	California Asset Management Program LGIP	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	7/22/2019	CAMP60481	3,500,000.00	California Asset Management Program LGIP	0.00	3,500,000.00	0.00	0.00	3,500,000.00
Withdraw	7/24/2019	CAMP60481	500,000.00	California Asset Management Program LGIP	0.00	500,000.00	0.00	0.00	500,000.00
Withdraw	7/24/2019	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	7/29/2019	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	0.00	4,000,000.00	0.00	0.00	4,000,000.00
Withdraw	7/31/2019	OAKVALLEY0670	24,695,193.09	Oak Valley Bank Cash	0.00	24,695,193.09	0.00	0.00	24,695,193.09
<b>Subtotal</b>			<b>38,695,193.09</b>			<b>38,695,193.09</b>	<b>0.00</b>		<b>38,695,193.09</b>
<b>Total Sell Transactions</b>			<b>39,844,630.49</b>			<b>39,844,630.49</b>	<b>0.00</b>		<b>39,844,630.49</b>



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 3, 2019

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Appointment of Supervisor Kreitz to  
Mammoth Lakes Housing Board

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Appointment of Supervisor Jennifer Kreitz to the Mammoth Lakes Housing Board, to replace Supervisor Stacy Corless.

### RECOMMENDED ACTION:

Appoint Supervisor Kreitz to the Mammoth Lakes Housing board.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 5538 / [sdedman@mono.ca.gov](mailto:sdedman@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

#### History

Time	Who	Approval
8/23/2019 9:46 AM	County Administrative Office	Yes
8/23/2019 4:51 PM	County Counsel	Yes
8/26/2019 4:29 PM	Finance	Yes



Jennifer Kreitz ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531  
*Shannon Kendall, Clerk of the Board*

To:     Honorable Board of Supervisors  
  
From:   Shannon Kendall, Clerk of the Board  
  
Date:   September 3, 2019

### **Subject**

Appointment of Supervisor Kreitz to Mammoth Lakes Housing Board.

### **Recommendation**

Appoint Supervisor Jennifer Kreitz to the Mammoth Lakes Housing Board of Directors.

### **Discussion**

The Mammoth Lakes Housing Board of Directors comprises eight members. At least one director shall be an elected official from Mono County, specifically a member of the Mono County Board of Supervisors.

### **Fiscal Impact**

None



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 3, 2019

**Departments:** Sheriff / Behavioral Health

**TIME REQUIRED**

**SUBJECT** Medication Assisted Treatment  
Expansion Project MOU

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Memorandum of Understanding between the Sheriff's Office and Health Management Associates.

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### RECOMMENDED ACTION:

Approve County entry into proposed California Medication Assisted Treatment (MAT) Expansion Project Memorandum of Understanding (MOU) with Health Management Associates and authorize Sheriff Ingrid Braun to execute the MOU on behalf of the County.

---

### FISCAL IMPACT:

There is no impact to the general fund and no match required for this grant. Granted funds of \$25,000 are for the purpose of expanding access to MAT in the County Jail.

---

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 760-932-7549 / [ibraun@monosheriff.org](mailto:ibraun@monosheriff.org)

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Memorandum of Understanding</a>
<input type="checkbox"/> <a href="#">Exhibit A</a>
<input type="checkbox"/> <a href="#">Grant Application</a>

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/27/2019 12:17 PM	County Administrative Office	Yes
8/28/2019 2:47 PM	County Counsel	Yes
8/20/2019 11:31 AM	Finance	Yes

**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

DATE: September 3, 2019  
TO: The Honorable Board of Supervisors

**Phillip West**  
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: California Medication Assisted Treatment Expansion Project  
Memorandum of Understanding

**RECOMMENDATION:**

Approve County entry into proposed California Medication Assisted Treatment (MAT) Expansion Project Memorandum of Understanding (MOU) with Health Management Associates and authorize Sheriff Ingrid Braun to execute the MOU on behalf of the County.

**DISCUSSION:**

The Mono County Sheriff's Office has been granted \$25,000 to participate in the California MAT Expansion Project. This technical assistance program was made available to teams from all California Counties interested in developing or expanding access to MAT for opioid addiction in their jails. This grant was applied for with the support and involvement of the Sheriff's Office, the Jail, Behavioral Health, Public Health and Superior Court.

Medication Assisted Treatment is the use of FDA-approved prescription medications, usually in combination with counseling and behavioral therapies, to provide a whole-person approach to the treatment of substance use disorders (SUD). MAT has been clinically effective to alleviate symptoms of withdrawal, reduce cravings, and block the brain's ability to experience the opiate's effect. Research shows that a combination of MAT and behavioral therapies is a successful method to treat SUD.

Treating SUD in jails presents unique challenges, and practices in treating SUD vary widely across California's jails. When this grant was first released in 2018, Mono County had no MAT available in the Jail and very limited MAT available in the County as a whole. This MAT in County Criminal Justice Systems Learning Collaborative will prepare County Teams to improve and expand access to MAT throughout the state in local jails, drug courts, and/or criminal justice diversion programs. The project will broaden county knowledge and understanding of MAT and its place in the criminal justice system, increase the use of MAT using evidence-based and emerging promising practices, and promote a county culture that supports MAT in jails and drug courts.

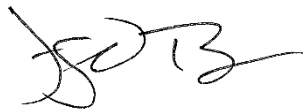
**FINANCIAL IMPACT:**

There is no impact to the general fund and no match required for this grant. Granted funds of \$25,000 are for the purpose of expanding access to MAT in the County Jail. Funds may be



used to offset team travel expenses to the Learning Collaboratives and/or to offset compensation for the person designated as the Team Champion.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', with a long horizontal flourish extending to the right.

Ingrid Braun  
Sheriff-Coroner

Attachments:        Mono County MAT Expansion Project Application  
                             California MAT Expansion Project MOU Number 2018-009  
                             MOU Exhibit A

# California Medication Assisted Treatment Expansion Project

## Memorandum of Understanding

MOU Number: 2018-009

Contract Title: MAT in County Criminal Justice Systems

THIS AGREEMENT (the “**Agreement**”), shall be effective this **October 1, 2018** through January 31, 2020 (“**Term**”).

BY AND BETWEEN Mono County Sheriff’s Office

(the “**Lead Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Lead Agency, the “**Parties**” and each a “**Party**”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“**SAMHSA**”) and the State of California, Department of Health Care Services (“**DHCS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (the “STR Opioid Grant”) pursuant to the [18-95362 “MAT in County Criminal Justice between DHCS and the Sub-Recipient (the “DHCS Agreement”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute up to \$25,000 from the STR Opioid Grant to each participating California county, for the purpose of expanding access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “Distribution Purpose”); and

WHEREAS, the Lead Agency is contracting with the Sub-Recipient on behalf of the county’s County Team (as defined in the DHCS Agreement), which will collectively spend the distribution from the Sub-Recipient in compliance with the Distribution Purpose.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. LEAD AGENCY OBLIGATIONS: To be eligible to receive funds from the Sub-Recipient under the STR Opioid Grant and DHCS Agreement, the Lead Agency must comply with the requirements of this Agreement (including any participation requirements contained in **Exhibit A**, which are provided in a separate document and incorporated as part of this Agreement), the STR Opioid Grant, the Sub-Recipient Agreement, and any applicable federal, state, and local laws.
2. DISTRIBUTION OF FUNDS; REPAYMENT OF FUNDS: \$25,000 will be distributed to the Lead Agency upon execution of this Agreement. The Lead Agency must demonstrate to the Sub-Recipient’s satisfaction that the County Team has complied with the following requirements: (a) participation in in-person Learning Collaborative sessions in September and November 2018 and February and June 2019 and written intent to participate in up to two additional Learning Collaborative sessions in 2019 (as detailed in Exhibit A); (b) participation in monthly coaching calls (as detailed in Exhibit A); and (c) informing Sub-Recipient of how it will spend the distributed funds, in writing, no later than February 28, 2019. If Sub-Recipient reasonably determines that the Lead Agency and/or County Team has not fulfilled the requirements of this Agreement, then Sub-Recipient shall, in its sole discretion, withhold the distribution of funds to the Lead Agency. In the event the Lead Agency and/or County Team spends funds distributed under this Agreement in a manner inconsistent with

the Distribution Purpose or otherwise is violation of this Agreement, the Lead Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.

3. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF LEAD AGENCY RECORDS: The Lead Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Lead Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Lead Agency will complete and such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Lead Agency, on behalf of the County Team, agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Lead Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.
4. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 88 Kearny Street, Suite 1800, San Francisco, CA 94108; or (b) the Lead Agency at P.O Box 616, Bridgeport, CA 93517. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
5. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Lead Agency shall promptly notify the Sub-Recipient of any claim against the Lead Agency or County Team that relates to the Lead Agency or County Team's performance under this Agreement.
6. DEBARMENT AND SUSPENSION. On behalf of the County Team, the Lead Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that the County Team and its principles and key personnel:
  - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
  - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
    - ii. Violation of a Federal or State antitrust statute;
    - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
    - iv. False statements or receipt stolen property.

- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
  - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
7. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
8. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
9. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
10. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
11. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year written below:

**LEAD AGENCY:**

**Mono County Sheriff's Office**

By: \_\_\_\_\_  
(SIGNATURE)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**SUB-RECIPIENT:**

**HEALTH MANAGEMENT ASSOCIATES, INC.**

By: \_\_\_\_\_  
(SIGNATURE)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# Expanding MAT in County Criminal Justice Settings: A Learning Collaborative

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A Joint Effort of the California Department of Health Care Services Medication Assisted Treatment Expansion Project and Health Management Associates



June 2018



## IMPORTANT DATES

### Program Duration

June 2018 - March 2019\*  
\*May be extended, pending additional federal funding

### Informational Webinar (optional)

June 29 2018, 10:00 a.m. PT

### Application Deadline

July 13, 2018, 5 pm PT

### Awards Confirmed

August 3, 2018

**In-Person Learning Collaborative #1**  
August 14, 2018  
in Sacramento

**In-Person Learning Collaborative #2**  
November 2018  
Date and location TBD

**In-Person Learning Collaborative #3**  
February 2019  
Date and location TBD

## PARTICIPATION AT A GLANCE

### Who is eligible to participate?

This technical assistance program is available to teams from all California Counties interested in developing or expanding access to Medication Assisted Treatment (MAT) for opioid addiction in their jails and through their drug court systems (if applicable). Teams will begin at different points in access to MAT and need not end at the same point. However, teams must demonstrate interest in expanding access to at least two forms of MAT for opioid use disorder (naltrexone, methadone, disulfiram, Vivitrol, buprenorphine) in order to be eligible.

County Teams must commit to participating for the duration of this Learning Collaborative. It is currently scheduled for August 2018 – March 2019 and may be extended pending additional federal funding. The Learning Collaborative includes three in-person training sessions, monthly coaching calls, webinars, podcasts, and other support.

Each team must identify a lead entity and a “Champion” from that entity to serve as the point person throughout the project.

### Funding to County Teams

Each County Team will receive up to \$25,000 across the project period. Funds may be used to offset team travel expenses to the Learning Collaboratives and/or to off-set compensation for the person designated as the Team Champion.

Mid-way through the project, additional funds will be made available to participating counties to purchase naloxone for treating drug overdoses in jail and in the community.

### How does a team apply to participate?

The application is simple. [Download it here](#). Follow the instructions and refer to the guidance in this program summary. Submit completed application via email by **5 pm PT on Friday, July 13, 2018**.

### Where can I find more information?

Join us for an optional Informational Webinar on June 29, 10:00 a.m. to hear a detailed description of the program and ask questions. [Register here](#) for the webinar.

Also, check the Frequently Asked Questions which will be regularly updated and posted [here](#). Submit any other questions to [MATinCountyCJ@healthmanagement.com](mailto:MATinCountyCJ@healthmanagement.com)



## INVITATION TO PARTICIPATE

**Expanding MAT in County Criminal Justice Systems:** A joint effort of the California Department of Health Care Services (DHCS) and Health Management Associates (HMA).

### PROGRAM BACKGROUND

The United States faces an epidemic of opioid addiction and overdose deaths. Drug overdose is now the leading cause of accidental death in America. According to the Substance Abuse and Mental Health Services Administration (SAMHSA), an estimated 1.8 million people in 2013 had an opioid use disorder related to prescription pain relievers, and about 517,000 had an opioid use disorder (OUD) related to heroin use.

In April 2017, SAMHSA awarded the State Targeted Response to the Opioid Crisis (Opioid STR) Grant to DHCS. The purpose of the grant is to address the opioid crisis by improving access to treatment, reducing unmet treatment need, and reducing opioid overdose related deaths through the provision of prevention, treatment, and recovery activities for OUD. California's Opioid STR grant project is the California MAT Expansion Project.

MAT is the use of FDA-approved prescription medications, usually in combination with counseling and behavioral therapies, to provide a whole-person approach to the treatment of substance use disorders (SUD). MAT has been clinically effective to alleviate symptoms of withdrawal, reduce cravings, and block the brain's ability to experience the opiate's effect. MAT maintenance has been proven to cut overdose rates in half and decrease rates of HIV and hepatitis C transition. Detox (use of medications for 1-3 months), in contrast, increases mortality rates and does not improve long-term outcomes. Research shows that a combination of MAT and behavioral therapies is a successful method to treat SUD. MAT in correctional settings has been proven to lower mortality on release: the Rhode Island Department of Corrections dropped overdose deaths by 61% within a year of their MAT program (which offers all MAT options – buprenorphine/Suboxone, methadone, and naltrexone/Vivitrol) to inmates.

In addition, detainees receiving methadone continuation during incarceration are three times less likely to receive disciplinary tickets than those in forced methadone withdrawal and are also four times more likely to engage with community treatment after release.

According to SAMHSA, the ultimate goal of MAT is full recovery, including the ability to live a self-directed life. This treatment approach has been shown to:

- Improve patient survival
- Increase retention in treatment
- Decrease illicit opioid use and other criminal activity among people with substance use disorders
- Increase patients' ability to gain and maintain employment
- Improve birth outcomes among pregnant women with substance use disorders

Treating OUD in jails presents unique challenges, and practices in treating OUD vary widely across California's jails. As MAT treatment becomes more prevalent in community settings, more detainees





are appearing at jails under treatment with methadone and buprenorphine. Many others are found to have an OUD while incarcerated and are willing to accept treatment. Decisions about maintaining methadone or suboxone treatment in jail and about initiating MAT treatment during incarceration must be carefully vetted. Assuring county priorities for OUD treatment and jail priorities for public safety and contraband are balanced is essential. Implementation policies must also be crafted to optimize treatment while safeguarding the medications from abuse. Also, treatment started in the jail setting must be accessible upon release, so treatment must be developed in concert with the community's outpatient drug treatment system.

Similarly, drug courts, probation, prosecutors, and defenders must understand where MAT fits within sentencing and release decisions in a county, if and how MAT is provided in the jails, and precisely how, when, and where detainees can access community MAT services upon release from jail or in lieu of jail.

This MAT in County Criminal Justice Systems Learning Collaborative will prepare County Teams to improve and expand access to MAT throughout the state in local jails, drug courts, and/or criminal justice diversion programs. The project will broaden county knowledge and understanding of MAT and its place in the criminal justice system, increase the use of MAT using evidence-based and emerging promising practices, and promote a county culture that supports MAT in jails and drug courts. It will also build data systems that capture and quantify the use of MAT and its outcomes for justice-involved individuals. For the purposes of this Learning Collaborative, MAT includes:

- Methadone liquid or tablets
- Buprenorphine (Suboxone, Subutex, or other brands in oral, film, or injectable formulations)
- Naltrexone oral tablets (for Opioid Use Disorder and/or alcohol addiction)
- Long-term naltrexone injection (Vivitrol)
- Naloxone for the reversal of overdoses

## FUNDING TO COUNTY TEAMS

Each County Team will receive up to \$25,000 across the project period. Funds may be used to offset team travel expenses to the Learning Collaboratives and/or to offset compensation for the person designated as the Team Champion. Funds will be disbursed in two lump sums, at the project start and mid-way, pending sufficient County Team participation in the Learning Collaborative. The funding will be provided to the lead agency for dispersion as the County Team specifies.

Mid-way through the project, additional funds will be made available to participating counties to purchase naloxone for treating drug overdoses, using the state's discounted purchasing program.

## PROGRAM STRUCTURE AND SUPPORT

Participation in the Expanding MAT in County Criminal Justice Systems Learning Collaborative will occur August 2018 - March 2019 (and possibly beyond, depending on federal funding). The project will provide detailed technical assistance to County Teams customized to their specific needs and objectives in developing or expanding MAT services in their counties.

During the project period, participants have access to the following program benefits and activities:



**Three in-person Learning Collaboratives:** Each will be two half-day sessions (afternoon the first day and morning the next). Content will provide training from state and national experts on best practices in expanding MAT in jails and drug courts, peer presentations and discussions to learn from each other and sharing best practices, in-depth discussions on specific topics, and facilitation of discussions within each team. The sessions will also provide guidance on developing county-specific measures to track the outcomes of MAT expansion, including engagement in community treatment, recidivism, overdose deaths in the population receiving MAT through criminal justice settings, and more.

**Monthly coaching calls:** The HMA team will confer with each team every month to track progress and provide technical assistance, coaching, and facilitation as the teams develop and implement plans to expand MAT.

**Topic-specific webinars and podcasts:** These will be tailored to the needs identified throughout the project.

**A project website that will include Resource Library and Group Mailing Lists/Discussion Groups:** Participants will have unrestricted access to the project website that contains sample policies and procedures, MAT literature, MAT research, the hosted webinars and podcasts, and other information. County Team members will be able to communicate with one another to discuss the selection of Webinar, Podcast, and technical assistance and training topics and converse on topics of interest.

**Access to the Project Advisory Group:** The project will engage an Advisory Group, who will participate in the Learning Collaboratives and be available through the project. Along with DHCS and CMA, additional members will be drawn from key state associations and other organizations involved in criminal justice and/or addressing the opioid epidemic, including but not limited to:

- California Board of State and Community Corrections
- California Consortium for Urban Indian Health
- California Health Care Foundation
- California Opioid Maintenance Providers
- Chief Probation Officers of California
- California Rural Indian Health Board
- California State Association of Counties
- California State Sheriffs' Association

**Best practices in treating OUD in special populations within the criminal justice system:** This will include youth, pregnant women, Native Americans, and those with co-occurring mental health disorders.

**Technical assistance and training on developing and implementing data collection measures:** This will assist with capturing participation and recidivist rates, along with other data, by county for persons with OUD in jail or through drug courts.



## PARTICIPATION REQUIREMENTS

Applicant Counties are not required to operate drug courts. However, *applicant counties that operate one or more drug courts must address MAT in jail and the drug court.*

Each County Team must identify:

- **A Lead Organization** which will submit the application, accept and disburse the funds, and provide a single person as the Project Champion.
- **A Project Champion from the Lead Agency** who will serve as the primary contact for the project to other members of the Team, and for the Team to the Learning Collaborative. The Champion will coordinate scheduling monthly Coaching Calls, keep project records, and encourage active engagement of the full Team in all project activities.

**Each County Team must consist of no fewer than five and no more than eight members.** This includes:

### **Mandatory Members (any of which may serve as Project Champion)**

1. A person from the county jail(s) responsible for health services. May be a health services administrator, nurse leader, or physician leader. Person must have deep knowledge of and, preferably, responsibility for, substance use disorders, medical, nursing, and/or mental health operations inside the jail.
2. A person from the jail custody system, preferably an administrative-level person with decision-making authority over custody operations.
3. A person from the county administrator's office, preferably an administrative-level person with knowledge of criminal justice programs.
4. If the County operates one or more drug courts, a person representing drug court, preferably an administrative-level person.

### **Optional Members Representing**

- The County drug treatment program (Drug Medi-Cal ODS or other). *This position is not mandatory but is encouraged. It is a County program employee, not a treatment provider.*
- Probation Department
- District Attorney
- Public Defender
- Representative of the Local Opioid Coalition, if there is one

Application must identify each member by name and title and include a brief letter from the person's employer indicating support for the individual's participation in the year-long learning Collaborative.



## PROJECT STAFF

**DONNA STRUGAR-FRITSCH, BSN, MPA, CCHP** has consulted for 15 years with prisons, jails, juvenile facilities, policy makers and correctional health vendors in correctional health care operations, best practices, and emerging trends. She has worked extensively with nursing, providers, and pharmacists on all aspects of medication practices in prisons and jails

Donna is currently working to bring many health care innovations and best practices that have developed in community settings into correctional settings. This is helping prisons and jails to better manage serious mental illness, substance use disorders, and chronic disease with new models of care and integration of behavioral health and medical care. She has lectured and written widely on this topic.

Donna is a nationally known expert in corrections and MAT. She is currently leading technical assistance efforts with the LA county jail system and took a delegation on site visits to Rikers Island and the Rhode Island Department of Corrections to view their exemplary SUD/MAT treatment programs. She is facilitating an informal network of providers and administrators from California counties interested in jail MAT implementation. She has also advised non-profit SUD providers and in transitioning from abstinence-only models of care to including MAT in treatment.

**CAROL CLANCY, PSYD, MSW** brings over 20 years of leadership experience in correctional mental health, recovery services, and in other public and nonprofit mental health settings. Carol's experience includes program design, development, implementation and oversight of service systems, budgets and policies. She has worked across and between service teams to develop and implement behavioral health and substance use disorder programs, from in-custody through re-entry, to assure a seamless continuum of care for mentally ill, justice-involved individuals and other vulnerable and at-risk populations.

Carol came to HMA from Maguire Correctional Facility/Maple Street Correctional Center in Redwood City, California. There, she oversaw all mental health and recovery programs in the county's two jails, including a residential SUD treatment program. She is also a surveyor with the Institute of Medical Quality, which is an accreditation body for health services in jails throughout California.

Carol is particularly adept at engaging positively at all levels of the justice system, including courts and attorneys, law enforcement, corrections, and probation, as well as behavioral health and substance use disorder systems and professionals. She collaborated with multiple county departments to facilitate the successful reintegration of justice-involved individuals into the community. She has worked closely with the courts on the development of a diversion program for seriously mentally ill misdemeanants.

Carol is currently working with the LA County Jails SUD project described above, and with several non-profit SUD treatment providers to manage the transition from abstinence-only treatment models to incorporating MAT and to comply with Drug Medi-Cal requirements.

**ANGEL ARELLANO, LMFT** spent the past five years at San Mateo County as a consultant on clinical cases for San Mateo County Sheriff's Office, Probation Department, and Parole Department, in which she determined level of care needs for those with mental health and substance use disorders, recommended behavioral interventions to manage crises and to assist with those who have decompensated in the community and in the County jails, and made recommendations on linkages to services. She developed and managed the Correctional Health Services Re-Entry Services program in San Mateo County jails and was the liaison for the Sheriff's Office Correctional staff, Adult Probation Department, Parole Department, the County Manager's Office, and Behavioral Health and Recovery Services.

The Daly City Police Department recruited Angel to develop and implement a Juvenile Diversion Program to provide treatment for adolescents and their families. Her years of program development, implementation, management, and consulting experience make her uniquely adept in partnering with law enforcement and County officials.

## A JOINT EFFORT OF



### California Department of Health Care Services Medication Assisted Treatment Expansion Project

DHCS has received over \$90 million under the federal 21st Century Cures Act to address the opioid crisis in California through the Medication Assisted Treatment Expansion Project.

The MAT Expansion Project aims to serve over 20,000 individuals with Opioid Use Disorders (OUD), prevent drug overdoses, and treat OUD as a chronic disease. The project focuses on populations with limited MAT access, including rural areas, American Indian and Alaskan Native tribal communities, and statewide access to buprenorphine.

The MAT Expansion Project consists of three main components:

1. The California Hub & Spoke System (CA H&SS);
2. The Tribal MAT Project; and
3. Prevention & Treatment Activities.

This Learning Collaborative, Expanding MAT in County Criminal Justice Systems, is funded under the MAT Expansion Project. For more information, go to <http://www.dhcs.ca.gov/individuals/Pages/State-Targeted-Response-to-Opioid-Crisis-Grant.aspx>

**Health Management Associates (HMA)** is a leading independent national research and consulting firm in the healthcare industry. Founded in 1985, today we are nearly 200 consultants strong and still growing. We help clients stay ahead of the curve in publicly funded healthcare by providing technical assistance, resources, decision support and expertise.

HMA operates offices in Sacramento, Los Angeles, the Bay Area, and across the country.  
[www.healthmanagement.com](http://www.healthmanagement.com)

# Expanding MAT in County Criminal Justice Settings: A Learning Collaborative

## APPLICATION TO PARTICIPATE

Submitting this application confirms the intent of the applicant county to expand the number of persons to whom medication assisted treatment (MAT) is made available in jail and (if applicable) drug courts, and to consider using at least two forms of MAT in criminal justice settings.

**Submitting this application also confirms the intent of the proposed team members to attend the first Learning Collaborative on August 14, 2018 in Sacramento.**

### SECTION ONE: PARTICIPANTS

COUNTY Mono County		HOW MANY JAILS ARE IN THIS COUNTY? 1	
WHAT IS THE TOTAL AVERAGE DAILY POPULATION OF THE JAILS? 30			
ARE THERE DRUG COURTS IN THIS COUNTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, HOW MANY? 1	
LEAD AGENCY NAME	Mono County Sheriff's Office		
STREET ADDRESS	49 Bryant Street, PO Box 616, Bridgeport, California 93517		
CHAMPION FROM LEAD AGENCY	NAME Ingrid Braun		
TITLE Sheriff	PHONE 760-932-7549	EMAIL ibraun@monosheriff.org	

**Team members (minimum five, maximum eight, including the Champion). Must include person from each category 1 – 4. Refer to program guide for guidance on team members.**

CATEGORY	NAME	TITLE	ORGANIZATION	EMAIL ADDRESS
1. JAIL HEALTH SERVICES	Ingrid Braun	Sheriff	Sheriff's Office	ibraun@monosheriff.org
2. JAIL CUSTODY	Shawn Minder	Lieutenant	Jail	shawnm@monosheriff.org
3. COUNTY ADMINISTRATION	Leslie Chapman	County Administrative Officer	County Admin	lchapman@mono.ca.gov
4. DRUG COURT (IF APPLICABLE)	Mark Magit	Judge	Mono Court	mmagit@monocourt.org
5. COUNTY DRUG TREATMENT AGENCY	Robin Roberts	Behavioral Health Director	Behavioral Health	rroberts@mono.ca.gov
6. OTHER	Tom Boo	Health Officer	Public Health	tboo@mono.ca.gov
7. OTHER				
8. OTHER				

## SECTION TWO: COUNTY SYSTEM FOR ADDRESSING OPIOIDS

<p>1. Does your County operate a Local Opioid Coalition? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If yes, how will this project interface with the Coalition? (Limit response to no more than one half page)</p>
<p>2. Is MAT part of the assessment and recommendations in drug court? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE</p>
<p>3. Does the drug court of County have a current plan or set of goals for expanding access to MAT through the drug court or criminal justice system? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE</p> <p>If yes, briefly describe (Limit response to no more than one page)</p>
<p>4. Does the jail or county have a current plan or set of goals for expanding access to MAT in the jail? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>If yes, please describe briefly: (Limit response to no more than one page)</p>
<p>5. Has funding targeted to treatment of SUDs, MAT, and/or opioid addiction been awarded to this county in the past three years? (May be from a variety of state, federal, and private funders.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NOT APPLICABLE</p> <p>If yes, please briefly describe the funder, funded agency, and funding objectives for each. (Limit response to no more than one page for each)</p>

## SECTION THREE: RATIONALE FOR COUNTY PARTICIPATION IN PROJECT

<p>Provide a brief description of the reasons the County is interested in this project and three desired outcomes from participation. (Limit response to no more than one page)</p> <p>See attached</p>
---

## SECTION FOUR: Current State of MAT in Jail

Please answer each of the following questions. There are no right or wrong answers and your responses will not be used in deciding your eligibility. Responses will only be shared in the aggregate and will not identify any county or jail. The information will provide valuable insight into the needs of each participating County and will allow teams to be grouped for tailored content and support.

In the County jails(s), how is each circumstance currently addressed? Mark all that apply for each category.	
<p>1. Pregnant opioid users who come in on methadone</p>	<p><input type="checkbox"/> Continued on methadone</p> <p><input type="checkbox"/> Withdrawn from methadone</p> <p><input type="checkbox"/> Converted to buprenorphine</p> <p><input checked="" type="checkbox"/> Other (describe briefly)</p> <p>See attached</p>

**In the County jails(s), how is each circumstance currently addressed? Mark all that apply for each category.**

<p>2. Pregnant opioid users not on methadone</p>	<p><input type="checkbox"/> Withdraw from opioids</p> <p><input type="checkbox"/> Begin methadone</p> <p><input type="checkbox"/> Begin buprenorphine</p> <p><input checked="" type="checkbox"/> Other (describe briefly)</p> <p><b>See attached</b></p>
<p>3. Detainees with reported heavy alcohol use</p>	<p><input type="checkbox"/> No special assessment or treatment</p> <p><input type="checkbox"/> Monitor for withdrawal</p> <p><input type="checkbox"/> Provide Librium to prevent withdrawal problems</p> <p><input type="checkbox"/> Provide supportive medication to manage withdrawal symptoms</p> <p><input type="checkbox"/> Provide oral naltrexone to manage cravings</p> <p><input checked="" type="checkbox"/> Other (describe briefly)</p> <p><b>See attached</b></p>
<p>4. Detainees with reported heavy benzodiazepine use</p>	<p><input type="checkbox"/> No special assessment or treatment</p> <p><input type="checkbox"/> Monitor for withdrawal</p> <p><input type="checkbox"/> Provide supportive medication to manage withdrawal symptoms</p> <p><input checked="" type="checkbox"/> Other (describe briefly)</p> <p><b>See attached</b></p>
<p>5. Detainee with OUD on methadone at intake</p>	<p><input type="checkbox"/> Withdraw from methadone using a taper</p> <p><input type="checkbox"/> Withdraw from methadone using supportive medication to manage withdrawal symptoms</p> <p><input type="checkbox"/> Maintain methadone</p> <p style="padding-left: 20px;">If yes, for how long will you maintain?</p> <p><input checked="" type="checkbox"/> Other (describe briefly)</p> <p><b>See attached</b></p>
<p>6. Detainee with OUD on buprenorphine at intake</p>	<p><input type="checkbox"/> Withdraw from buprenorphine</p> <p><input type="checkbox"/> Withdraw from buprenorphine using supportive medication to manage withdrawal symptoms</p> <p><input type="checkbox"/> Maintain buprenorphine</p> <p style="padding-left: 20px;">If yes, for how long will you maintain?</p> <p><input checked="" type="checkbox"/> Other (describe briefly)</p> <p><b>See attached</b></p>



**In the County jails(s), how is each circumstance currently addressed? Mark all that apply for each category.**

<p>7. Detainee with OUD on Vivitrol</p>	<p><input type="checkbox"/> Discontinue Vivitrol</p> <p><input type="checkbox"/> Offer supportive medication to manage withdrawal symptoms</p> <p><input type="checkbox"/> Continue Vivitrol</p> <p>    If yes, for how long will you maintain?</p> <p><input type="checkbox"/> Convert to oral naltrexone</p> <p><input checked="" type="checkbox"/> Other (describe briefly)</p> <p><b>See attached</b></p>
<p>8. Detainee with OUD not receiving any treatment</p>	<p><input type="checkbox"/> No special assessment or treatment</p> <p><input type="checkbox"/> Supportive medication to manage withdrawal symptoms</p> <p><input type="checkbox"/> Offer and begin methadone</p> <p><input type="checkbox"/> Offer and begin buprenorphine</p> <p><input type="checkbox"/> Offer and begin oral naltrexone</p> <p><input type="checkbox"/> Offer and provide Vivitrol injection</p> <p><input checked="" type="checkbox"/> Other (describe briefly)</p> <p><b>See attached</b></p>
<p>9. Does the jail offer drug treatment counselling?</p>	
<p>Education <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>Therapeutic Groups <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>Individual Counseling <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>Therapeutic Community/Residential <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	
<p>Are detainees on MAT allowed to participate in SUD counselling? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Not Applicable</p>	
<p>10. Does the jail offer Vivitrol at release? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>    If yes, how many injections are given prior to release?</p>	
<p>11. Does the jail provide naloxone to detainees at release? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	

**SECTION FIVE: LETTERS OF SUPPORT**

Provide a brief letter of support from an executive at the Lead Agency committing to accept and disburse project funds and support the Champion with sufficient back-up and latitude to carry out project duties August 2018 – March 2019 and including all three in-person Learning Collaboratives.

For each other Team Member, provide a brief letter of support on agency letterhead and signed by a supervisor or administrator committing to supporting the individual’s participation in the project August 2018 – March 2019 and including all three in-person Learning Collaboratives.

**CONTACT PERSON:**

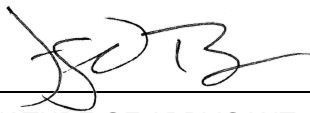
To whom should questions about this application be addressed?

NAME:	Ingrid Braun
TITLE:	Sheriff
PHONE:	760-932-7549 x103
EMAIL:	ibraun@monosheriff.org

**APPLICATION SUBMITTAL**

Please submit application and letters of support via email to MATinCountyCJ@healthmanagement.com by 5 p.m. Friday July 13, 2018. If possible, please combine application and all letters of support into a single PDF for submittal.

NAME: Ingrid Braun  
 TITLE: Sheriff  
 ORGANIZATION: Mono County Sheriff’s Office  
 DATE: July 13, 2018



SIGNATURE OF APPLICANT

## Mono County Application – Expanding MAT in County Criminal Justice Settings Explanations to Application Answers

### Section 1 – Team Members

As there is no in-house medical staff at the Jail, we are designating Sheriff Ingrid Braun as the Team Member responsible for Jail Health Services. As the Sheriff, she has ultimate responsibility for health services provided to inmates.

### Section 3 – Rationale for County Participation

Mono County is a geographically large county of 3,000+ square miles with a relatively small population of 14,000 residents, remotely located in the eastern region of California. There is limited Medication Assisted Treatment (MAT) currently available in Mono County. There is one hospital in the Town of Mammoth Lakes, and that facility, Mammoth Hospital, does not provide MAT. The Toiyabe Indian Health Project Clinic in Coleville is a DEA-waivered MAT provider. There is no available method to administer MAT through our Drug Court. We do not have the ability to provide MAT in our Jail.

Mono County very much wishes to pursue a path to being able to provide MAT to those in need, especially in our Jail. This Learning Collaborative will give us a road map to assist us in creating a program that will benefit an underserved segment of our community. Ideally, we want a program in the Jail that can transition to services available after release.

### Section 4 – Current State of MAT in the Jail

Our only Jail is in Bridgeport, which is an hour's drive from the nearest medical provider. The Jail holds 48 inmates and averages a population of 30. There is no in-house medical treatment at the Mono County Jail. Inmates in need of routine medical care are transported north to the Toiyabe Clinic. Inmates in need of routine dental care are transported south to a dentist in Mammoth Lakes. Emergency medical needs are assessed by Mono County Emergency Medical Services, staffed by paramedics and/or emergency medical technicians. If transport is warranted, the inmate is usually taken to Mammoth Hospital for further treatment.

The answers to all of the questions in Section 4 are marked "Other." We do not have in-house medical staff to prescribe medications or make treatment decisions for inmates. We rely upon the direction of outside health providers for each inmate. Medications that are prescribed by a physician are administered by Jail staff. There are currently no inmates who are prescribed any of the medications referenced in the questions, nor have we encountered that circumstance in recent memory. Should that circumstance arise, we would administer the medications as prescribed.

### Section 5 – Letters of Support

Attached are letters of support for Team Members Shawn Minder, Robin Roberts and Tom Boo. The remaining Team Members are Sheriff Ingrid Braun, County Administrative Officer Leslie Chapman and Judge Mark Magit. Sheriff Braun and Judge Magit are elected officials and do not report to any supervisor. CAO Chapman is the head official for Mono County and is fully supportive of this application.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 3, 2019

**Departments: Sheriff**

**TIME REQUIRED**

**SUBJECT** 2019-2020 Medi-Cal County Inmate  
Program Agreement

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed agreement with California Department of Health Care Services pertaining to the Medi-Cal County Inmate Program.

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### RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign an agreement with the California Department of Health Care Services (DHCS) for the purpose of participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Year (FY) 2019-2020.

---

### FISCAL IMPACT:

Fees paid for administrative costs and payments associated with this program will be paid with General Fund monies budgeted in Jail Medical Services or the Community Corrections Partnership. Administrative costs for FY 2019-2020 are \$65.76. The maximum payable amount under this Agreement shall not exceed \$120,065.76.

---

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 760-932-7549 / [ibraun@monosheriff.org](mailto:ibraun@monosheriff.org)

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Transmittal Letter</a>
<input type="checkbox"/> <a href="#">Agreement</a>
<input type="checkbox"/> <a href="#">Addendum A</a>
<input type="checkbox"/> <a href="#">Addendum B</a>

**History****Time**

8/23/2019 9:46 AM

8/26/2019 3:36 PM

8/20/2019 11:21 AM

**Who**

County Administrative Office

County Counsel

Finance

**Approval**

Yes

Yes

Yes

**MONO COUNTY**  
**SHERIFF**

*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

DATE: September 3, 2019  
TO: The Honorable Board of Supervisors

**Phillip West**  
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Participation in the Medi-Cal County Inmate Program for Fiscal Year 2019-2020

**RECOMMENDATION:**

Approve and authorize the Board Chair to sign an agreement with the California Department of Health Care Services (DHCS) for the purpose of participating in the Medi-Cal County Inmate Program (MCIP) for Fiscal Year (FY) 2019-2020.

**DISCUSSION:**

Mono County has participated in the MCIP since its implementation on April 1, 2017, as approved by the Board of Supervisors on February 14, 2017.

Federal law prohibits claiming Medicaid funds for healthcare services provided to inmates residing in correctional facilities. There is an exception to this federal prohibition when an inmate receives inpatient services at a medical facility located off the grounds of the correctional facility for an expected stay of more than 24 hours, and the inmate is found to be Medicaid eligible. The MCIP allows for recoupment of Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital stay of inmates in correctional facilities who are determined eligible for Medi-Cal.

The MCIP is voluntary and counties have the option to participate in this program by entering into an agreement with the DHCS. Per legislation, there is to be no General Fund impact under MCIP. The purpose of the MCIP agreement is to establish the amounts needed to satisfy each county's responsibility to reimburse DHCS for the nonfederal share of MCIP service costs incurred by DHCS. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates.

**FINANCIAL IMPACT:**





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



August 5, 2019

County of Mono  
Ingrid Braun, Sheriff  
P.O. Box 616  
Bridgeport, CA 93517

Dear Sheriff Braun,

Subject: Agreement Number 19-96171

The Department of Health Care Services (DHCS) has standardized its contracting procedures and agreement formats. The enclosed agreement references on-line general terms and conditions (i.e., GTC 04/2017 or CCC 04/2017 or a GIA 610 version) that are not attached to the agreement. The cited terms may be accessed by choosing the Standard Contract Language Tab at this Internet site: <http://www.ols.dgs.ca.gov/StandardLanguage/default.htm>. The enclosed agreement is not binding until signed by both parties and approved by the appropriate state control agency (if such approval is required). No services are to be provided prior to receipt of all approvals as DHCS is unable to issue any payment prior to receipt of final approval. Expeditious handling of this agreement is greatly appreciated.

For inquiries regarding this agreement, please contact Sua Yang at (916) 345-7612 and cite the DHCS agreement number identified above. Unless otherwise instructed, do not submit an invoice to DHCS for any services rendered under the referenced agreement until a copy of the fully executed agreement is received.

  x   Affix a signature to the enclosed agreement copy and each additional face sheet. **Submit two copies with original signatures.** Return **all** items to DHCS for further processing. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations and page replacements, if any, must be pre-approved by DHCS and each visible alteration must be initialed by the person who signs the agreement.

       Complete, sign, and return the Payee Data Record (STD 204). Payments cannot be issued unless a signed form containing current contractor information is on file with DHCS.

       Go to the Standard Contract Language Tab at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>, review the GTC version referenced on the face of the agreement as Exhibit C. Review Provision 11 of the GTC to identify the Contractor Certification Clause (CCC) number (e.g., 04/2017, etc.) that applies to the enclosed agreement. Read the cited CCC Certification in its entirety. Print-out and sign the first page of the applicable cited CCC Certification. Return the first page of the originally signed CCC Certification to the address noted below. The signed CCC will be kept on file. Failure to return the appropriate signed CCC Certification will prohibit DHCS from doing business with your firm.

       **Corporations:** If the Contractor is a corporation, either submit a copy of the firm's most



\_\_\_\_\_ current Certificate of Status issued by the State of California, Office of the Secretary of State **or** submit a downloaded copy of the Contractor's on-line status information from the California Business Portal website of California's Office of the Secretary of State.

**Board Resolution:** If Contractor is a City or County, submit a copy of an approved Board Resolution or meeting minute approval to contract with the State. The approved Board Resolution or meeting minutes shall include the contract number and contract amount.

Return all designated materials to the following address:

**Sua Yang, Contract Analyst**  
Department of Health Care Services  
1501 Capitol Avenue, MS 4506  
P.O. Box 997413  
Sacramento, CA 95899-7413

Direct questions about this letter to Sua Yang at (916) 345-7612. Be sure to cite the DHCS agreement number (# 19-96172) in all future correspondence.

Cordially yours,

*Thank you*

**Sua Yang, Contract Analyst**  
Department of Health Care Services

Attachment(s)

## **MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT**

### **Article 1 – Parties**

- A. The parties to this Agreement (Agreement) are County of Mono (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

### **Article 2 – Purpose of the Agreement**

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP, makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
  - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
  - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

**Article 3 – Term of the Agreement**

Subject to the provisions of this Agreement, the term of this Agreement shall be one year from July 1, 2019, through June 30, 2020.

**Article 4 – Maximum Payable Amount**

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County's inmates incurred by DHCS. The maximum payable amount shall not exceed: \$120,000.00. This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2019-20	\$120,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$65.76. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2019-20	\$65.76

- C. The maximum payable amount under this Agreement shall not exceed \$ 120,065.76.
- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

**Article 5 – Contact Persons**

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

County Coordinator  
County of Mono  
Ingrid Braun, Sheriff  
P.O. Box 616  
Bridgeport, CA 93517  
ibraun@monosheriff.org  
(760) 932-7549

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services  
Safety Net Financing Division  
County Based Claiming & Inmate Services Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4504  
P.O. Box 997436  
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

**Article 6 – Payment Terms and Invoicing**

A. General Terms

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP administrative services and MCIP services shall be separately invoiced by

DHCS to the County. Addendum A attached to this Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services  
Safety Net Financing Division  
County Based Claiming & Inmate Services Section  
Attn: Inmate Medi-Cal Claiming Unit  
1501 Capitol Avenue, MS 4504  
P.O. Box 997436  
Sacramento, CA 95899-7436

#### B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process.
- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2019-20 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

**Article 7 – DHCS Responsibilities**

A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.
- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute

FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

C. General Responsibilities

- 1) DHCS shall:
  - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
  - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
  - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
  - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement.
- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.

- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.
- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

### **Article 8 – County Responsibilities**

#### A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
  - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
  - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
  - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
  - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
  - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of



the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
  - vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.
- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

#### B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, one (1) FTE Health Program Specialist I, one (1) FTE Staff Services Analyst/Associate Governmental Program Analyst, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section 1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.
- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to a Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

**Article 9 – Amendments**

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

**Article 10 – Termination and Agreement Disputes**

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.
- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's

MCIP services incurred by DHCS for periods in which it participated in the program.

- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.
- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
  - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

### **Article 11 – General Provisions**

A. Definitions.

- 1) The term “certified public expenditure process” or “CPE process” means the process established for the Medi-Cal program under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term “designated public hospital” is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.

- 5) The term “inmate” as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “juvenile inmate,” and Government Code sections 26605.6(a) “prisoner,” 26605.7(a) “prisoner” and (d)(1) “probationer,” and 26605.8 “prisoner” and “probationer.”
- 6) The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- 7) “MCIP administrative services” means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) “Medi-Cal provider” means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) “MCIP services” constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services

and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.

10)The term “Medi-Cal rate” means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11)The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS’ receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
- 1) The Americans with Disabilities Act of 1990, as amended;
  - 2) Section 504 of the Rehabilitation Act of 1973, as amended;
  - 3) Title XIX of the Social Security Act;
  - 4) Welfare and Institutions Code section 14000 et seq.;

- 5) Government Code section 53060;
- 6) The California Medicaid State Plan;
- 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
- 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
- 9) Government Code sections 26605.6, 26605.7, and 26605.8;
- 10) Penal Code section 5072;
- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant

documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

- I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.
- J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.
- M. Budget Contingency Clause.
  - 1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.
  - 2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

- 1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.
- 2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.



P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

- 1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

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The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

**County of Mono**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
Contracts Section**

Signature: \_\_\_\_\_  
Name: Carrie Talbot  
Title: SSM I, Contracts Section  
Date: \_\_\_\_\_

**ADDENDUM A: MCIP Administrative Costs for State Fiscal Year 2019-20**

The Medi-Cal County Inmate Program (MCIP) agreement is a one-year contract giving counties the option to participate on an annual basis. At the beginning of each calendar year, counties have the opportunity to participate in the program for the upcoming State Fiscal Year (SFY) by completing the MCIP Agreement.

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS, in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. For SFY 2019-20 the nonfederal share of administrative costs allocated to each county will be based on the following:

- 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. \*
- 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. \*

*\*Population data will be obtained from the California Department of Finance, Demographic Estimates*

DHCS will invoice participating counties for the nonfederal share of administrative costs six months after the close of the SFY based on actual administrative costs per the methodology above, not exceeding the estimated amounts in the MCIP agreements.

**Addendum B**  
HIPAA Business Associate Addendum

**I. Recitals**

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

**II. Definitions**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

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HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

### III. Terms of Agreement

#### A. Permitted Uses and Disclosures of PHI by Business Associate

***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the

**Addendum B**  
HIPAA Business Associate Addendum

HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
  - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
  - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

**B. Prohibited Uses and Disclosures**

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

**C. Responsibilities of Business Associate**

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and

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which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
  - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
  - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
  - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

**D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

**E. Business Associate's Agents and Subcontractors.**

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

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2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
  - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
  - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

**F. Availability of Information to DHCS and Individuals.** To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

**G. Amendment of PHI.** To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

**H. Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.



**Addendum B**  
HIPAA Business Associate Addendum

- I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

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

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

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

**Addendum B**  
HIPAA Business Associate Addendum

2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to

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HIPAA Business Associate Addendum

the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646  Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Fax: (916) 440-5537  Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

**K. Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

**L. Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

**M. Sanctions and/or Penalties.** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

**IV. Obligations of DHCS**

DHCS agrees to:

**A. Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

**B. Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

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- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

**V. Audits, Inspection and Enforcement**

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
  2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

**VI. Termination**

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
  2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

**Addendum B**  
HIPAA Business Associate Addendum

- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

**VII. Miscellaneous Provisions**

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
  2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

**Addendum B**  
HIPAA Business Associate Addendum

- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**Addendum B**  
HIPAA Business Associate Addendum

**Attachment A**  
Business Associate Data Security Requirements

**I. Personnel Controls**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

**Addendum B**  
HIPAA Business Associate Addendum

- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. *System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.



**Addendum B**  
HIPAA Business Associate Addendum

- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**III. Audit Controls**

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

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

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

**V. Paper Document Controls**

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

**Addendum B**  
HIPAA Business Associate Addendum

- C. Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 3, 2019

**Departments: Board of Supervisors**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Golden State Finance Authority  
(GSFA) Amended Joint Powers  
Authority (JPA) Agreement

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

On August 14, 2019, the Board of Directors of the Golden State Finance Authority (GSFA), a Joint Powers Authority of which Mono County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement. The JPA Agreement was last amended and restated in May 2015. The GSFA is requesting that member counties review and approve the proposed changes by adopting a resolution as well as signing the JPA Agreement.

**RECOMMENDED ACTION:**

Adopt resolution R19-\_\_, Approving proposed revisions to the Golden State Finance Authority Joint Powers Agreement.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Attachment 1 - Amended JPA</a>
<input type="checkbox"/> <a href="#">GSFA Memo and Track Changes JPA</a>

History

Time

Who

Approval

8/27/2019 12:16 PM	County Administrative Office	Yes
8/23/2019 5:16 PM	County Counsel	Yes
8/26/2019 4:39 PM	Finance	Yes



R19-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING PROPOSED REVISIONS TO THE GOLDEN STATE FINANCE  
AUTHORITY JOINT POWERS AGREEMENT**

**WHEREAS**, on August 15, 2019, the Board of Directors of Golden State Finance Authority (GSFA)), a Joint Powers Authority of which Mono County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement; and

**WHEREAS**, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

**WHEREAS**, the members of the Board of Supervisors of the County of Mono have each been provided with a copy of the revisions to the JPA Agreement for review;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that:

**SECTION ONE:** The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

**SECTION TWO:** The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of GSFA.

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1 **PASSED, APPROVED and ADOPTED** this 3rd day of September, 2019, by the  
2 following vote, to wit:

3 **AYES:**

4 **NOES:**

5 **ABSENT:**

6 **ABSTAIN:**  
7  
8  
9

10 \_\_\_\_\_  
11 John Peters, Chair  
12 Mono County Board of Supervisors

13 **ATTEST:**

**APPROVED AS TO FORM:**

14  
15  
16 \_\_\_\_\_  
17 Clerk of the Board

\_\_\_\_\_   
County Counsel

## **GOLDEN STATE FINANCE AUTHORITY**

### **AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

(Original date July 1, 1993 and as last amended and restated August 14, 2019)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as “Members” with the respective powers, privileges and restrictions provided herein.

#### **RECITALS**

A. WHEREAS, the California Rural Home Mortgage Finance Authority (“CRHMFA”) was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. On May 5, 2015, the name of the authority was changed to Golden State Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on May 5, 2015.

B. WHEREAS, the Members of Golden State Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers’ agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure.

D. WHEREAS, the Members are each empowered by law to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of financing the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure as authorized by the Act, and establishing and operating programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

## 1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

**"Act"** means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

**"Agreement"** means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

**"Associate Member"** means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

**"Audit Committee"** means a committee made up of the Executive Committee.

**"Authority"** means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

**"Board"** means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

**"Executive Committee"** means the Executive Committee of the Board established pursuant to Section 10 hereof.

**"Member"** means any county which a member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

**"Program" or "Project"** means any work, improvement, program, project or service



undertaken by the Authority.

**"Rural County Representatives of California"** or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

**"Supervisor"** means an elected County Supervisor from an RCRC member county.

## **2. Purpose**

The purposes of the Authority are to provide financing for the acquisition, construction, improvement, preservation, and rehabilitation of real property and infrastructure, and to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse, in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including provision of financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

## **3. Principal Place of Business**

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

## **4. Creation of Authority; Addition of Members or Associate Members**

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and

responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

## **5. Term and Termination of Powers**

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

## **6. Powers; Restriction upon Exercise**

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers' authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may receive funds from any lawful source and may issue Bonds in accordance with the Act in

order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act. The Authority shall further have the power to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse. The Authority may exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation, wildfire safety, seismic strengthening, and renewable energy improvements, or any other improvements authorized by law, to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.
- (10) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and

reuse.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## **7. Governing Board**

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to

participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## **8. Meetings of the Board**

a. The Board shall meet at least once annually but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current

Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

## **9. Officers; Duties; Official Bonds**

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

## **10. Executive Committee of the Authority**

### **a. Composition**

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

### **b. Powers and Limitations**

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

### **c. Quorum**

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

## **11. Disposition of Assets**

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

## **12. Agreement Not Exclusive**

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

## **13. Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

## **14. Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of

any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

#### **15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses**

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

#### **16. Duties of Members or Associate Members; Breach**

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right



of the Authority to any or all other remedies.

## **17. Indemnification**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

## **18. Immunities**

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

## **19. Amendment**

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

## **20. Withdrawal of Member or Associate Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the

dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

## 21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998  
Amended and restated February 18, 1999  
Amended and restated September 18, 2002  
Amended and restated January 28, 2004  
Amended and restated December 10, 2014  
Amended and restated May 5, 2015  
Amended and restated August 14, 2019

*[SIGNATURES ON FOLLOWING PAGES]*

**COUNTY OF ALPINE**

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

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

Name:

Title:

Attest:

By \_\_\_\_\_

Clerk of the Board of Supervisors

**[PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF AMADOR**

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

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

Name:

Title:

Attest:

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

Clerk of the Board of Supervisors

**[PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF BUTTE**

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

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

Name:

Title:

Attest:

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

Clerk of the Board of Supervisors

**[PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF CALAVERAS**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**[PLEASE SEND TO:**

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Sacramento, CA 95814]

**COUNTY OF COLUSA**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**[PLEASE SEND TO:**

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1215 K Street, Suite 1650  
Sacramento, CA 95814]



**COUNTY OF DEL NORTE**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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1215 K Street, Suite 1650  
Sacramento, CA 95814]

COUNTY OF EL DORADO

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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1215 K Street, Suite 1650  
Sacramento, CA 95814]

COUNTY OF GLENN

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

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

Name:

Title:

Attest:

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Clerk of the Board of Supervisors

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1215 K Street, Suite 1650  
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**COUNTY OF HUMBOLDT**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF IMPERIAL**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

COUNTY OF INYO

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF LAKE**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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1215 K Street, Suite 1650  
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**COUNTY OF LASSEN**

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

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

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Clerk of the Board of Supervisors

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1215 K Street, Suite 1650  
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**COUNTY OF MADERA**

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

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

Name:

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Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF MARIPOSA**

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

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

Name:

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Attest:

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Clerk of the Board of Supervisors

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Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

COUNTY OF MENDOCINO

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

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

Name:

Title:

Attest:

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Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF MERCED**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF MODOC**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**[PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

COUNTY OF MONO

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF NAPA**

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

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

Name:

Title:

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\_\_\_\_\_  
Clerk of the Board of Supervisors

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Sacramento, CA 95814]

**COUNTY OF NEVADA**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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Sacramento, CA 95814]



**COUNTY OF PLACER**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

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Sacramento, CA 95814]

**COUNTY OF PLUMAS**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**[PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

COUNTY OF SAN BENITO

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF SAN LUIS OBISPO**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF SHASTA**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF SIERRA**

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

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

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\_\_\_\_\_  
Clerk of the Board of Supervisors

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Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

COUNTY OF SISKIYOU

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

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

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\_\_\_\_\_  
Clerk of the Board of Supervisors

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Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF SUTTER**

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

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

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Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]



**COUNTY OF TEHAMA**

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

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

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Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF TRINITY**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF TULARE**

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

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

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Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

COUNTY OF TUOLUMNE

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

COUNTY OF YOLO

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**COUNTY OF YUBA**

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

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

Name:

Title:

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**PLEASE SEND TO:**

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814]

**ATTACHMENT 1**  
**GOLDEN STATE FINANCE AUTHORITY MEMBERS**

**As of January 16, 2019**

Alpine County  
Amador County  
Butte County  
Calaveras County  
Colusa County  
Del Norte County  
El Dorado County  
Glenn County  
Humboldt County  
Imperial County  
Inyo County  
Lake County  
Lassen County  
Madera County  
Mariposa County  
Mendocino County  
Merced County  
Modoc County  
Mono County  
Napa County  
Nevada County  
Placer County  
Plumas County  
San Benito County  
San Luis Obispo  
Shasta County  
Sierra County  
Siskiyou County  
Sutter County  
Tehama County  
Trinity County  
Tulare County  
Tuolumne County  
Yolo County  
Yuba County



---

**To:** GSFA Board of Directors

**From:** Greg Norton, Executive Director  
Arthur Wylene, General Counsel

**Date:** August 6, 2019

**Re:** Proposed Revisions to the Golden State Finance Authority JPA  
Agreement - **ACTION**

---

**Summary**

The GSFA Joint Powers Agreement (JPA) was last amended in May 2015. Since that time, GSFA has substantially expanded its efforts to assist member counties in several areas, in addition to the well-established housing and PACE financing programs. These initiatives include:

- Establishment of an economic development team to facilitate county-lead business attraction and retention efforts, job creation efforts, and assist member counties in obtaining related state and federal funding.
- Leveraging GSFA's expertise in capital finance to facilitate rural infrastructure financing.
- Initiating the Golden State Natural Resources Project to promote forest resiliency and associated economic development on a large scale.

The JPA presently grants GSFA the power to (among other things) "finance the construction, acquisition, improvement and rehabilitation of real property...", and all of the ongoing activities of GSFA fall within this authorization. However, GSFA management and counsel recommend amending the JPA to expressly reference these expanded activities, both for purposes of clarity and to ensure that the organization's commitment to these initiatives is reflected in the governing documents. These revisions were reviewed, discussed, and approved by the GSFA Executive Committee at their meeting on July 10, 2019.

The JPA Agreement is attached with proposed revisions in track changes. The specific proposed revisions include:

- Expressly authorizing GSFA to establish and operate programs and projects to promote public safety, economic development, and environmental protection,



including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

- Clarifying that GSFA may finance the *preservation* of real property and infrastructure.
- Incorporating recent amendments to the PACE statutes expanding the types of improvements that may be financed through that program.
- Expressly authorizing GSFA to issue Industrial Development Bonds for qualifying projects.
- Specifically referencing GSFA's ability to create nonprofit corporations (such as NHF and GSNR).
- Other technical amendments to revise obsolete language or conform to current practice.

All of the proposed revisions are included in track changes in Attachment 1. The process for revision of the Agreement is as follows:

- Provide the Agreement with proposed revisions to each member's delegate for presentation and action by each member's Board of Supervisors.
- Section 19 of the Agreement calls for presentation and action by each Member's Board to be completed within 60 days of approval by the GSFA Board of Directors. Adoption of the amendment requires approval by a majority of Member Boards.

**Recommendation:**

It is recommended that the GSFA Board of Directors review and approve the proposed revisions to the GSFA Joint Powers Authority Agreement.

**Attachment(s)**

- Proposed Amended and Restated Joint Exercise of Powers Agreement (Track Changes)

## GOLDEN STATE FINANCE AUTHORITY

### AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (Original date July 1, 1993 and as last amended and restated ~~May~~ May 5, ~~2015~~2019)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

#### RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. On May 5, 2015, the name of the authority was changed to Golden State Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on ~~December 10~~May 5, 20142015.

B. WHEREAS, the Members of ~~California Home Finance~~Golden State Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure.

~~C.D. WHEREAS, the Members are each empowered by law to establish and operate programs and projects to promote public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste reduction~~diversion and reuse.

~~D.E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of financing the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure within the jurisdiction of the Authority as authorized by the Act, and establishing and operating programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste diversion and reuse~~public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

**"Act"** means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

**"Agreement"** means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

**"Associate Member"** means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

**"Audit Committee"** means a committee made up of the Executive Committee.

**"Authority"** means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

**"Board"** means the governing board of the Authority as described in Section 7 below.

**"Bonds"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

**"Delegate"** means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

**"Executive Committee"** means the Executive Committee of the Board established pursuant to Section 10 hereof.

**"Member"** means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

**"Obligations"** means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial

or legal obligation of the Authority under the Act.

**“Program” or “Project”** means any work, improvement, program, project or service undertaken by the Authority.

**“Rural County Representatives of California” or “RCRC”** means the nonprofit entity incorporated under that name in the State of California.

**“Supervisor”** means an elected County Supervisor from an RCRC member county.

## 2. Purpose

The purposes of the Authority ~~is~~ are to provide financing for the acquisition, construction, improvement, preservation, and rehabilitation of real property and infrastructure, and to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste diversion and reuse ~~reduction public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development~~, in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including ~~assisting in financing provision of financing and other programs and projects~~ as authorized herein, jointly exercised in the manner set forth herein.

## 3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

## 4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

## 5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

## 6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall

set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may receive funds from any lawful source, and may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act. The Authority shall further have the power to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic waste diversion and reuserectionpublic safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development. The Authority may exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation, wildfire safety, seismic strengthening, and renewable energy improvements, or any other improvements authorized by law, to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and

implementation agreements to implement such programs.

(10) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and organic-waste reduction; and reuse public safety, forest resiliency, wildfire risk reduction, air quality improvement, organic waste reduction, and economic development.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

## **7. Governing Board**

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

## **8. Meetings of the Board**

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.



b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

## **9. Officers; Duties; Official Bonds**

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one

hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

## 10. Executive Committee of the Authority

### a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

### b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

### c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

## 11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

## 12. Agreement Not Exclusive; ~~Operation in Jurisdiction of Member~~

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other ~~public capital improvements and programs~~ improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

**13. Conflict of Interest Code**

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

**14. Contributions and Advances**

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

**15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses**

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

**16. Duties of Members or Associate Members; Breach**

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

#### **17. Indemnification**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

#### **18. Immunities**

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

#### **19. Amendment**

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

## 20. **Withdrawal of Member or Associate Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

## 21. **Miscellaneous**

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions

hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998

Amended and restated February 18, 1999

Amended and restated September 18, 2002

Amended and restated January 28, 2004

Amended and restated December 10, 2014

Amended and restated May 5, 2015

Amended and restated \_\_\_\_\_, 2019

*[SIGNATURES ON FOLLOWING PAGES]*





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 3, 2019

**Departments: Board of Supervisors**

**TIME REQUIRED**

**SUBJECT** Letter of Support for the John Muir Trail Foundation Application for the Proposition 68 Wildlife Corridor and Fish Passage Grant

**PERSONS APPEARING BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A letter from the Board of Supervisors to the California Department of Fish and Wildlife in support of the the John Muir Trail Foundation's application for the Wildlife Corridor and Fish Passage grant program.

**RECOMMENDED ACTION:**

Approve and authorize Chair to sign proposed letter as drafted or as revised.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Letter</a>

**History**

Time	Who	Approval
8/29/2019 10:36 AM	County Administrative Office	Yes
8/29/2019 10:27 AM	County Counsel	Yes



8/29/2019 10:30 AM

Finance

Yes



Jennifer Kreitz ~ District One    Fred Stump ~ District Two    Bob Gardner ~ District Three  
John Peters ~ District Four    Stacy Corless ~ District Five

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## BOARD OF SUPERVISORS COUNTY OF MONO

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5533 • FAX (760) 932-5531  
*Shannon Kendall, Clerk of the Board*

September 3, 2019

Wildlife Conservation Board (WCB)  
Charlton "Chuck" Bonham, Chairman  
John P. Donnelly, Executive Director

WCB Forest Conservation Program  
Judah Grossman, Program Manager

P.O. Box 944209  
Sacramento CA 94244-2090

re: John Muir Trail (JMT) Foundation Wilderness Restoration Program WCB Grant Applications, Forest Conservation Program: 15-mile segment of the JMT in Ansel Adams Wilderness, Inyo National Forest

Gentlemen,

On behalf of the Mono County Board of Supervisors, I am writing in support of the above-referenced WCB grant application and urge your approval. Funding from this grant, and the supporting private donor pledges from the John Muir Trail (JMT) Foundation, will provide the organization and planning to launch urgently-needed wilderness restoration along the storied John Muir Trail, the first and oldest recreational trail in American history.

Traveling roughly 220 miles in the heart of the Sierra Nevada crest, the JMT is an important part of Mono County's recreational activities and the communities and businesses along the Eastern Sierra that depend upon it. With sharply increasing visitor use particularly over the last decade, the JMT region's complex and critical ecosystem now requires substantial and sustained support to assure the long-term health of its alpine wilderness, riparian terrain, watershed and habitat for our citizens to enjoy.

We understand the JMTF Wilderness Restoration Program replicates a program called In the Wild that has been successfully employed by Yosemite National Park since 2012 along a 9-mile segment of the JMT between Tuolumne Meadows and the southeast end of Lyell Canyon. Funded and supported by Yosemite Conservancy, the Department of the Interior and Hetch

Hetchy Water & Power Company, it is now in its eighth year of operation and is an established and proven model of success. The backcountry wilderness leadership in the Inyo National Forest will have an effective model to implement in this project area. With the support of Yosemite National Park, National Park Service for questions and guidance as the program rolls out, our area will be in the best position to make effective use of this state funding.

We respectfully join the Yosemite Conservancy, the Town of Mammoth Lakes, the Mammoth Lakes Trails and Public Access Foundation, the Sierra Club, the Sierra Club Foundation, and others in support of the WCB Forest Conservation Program grant applications by the John Muir Trail Foundation Wilderness Restoration Program for the JMT project area in the Ansel Adams Wilderness in Inyo National Forest.

Thank you.

Respectfully Submitted,

Mono County

---

John Peters, Chair  
Mono County Board of Supervisors



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 3, 2019

**Departments: Board of Supervisors**

**TIME REQUIRED** 15 minutes (10 minute presentation;  
5 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD** Matthew Diener

**SUBJECT** Mammoth Lakes Fire Safe Council  
(MLFSC) Presentation on Request  
for Funds for Fuels Reduction  
Project

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A presentation by the Mammoth Lakes Fire Safe Council (MLFSC), discussing the correspondence item from the August 6, 2019, Regular Board of Supervisors meeting, in which it requested funds in order to complete the Lakes Basin Hazardous Fuels Reduction Project.

### RECOMMENDED ACTION:

None; informational only.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / [sdedman@mono.ca.gov](mailto:sdedman@mono.ca.gov)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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[MLFSC - Letter requesting funds](#)

### History

Time	Who	Approval
8/16/2019 10:29 AM	County Administrative Office	Yes

8/16/2019 1:12 PM

County Counsel

Yes

8/15/2019 8:29 AM

Finance

Yes

**Date:** 6/25/2019

**To:** Mono County Board of Supervisors

**From:** Mammoth Lakes Fire Safe Council, Dave Easterby

**Subject: Request for funds to complete fuels reduction work in the Lakes Basin**

**Background**

The Mammoth Lakes Fire Safe Council (MLFSC) is local non-profit organization working to educate and facilitate the Mammoth Lakes Community to reduce wildfire risks and to maintain a fire safe environment. This communication is being sent on behalf of the MLFSC.

Over the past decade, wildfires in California are increasingly consuming more acres and burning at higher intensities. An analysis conducted by the Inyo National Forest in 2018 concluded that a high intensity fire is likely in the Lakes Basin under the right weather conditions. In response, the MLFSC, Mammoth Lakes Fire Protection District, Mammoth Community Water District, and Inyo National Forest collaborated to complete the environmental documents and develop a scope of work to apply for a Sierra Nevada Conservancy (SNC) grant in 2018 to implement fuels reduction work in the Lakes Basin.

In March of 2019, MLFSC received an SNC grant award for \$1,000,000 to implement the Lakes Basin Hazardous Fuels Reduction Project. A brief summary of the project follows.

**Project Description:** A variety of fuels reduction treatments on 630 acres located in the Mammoth Lakes Basin on the Inyo National Forest (INF).

**Project Location:** See attached map

**Timeline:** Project will start Tuesday, September 3, 2019. The goal is to complete the project in one field season. If work is not complete before Thanksgiving or significant snowfall, whichever comes first, work will start again Tuesday, September 8, 2020. Work in the Lakes Basin is limited to after Labor Day to reduce impacts for recreational users.

**Cost:** The completion of fuels reduction in all identified areas is higher than the grant award. The contract estimate is approximately \$1,100,000 dollars, with the exact amount to be determined after the INF completes an assessment of the quantity of trees that are merchantable (currently snow is limiting access).

**Agency Contributions:**

MCWD:	\$30,000 in-kind contribution through grant administrations
INF:	\$75,220 in-kind contribution for project planning and approval
MLFPD:	\$30,000 in-kind contribution project planning

Successful implementation and completion of this project will provide valuable multi-level protection for our community. Fuels reduction work will also improve forest health and reduce the likelihood of tree mortality from pests, pathogens, and drought which will preserve the natural beauty of the area.

**Request**

The project is approximately \$100,000 short of total project costs. The MLFSC is seeking funds from Mono County, the Town of Mammoth Lakes Los Angeles Department of Water and Power and Southern California Edison to ensure the entire project can be completed. Any funds not used for the Lakes Basin Hazardous Fuels Reduction Project will be returned to the contributor.

I am available, if requested, to answer any questions regarding the project and request for funds.

If interested in making, a contribution, please contact me. Thank you for your time and consideration of the merits of this important community safety project.



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 3, 2019

**Departments: Finance, EMS**

**TIME REQUIRED** 15 minutes (5 minute presentation,  
10 minute discussion)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Increase EMS Appropriations for  
Fiscal Year 2018-19

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Actual EMS spending in Fiscal Year 2018-19 is anticipated to exceed its amended budget by \$210,000. Most of the unanticipated spending in excess of the budget results from overtime and reserve EMT staffing to cover injury related vacancies. This agenda item is to request a transfer from General Fund contingency to increase EMS appropriations for Fiscal Year 2018-19. Requires 4/5ths vote.

**RECOMMENDED ACTION:**

Approve transfer from General Fund contingencies to increase appropriations by \$210,000 in EMS.

**FISCAL IMPACT:**

This item corrects an excess appropriations situation in the EMS budget unit and reduces FY 2018-19 general fund contingencies to a year end balance of \$385,137.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 760-932-5494 / jdutcher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Staff Report</a>

**History**

Time	Who	Approval
8/20/2019 11:49 AM	County Administrative Office	Yes



8/26/2019 4:32 PM

County Counsel

Yes

8/26/2019 4:34 PM

Finance

Yes



MONO COUNTY  
EMERGENCY MEDICAL SERVICES

**DATE:** September 3, 2019  
**TO:** Honorable Board of Supervisors  
**FROM:** Chris Mokracek, EMS Chief  
**SUBJECT:** Increase EMS Appropriations for Fiscal Year 2018-19

**Recommendation:**

Approve the transfer from General Fund contingencies to increase appropriations by \$210,000 in EMS.

**Discussion:**

The EMS department was plagued by injury related vacancies throughout FY2018-19. Long-term injuries range from 12-months, 8-months and 3-months. That is a total of 5,520 hours we were forced to fill with overtime and/or reserve EMT staffing. Compounding the situation, we entered FY2018-19 with a \$100,000 reduction in our overtime line as our contribution to balancing the general fund budget.

FY2018-19 also saw the adoption of a new paramedic contract which paid wage increases retroactively to January 1, 2019. This added to unanticipated increases in our personnel line.

We have made the necessary corrections for FY2019-20 and do not anticipate similar issues for the future.

**Fiscal Impact:**

This item corrects an excess appropriations situation in the EMS budget and reduces the FY 2018-19 general fund contingencies to a year-end balance of \$385,137.



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 3, 2019

**Departments: Finance**

**TIME REQUIRED** 10 minutes (5 minute presentation, 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher

**SUBJECT** FY 2018-2019 County Audit Engagement Letter

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

This audit engagement letter between the County of Mono and the audit firm of Price Paige & Company, and subject to an existing contract for services entered into on August 1, 2018, establishes an understanding about the audit services to be performed and the responsibilities of each party.

**RECOMMENDED ACTION:**

Approve Chair of the Board of Supervisors signature on the Fiscal Year 2018-2019 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company

**FISCAL IMPACT:**

The cost of this audit for Fiscal Year 2018-2019 is \$73,100, which is included in the adopted budget for Fiscal Year 2019-2020.

**CONTACT NAME:** Janet Dutcher

**PHONE/EMAIL:** 760-932-5494 / jdutcher@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Mono County Audit Engagement Letter - 2018-19</a>

**History**

Time

Who

Approval

8/20/2019 11:45 AM	County Administrative Office	Yes
8/23/2019 4:52 PM	County Counsel	Yes
8/26/2019 4:35 PM	Finance	Yes



# DEPARTMENT OF FINANCE AUDITOR-CONTROLLER COUNTY OF MONO

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*Stephanie M. Butters*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM*  
Director of Finance

*P.O. Box 556*  
*Bridgeport, California 93517*  
*(760) 932-5490*  
*Fax (760) 932-5491*

To: Honorable Board of Supervisors

From: Janet Dutcher, Finance Director

Date: September 3, 2019

Re: FY 2018-19 audit engagement letter

## **Recommendation:**

Approve Chair of the Board of Supervisors signature on the Fiscal Year 2018-2019 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

## **Background:**

On August 7, 2018, the County entered into a contract with the audit firm of Price Paige & Company beginning with the audit for the year ended June 30, 2018. The term of the agreement is five years and covers annual audits through the year ending June 30, 2022. The scope of services includes:

- Financial audit of Mono County's annual financial statements
- Compliance audit of Mono County's annual federal expenditures

## **Discussion:**

The purpose of this audit engagement letter is to make clear our professional relationship with the independent audit firm of Price Paige & Company. It sets forth the County's responsibilities and the auditor responsibilities concerning the conduct of the audit engagement.

The audit engagement covers the following:

- Purpose of the audit engagement
- Scope of the audit engagement
- Standards the audit firm will use to conduct the engagement
- What the audit firm will do and will not do
- Instructions to the County and what the County's responsibilities are
- What facts the audit firm are relying upon
- Billing rates and fees

Auditing standards recommend the audit firm address the engagement letter to both management and those charged with governance, which is the County Board of Supervisors. This result is because (1) auditing standards require the auditor, for each audit engagement, obtain management's agreement that we acknowledge and understand our financial responsibilities and also (2) communicates the auditor's responsibilities concerning the conduct of the audit with those charged with governance of the County.

This engagement letter serves both purposes and our signatures signify we understand our fiscal and compliance responsibilities concerning the auditor's work and we acknowledge the auditor's responsibility for conducting the engagement and the planned scope and timing of the audit.

**Fiscal Impact:**

The cost of this audit for Fiscal Year 2018-2019 is \$73,100, which is included in the adopted budget for Fiscal Year 2019-2020.



June 25, 2019

Janet Dutcher, Finance Director  
John Peters, Board Chair  
County of Mono  
25 Bryant Street  
P.O. Box 556  
Bridgeport, CA 93517

We are pleased to confirm our understanding of the services we are to provide to the County of Mono, California (the County) for the year ending June 30, 2019 and pursuant to the contract for services entered into on August 7, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the County as of and for the year ending June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as the management's discussion and analysis (MD&A) and the budgetary comparison schedules, to supplement County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Net Pension Liability/(Asset) and Related Ratios
- 3) Schedule of Contributions - Pension
- 4) Schedules of Changes in Net OPEB Liability and Related Ratios
- 5) Schedule of Contributions - OPEB
- 6) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Fund Statements

677 Scott Avenue  
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The following other information accompanying the financial statements, as included in the County's Comprehensive Annual Financial Report, will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on this information:

- 1) Introductory Section
- 2) Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Supervisors of the County of Mono. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.



Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal

awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you

are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to the County, we may communicate by facsimile transmission, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the County may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as providers of tax return preparation and document management software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Engagement Administration, Fees and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and

provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for these engagements will be retained for a minimum of seven years after the report release date.

Fausto Hinojosa, CPA, CFE, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

The audit documentation for this engagement is the property of Price Paige & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Price Paige & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fees for the 2019 audit for the County of Mono are not expected to exceed \$73,100 and are detailed as follows:

County Audit	\$54,600
Single Audit	14,000
Out of Pocket Expenses (meals, lodging travel)	4,500

If more than three major federal programs are required to be audited, then additional audit fees may be applied. These fees will be discussed with the Finance Director for approval prior to commencing the work. Our fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you before we incur the additional costs. Our fees for these services will be billed at the hourly billing rates for the individual involved, plus out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We will issue a monthly billing statement for the work completed in that month. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred.

If any dispute pertaining to our work product arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

All work will be suspended if your account becomes 90 days past due. No work will be resumed until your account is fully paid. You acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    September 3, 2019

**TIME REQUIRED**

**SUBJECT**                    Closed Session - Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt).  
Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

**Time**

**Who**

**Approval**



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 3, 2019

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### **AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrative Officer (CAO).

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### **RECOMMENDED ACTION:**

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### **FISCAL IMPACT:**

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### **CONTACT NAME:**

**PHONE/EMAIL:** /

---

### **SEND COPIES TO:**

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### **MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

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No Attachments Available

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History

Time

Who

Approval



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    September 3, 2019

**TIME REQUIRED**

**SUBJECT**                    Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Fiscal and Administrative Services Officer.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
8/27/2019 12:12 PM	County Administrative Office	Yes
8/27/2019 5:45 PM	County Counsel	Yes
8/29/2019 10:29 AM	Finance	Yes