



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 Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

Regular Meeting December 17, 2013

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 the Clerk of the Board at (760) 932-5534. 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), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). 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 www.monocounty.ca.gov . If you would like to receive an automatic copy of this agenda by email, please send your request to Lynda Roberts, Clerk of the Board: lroberts@mono.ca.gov .

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. APPROVAL OF MINUTES

A. Board Minutes

Approve minutes of the Regular Meeting held on December 3, 2013.

B. Board Minutes

Approve minutes of the Regular Meeting held on December 10, 2013.

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

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

6. DEPARTMENT/COMMISSION REPORTS

7. 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. County Medical Services Program Resolution

Departments: Public Health

Proposed resolution #R13-____, ratifying Resolution 2013-1 of the County Medical Services Program Governing Board and the provisions set forth in Welfare and Institutions Code Section 17600.50(a).

Recommended Action: Adopt proposed resolution #R13-____, ratifying Resolution 2013-1 of the County Medical Services Program Governing Board and the provisions set forth in Welfare and Institutions Code Section 17600.50(a). Provide any desired direction to staff.

Fiscal Impact: No County General Fund impact.

B. HIV/AIDS Surveillance Contract Agreement #13-20142

Departments: Health Department

Proposed contract with the Office of AIDS pertaining to HIV/AIDS Surveillance Agreement Number 13-20142.

Recommended Action: Approve County entry into proposed contract and authorize the Chairman's signature on the contract documents for the 3-year period of July 1, 2013-June 30, 2016. Additionally, provide authorization for the Public Health Director

to sign amendments that may occur during the 3-year contract period.

Fiscal Impact: There is no fiscal impact on the County general fund. This contract will provide the Health Department with \$9,000 for the provision of HIV/AIDS Surveillance.

C. HIV Care Program Contract Agreement #13-20060

Departments: Health Department

Proposed contract with the Office of AIDS pertaining to HIV Care Program Contract Agreement Number 13-20060.

Recommended Action: Approve County entry into proposed contract and authorize the Chairman's signature on the contract documents for the 9-month contract period of July 1, 2013-March 31, 2014.

Fiscal Impact: There is no fiscal impact on the County general fund. This contract will provide the Health Department with \$31,500 for the provision of the Care Program.

D. At will Contract for Kevin Christensen Deputy District Attorney II

Departments: District Attorney

Proposed resolution approving a contract with Kevin Christensen as Deputy District Attorney, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Approve Resolution #R13-____, approving a contract with David Christensen as Deputy District Attorney II, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: There is sufficient appropriation in the DA's general fund budget including: Compensation 6 months: \$ 79,968.82, 12 months: \$159,937.65; Salary 6 months: \$50,016.00, 12 months: \$100,032.00; PERS 6 months: \$10,147.25, 12 months: 20,294.49; Benefits 6 months: \$19,805.58, 12 months: \$39,611.15; Hourly Rate including Benefits 6 months: \$76.89, 12 months: \$76.89.

E. Maternal Child & Adolescent Health Agreement Funding Application FY 2013-14

Departments: Health Department

Proposed Maternal Child & Adolescent Health (MCAH) Agreement Funding Application for FY 2013-14.

Recommended Action: Approve and authorize the Chairman's signature on the proposed MCAH Agreement Funding Application (AFA)/Update Form for FY 2013-14.

Fiscal Impact: There is no fiscal impact on the County general fund. MCAH funding is a mix of federal and local public health realignment funding. The local funding is required by the federal government to draw down the Title XIX funds. The budget for this program for FY 2013-14 is \$183,076 from the following funding sources: Federal Title V, \$63,000; Federal Title XIX, \$44,869; Local Health Realignment, \$75,207.

F. Part-Time Temporary Position - Class Coordinator for CSA #1

Departments: Human Resources/Risk Management

Proposed Resolution #R-13____, authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary Appointment Community Center Class Coordinator for CSA #1 in the County Administrative Office and to Authorize the County Administrative Officer to Fill Said Allocated Position.

Recommended Action: Adopt proposed resolution #R13-____, authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary Appointment Community Center Class Coordinator for CSA #1 in the County Administrative Office and to Authorize the County Administrative Officer to Fill Said Allocated Position. Provide any desired direction to staff.

Fiscal Impact: \$4000 out of CSA #1 funds. Budget amendments will be made during midyear.

G. Part-Time Temporary Position - Wellness Center Associates

Departments: Human Resources and Behavioral Health

Proposed Resolution R-13-__ Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of up to Three Temporary Appointment Wellness Center Associates in the Behavioral Health Department and to Authorize the County Administrative Officer to Fill Said Allocated Positions.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: No fiscal impact at this time. Upon filling the positions, possible budget amendment to change contract services to employee services.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. Fettes Letter Regarding Sage-Grouse Issue

Correspondence dated 12/5/13 from Ian Fettes in June Lake, CA providing comments after attending the recent 12/3/13 Board meeting and specifically, the Sage-Grouse agenda item.

B. Town of Mammoth Lakes Request for 4th of July Funding

Letter from Rick Wood, Mayor for the Town of Mammoth Lakes, requesting funding support for the 4th of July celebration and fireworks show.

9. REGULAR AGENDA - MORNING

A. Allocation and Appointment of Case Manager I/II

Departments: Behavioral Health

15 minutes (5 minute presentation, 10 minute discussion)

(Robin Roberts) - Resolution #R13-_____, authorizing the county administrative officer to amend the County of Mono list of allocated positions to reflect the addition of a Case Manager I/II in the Behavioral Health Department and to authorize the County Administrative Officer to fill said allocated position.

Recommended Action: Adopt proposed resolution #R13-_____, authorizing the county administrative officer to amend the County of Mono list of allocated positions to reflect the addition of a Case Manager I/II in the Behavioral Health Department and to authorize the County Administrative Officer to fill said allocated position.. Provide any desired direction to staff.

Fiscal Impact: There is no impact to the general fund. This position will provide revenue to Behavioral Health thgouth billing to Medi-CalTotal Cost: \$68,050.62/year; Salary \$41,472.00; PERS \$7,907.47; Benefits \$18,671.15. There are sufficient savings from vacant budgeted positions to cover the cost of this position.

B. Treasury Oversight Committee

Departments: Finance

30 minutes (10 minute presentation, 20 minute discussion)

(Rose Glazier/Leslie Chapman) - Proposed resolution of the Mono County Board of Supervisors Establishing Treasury Oversight Committee.

Recommended Action: 1. Adopt proposed resolution #R13-_____, establishing Treasury Oversight Committee; 2. Nominate Board of Supervisor member to sit on Treasury Oversight Committee; 3. Confirm/approve nominated members to sit on Treasury Oversight Committee; 4. Approve mileage reimbursement for board members for quarterly meeting at the IRS rate (currently \$.565 per mile), the estimated cost is \$260.00 quarterly or \$1,040.00 annually; and, 5. Provide any desired direction to staff.

Fiscal Impact: Expenses including mileage reimbursements and the cost of the annual audit are estimated to be a total of approx. \$4,000 and will be paid from interest earnings before distribution to the Treasury participants.

C. Cemetery Update and Budget Amendment

Departments: Finance/Public Works

20 minutes (5 minute presentation, 15 minute discussion)

(Vianey White) - Status updates for all Mono County cemeteries and request for budget amendments to achieve road structure and drainage system improvements at the Bridgeport cemetery.

Recommended Action: 1. Hear presentation from Vianey White regarding the status on all Mono County cemeteries. 2. Amend the 2013/2014 CSA #5 budget (fund 735) by increasing Land & Improvements (Object Code 5201) and decreasing contingencies (9101) by \$20,000 (4/5s vote required) 3. Amend the 2013/2014 Cemetery budget (fund 610) by increasing Donations & Contributions (Object code 1705) and Land & Improvements (Object Code 5201) by \$38,000 (4/5s vote required). There is sufficient fund balance available in the Cemetery fund to cover the \$18,000 difference. 4. Accept contribution of \$20,000 from CSA #5 for improvements to the road structure and drainage system at the Bridgeport cemetery.

Fiscal Impact: There is no impact to the County General Fund and with the donation of \$20,000, there is sufficient funding in the Cemetery enterprise fund to cover the currently proposed expenditure of \$38,000.

D. Contract Amendment with Triad-Holmes Associates for Engineering, Inspection, and Surveying Services

Departments: Public Works - Engineering Division

15 minutes (5 minute presentation, 10 minute discussion)

(Garrett Higerd) - Amendment of existing "as-needed" contract with Triad-Holmes Associates to increase contract limit and remove annual dollar limitations to accommodate engineering and surveying work for the June Lake Streets project.

Recommended Action: Amend "as-needed" contract with Triad-Holmes Associates for engineering, inspection, and surveying services to increase the contract limit from \$183,000 to \$250,000 for services provided over the next three years and to eliminate the annual dollar limit. 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, provided such amendments do not cause spending on any project to exceed the budgeted authority. Provide any desired direction to staff.

Fiscal Impact: Projects requiring these services are generally road projects funded by the State Transportation Improvement Program (STIP), Proposition 1B, or a zone of benefit. Contractor payments will not impact the General Fund.

E. Inflationary Increase to Service Fee Floors for D&S Waste and Mammoth Disposal

Departments: Solid Waste Division

15 minutes (5 minute presentation, 10 minute discussion)

(Tony Dublino) - Proposed amendments to Franchise Contracts with D&S Waste and Mammoth Disposal in response to their request for inflationary increases to the service fee floors.

Recommended Action: Approve County entry into proposed amendments and authorize CAO Jim Leddy to execute said amendments on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: Approximately \$500 per year of additional franchise revenue.

F. U.S. Fish and Wildlife Service (USFWS) Sage Grouse Listing Update and Comment Letter

Departments: Community Development

25 minutes (10 minute presentation, 15 minute discussion)

(Scott Burns, Wendy Sugimura, Stacey Simon) - Receive update on U.S. Fish and Wildlife Service (USFWS) Sage Grouse listing and comment period.

Recommended Action: 1. Receive update on sage grouse listing and provide any desired direction to staff; 2. If the comment period is not extended, authorize staff to submit a comment letter to the USFWS by the December 27 deadline; and, 3. If the comment period is not extended, authorize staff to submit a comment letter on the Humboldt-Toiyabe Forest Plan Amendment by the December 27 deadline.

Fiscal Impact: Potentially significant long-term economic impact, particularly when cumulative impacts of the proposed action are considered with those of the Yosemite toad and yellow-legged frog proposed action. The USFWS must still prepare the required economic studies. The Board of Supervisors has requested the USFWS address these cumulative economic impacts.

10. 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.)

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. 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 Employee Performance Evaluation: County Administrator

Departments: County Administrator

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrator.

C. Closed Session

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill. Agency negotiator: Tony Dublino, Jim Leddy, Marshall Rudolph, Stacey Simon. Negotiating parties: Mono County and LADWP. Under negotiation: Price.

D. Closed Session - County Counsel Performance Evaluation

PUBLIC EMPLOYMENT. Government Code section 54957. Title: county counsel.

E. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Fritsch workers compensation claim.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.

12. 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.)

13. REGULAR AGENDA - AFTERNOON

A. Workshop on Resource Efficiency Plan and County Energy Efforts

Departments: Community Development with CAO, Public Works, Finance, Fleet
1 hour (15 minute presentation, 45 minute discussion)

(Wendy Sugimura) - Conduct workshop on Resource Efficiency Plan and related County energy efforts.

Recommended Action: Review Resource Efficiency Plan targets and proposed greenhouse gas emission (GHG) reduction measures, and establish the following reduction targets: Community Emissions: 15% below 2005 levels; County Government Operations: 15% below 2010 levels.

Fiscal Impact: Staff time and the consultant associated with developing strategies and policies for the Resource Efficiency Plan and General Plan Update are covered by the Sustainable Communities Grant through the Strategic Growth Council (California Department of Conservation). Staff time associated with developing the priority programs is covered by department budgets. Specific costs associated with implementation will be brought back at future Board meetings with the complete program description.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Board Minutes	

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on December 3, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall
PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
**PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[12-03-13 Draft](#)

History

Time	Who	Approval
12/11/2013 9:10 AM	County Administrative Office	Yes
12/10/2013 2:37 PM	County Counsel	Yes
12/10/2013 3:51 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
December 3, 2013**

Flash Drive	#1001
Minute Orders	M13-248 to M13-252
Resolutions	R13-105 to R13-106
Ordinance	Ord13-05 – NOT USED

9:00 AM Meeting Called to Order by Chairman Hunt.

*Supervisors Present: Alpers, Fesko, Hunt, Johnston and Stump.
Supervisors Absent: None.*

Pledge of Allegiance led by Supervisor Stump.

*Break: 10:55 a.m.
Reconvene: 11:02 a.m.
Lunch/Closed Session: 12:54 p.m.
Reconvene: 2:10 p.m.
Adjourn: 4:10 p.m.*

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Gary Nelson (homeowner at Mono City):

- Works for CalTrans in Bridgeport.
- Has been trying to reserve two plots at the Mono Lake Cemetery for 12 years. He has not had any luck getting any help with this.
- Has put his name on a list. He's trying to be on top of things and get this taken care of so his family doesn't have to. He was recently ill, having open heart surgery; he *still* hasn't gotten requested plots.
- Also had issues with Road Dept. years ago getting speed limit signs in Mono City.
- He doesn't feel very represented.
- Chairman Hunt: we need to see where we're at with these things (Jim Leddy will work

Note

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

- directly with Mr. Nelson).
- Supervisor Stump: doesn't see why the board would be involved with the cemetery plot reservations but if we need to get involved, let's get involved.

2. APPROVAL OF MINUTES

A. Board Minutes

M13-248 Approve minutes of the Regular Meeting held on November 5, 2013.

Johnston moved; Stump seconded

Vote: 5 yes; 0 no

B. Board Minutes

M13-249 Approve minutes of the Regular Meeting held on November 12, 2013, as corrected.

Stump moved; Johnston seconded

Vote: 5 yes; 0 no

Supervisor Stump:

- P. 14 of draft minutes, under Supervisor Stump's comments, "has some of same concerns as Supervisor Stump." Change to read, "has some of same concerns as Supervisor *Fesko*."

Supervisor Johnson:

- P. 15 of draft minutes, under Supervisor Johnston's comments, remove first sentence, "This is a present."

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- Attended ESTA meeting with Supervisor Hunt.
- Thanked Supervisor Fesko for going to RCRC.
- Team leadership meeting in Mammoth; PEER tour trip group. Julie Brown is in charge of kid's programs. There were a lot of pre-sale passes sold and a check given to June for the promotion of their winter activities.
- Don Morton of June Lake Accommodations said that June is booked solid.

Supervisor Fesko:

- 11/17 – 11/22, CSAC with two other Board members; great networking.
- 11/26 – Meeting regarding Hwy 270 into Bodie; well attended.
- Thanksgiving, had Bill VanLente over.
- Wild Iris fundraiser tonight from 6-9 p.m. in Mammoth.
- Heading to RCRC today after meeting.

Supervisor Hunt:

- 11/15 – ESTA meeting; no representation from the Town;
- Attended CSAC in San Jose; a lot of networking.
- Reminder 12/17 – gift exchange after meeting.
- Going over hill tomorrow for Sierra Nevada Conservancy meeting.

Supervisor Johnston:

- Attended BioMass meeting; scheduling some outreach to top organizations to update them on biomass project.
- Attended IMACA meeting – new obligation for Supervisors.

Note

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- Attended LTC meeting; adoption of MOU.
- Attended CSAC and various meetings at the conference. Gave a brief list of the informational meetings and sessions he attended. Concluded with installation of officers. Mentioned a proposed resolution supporting investments, locally (give to CAO; maybe get onto a future agenda).
- Meeting regarding Bodie Hills Conservancy idea.
- Last night – Mammoth Lakes Housing meeting. Went over mission statement (handout).

Supervisor Stump:

- Attended LTC meeting; going to have follow-up today.
- Attended LDTAC meeting.
- Attended drill, complimented two paramedics that were there for their participation and the way they helped the county. New multi-casualty kits have been purchased.
- Mentioned several Employee Appreciations of the week: Steve Reeves, Jesse Hale, Steve Worabel, Joe Swager, John Hauter and Claude Fiddler. These employees, from Public Works, completed installing the support structure for the first portion of the summer playground shade structure at the Benton and Chalfant parks.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- Attended CSAC meeting; conversation on water was very interesting. ALL of California is being hit. CAO's met for several hours to discuss realignment funding. Encouraged having *all* supervisors attend the CSAC annual meeting next year.
- Attended the Hwy 270 meeting; thanked Jeff Walters, Stacey Simon and Supervisor Fesko. Will meet again in January, Caltrans has some homework to do.

6. DEPARTMENT/COMMISSION REPORTS

Marshall Rudolph:

- Possible future agenda item regarding TOT Ordinance; were waiting on Traynor's appeal.
- In light of how appeal was resolved, it may not be something the board WANTS to agendize now.
- Supervisor Fesko: no agenda item; it would be ordinance on top of powers the board already has.
- Supervisor Stump: no agenda item but would like to at least see draft and then make a final decision on whether or not to agendize.
- Supervisor Hunt: would like to be part of larger discussion; should be mechanism in place for county to deal with this. Wants to review draft.
- Supervisor Johnston: he thinks we should have a precedent to unprecedented situations. We need a provision in place.
- Supervisor Alpers: He thinks Board should have flexibility on a case by case basis; we'd lose flexibility if there was an ordinance; doesn't feel we need an agenda item.
- This will be an agenda item; for discussion. He has draft of the proposed ordinance, waiving the first reading. Can decide at that point whether or not it gets adopted.

7. 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.)

Note

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A. **Appointment of Long Valley Regional Planning Advisory Committee**

Departments: Community Development Department

Consider new appointment, Alison Feinberg, to the Long Valley Regional Planning Advisory Committee as recommended by Supervisor Stump.

M13-250 Action: Appoint Alison Feinberg to the Long Valley Regional Planning Advisory Committee.

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

Pulled by Supervisor Johnston:

- Question about process, not about the appointee.
- Terms need to be staggered.
- Needs to be consistent with all RPACS.
- No one should be appointed to life; there needs to be terms.

Supervisor Fesko:

- He is fine with RPACS conducting their organizations as they wish.

Supervisor Stump:

- Intent is to roll over into staggered terms rather than disrupt RPAC at the same time.

B. **MOU among Mono County, the Town of Mammoth Lakes, and RedRover for Crisis Animal Care**

Departments: Animal Control, Sheriff

Proposed contract with United Animal Nations d.b.a. RedRover and the Town of Mammoth Lakes pertaining to the provision by RedRover of shelter, food, medical, and other services for animals during emergencies.

M13-251 Action: Approve County entry into proposed contract and authorize Chairman to execute said contract on behalf of the County.

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

C. **Employment Agreement - Resolution Approving Agreement re Employment of Dr. Richard Johnson**

Departments: Human Resources

Proposed resolution approving a contract with Dr. Richard Johnson, and prescribing the compensation, appointment and conditions of said employment.

R13-105 Action: Approve Resolution #R13-105, approving a contract with Dr. Richard Johnson, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Johnston moved; Stump seconded

Vote: 4 yes; 1 no: Fesko

Note

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Pulled by Supervisor Fesko:

- Same issue he has with the car allowance; smoke and mirrors.
- He will be voting no.

D. Resolution for the District Attorney to Enter into a Grant Award with the BSCC

Departments: District Attorney

Resolution approving and authorizing the Mono County District Attorney to participate in and administer the Edward Byrne Memorial Justice Assistance Grant Program funds which is part of the Anti Drug Abuse Enforcement Team Program.

R13-106 Action: Adopt proposed Resolution #R13-106, approving and authorizing the Mono County District Attorney to participate in and administer the Edward Byrne Memorial Justice Assistance Grant Program funds which is part of the Anti Drug Abuse Enforcement Team Program. Provide any desired direction to staff.

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

Supervisor Stump:

- Brought up law enforcement issue over Burning Man weekend.
- Asked about this grant money and how it might be related to the saturation patrols.
- Maybe a discussion to have next spring?

Tim Kendall, D.A.:

- Saturation patrols take place throughout the year; the one over the Burning Man weekend happened to be one of them.
- He's not involved in that planning; he's only involved in the running of the grant. Grant monies would pay for overtime for saturation patrol.
- Appreciates the conversation the board would like to have. The Sheriff and D.A. have very different concerns than the Board when it comes to this topic.
- It's his understanding that the courts have deemed that these types of checkpoints are legal and proper.
- The court will rule on whether or not stops are suspect or not.

Supervisor Johnston:

- Wants an agenda item to discuss the stopping of motorists, saturation patrols.
- These stops are subjective and potentially prejudicial; we need to have a discussion about this.
- Personally it's a breach of his freedom to be stopped in this way.

Supervisor Fesko:

- Agrees with Supervisor Johnston; would be an interesting conversation.
- Feels the Burning Man weekend saturation was very subjective.

Sheriff Obenberger:

- When his officers pull people over, it's because they have a reason.
- They stopped numerous people on that weekend; if people break the law they go to jail.
- Disagrees that traffic stops during that weekend were questionable.
- His job as Sheriff is to ensure the safety of both visitors and residents and his department will do that no matter what.

Note

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8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. **Cramer Letter Regarding Solid Waste Parcel Fee**

Correspondence dated November 3, 2013 to the Board from Gary Cramer regarding the amount he pays for the solid waste parcel fee. This letter is requesting a possible decrease in the assessed fee and refers to past correspondence between Mr. Cramer and Mr. Jeff Walters of the Public Works Department.

The Board acknowledged receipt of the correspondence.

9. REGULAR AGENDA - MORNING

A. **Heavy Equipment Replacement**

Departments: Public Works

(Jeff Walters) - The California Air Resource Board (CARB) requires reductions in diesel emissions for Mono County's fleet of heavy equipment. Two schedules detailing the CARB compliance dates and associated costs for off-road and on-road equipment are attached.

Action: None.

Jeff Walters:

- Looking at approximately \$21 million on revised sheet.
- Went through brief summary of two schedules. Discussion about compliance deadlines, different dollar amounts, potential options, etc.
- He's put in for total replacement.
- Two policy items that was brought before board: 1. Initial item to replace dump trucks and 2. Water tank slip-ins.
- All figures listed in his staff report are the highest technology available.
- He and his staff recognize the cost to the county and also understand that constituents require good working and reliable vehicles.

Supervisor Stump:

- Asked about age of equipment.
- By 2020 or 2025 (even if we purchase 2014/2015's now) we might have vehicles that will not be compliant?
- Need to keep this issue at the top of the priority list; agrees with Supervisor Johnston on looking at financing options.
- Compliments staff on bringing unpleasantness to the board and on trying to save board money; its obvious Jeff is looking at all options.

Supervisor Johnston:

- There has been a historic (not systematic) replacement that has gone on within Public Works budget but this hasn't covered the Public Works vehicles.

Note

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- He wants to know what amount of money is being spent on replacements.
- There is an overlap on CARB compliance and regular replacement. We can't blame all this on CARB.
- New technologies out there that could buy us time.
- We need to put together a tight 20-year plan; need to get down to brass tacks and discuss financing.
- We have a way to do this without paying a bunch of fees.
- On policy items: when are you asking for those?
- He's not talking about a lease; he's talking about some type of financing.

Supervisor Fesko:

- Anything '94 or newer needs to be replaced by 2020? Have we purchased vehicles '94 or newer that will need to be retrofitted?
- Doesn't want to purchase Tier 3's today knowing we might need to retrofit them later. We should focus on Tier 4's if possible.
- We're not going to have the money to pay out; but between now and 2018, we better set money aside.
- The problem with leases or financing is you still need money to pay for those.

Supervisor Hunt:

- We need to stay flexible as this is constantly changing; but we need a plan and need to be prepared.

Leslie Chapman:

- The policy items are not currently in the budget. Funds would need to be moved.

Jim Leddy:

- Financing discussion needs to occur next.

B. CARB Financing Workshop

Departments: Finance

(Leslie Chapman) - Presentation by Leslie Chapman regarding financing options for purchasing CARB compliant equipment.

Action: None.

Leslie Chapman (power point, to be kept in file folder for today's meeting):

- Hopes to provide a springboard that the Board can use for discussion/options.
- She consulted with Brandis Tallman, LLC (finance group) and brainstormed different options. The following presentation sums up those discussions.

CALIFORNIA AIR RESOURCES BOARD "CARB" Compliant Vehicle Replacement Financing Options Presentation –

- Option 1 – Master Lease
 - A line of credit established with a borrower.
 - Process to obtain Master Lease.
 - Master Lease Terms.
 - One time cost of issuance of \$30,000 for placing the master lease with the lender. No other financing costs associated with the master lease.

Note

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- Master Lease Sample Amortization.
- Option 2 – Private Placement
 - Direct loan placement with an institutional investor, i.e. a bank.
 - Bare bones version of public offering.
 - No credit rating required.
 - No official statement required.
 - No Trustee required.
 - No public continuing disclosure required.
 - Private Placement Lenders.
 - Cost of issuance could be as low as \$7,500 per transaction.
 - Provides County with the ability to make multiple, smaller loan issuances, as the need for equipment financing arises.
 - Private Placement Sample Amortization.
- Option 3 – Public Offering
 - Underwriter purchases bonds from issuer with intent to resell bonds to investors.
 - List of where the sale of bonds can be made to.
 - Requirements for a public offering.
 - Requirements and due diligence procedures increase costs of issuance of bonds, requires a lot of staff time.
 - Bonds can be serialized so that interest rate increases each year rather than remaining fixed for term of bonds; can provide overall lower interest cost.
- Option 3 – Public Offering Certificate of Participation (COP)
 - Public offering mechanism available to the County for the vehicle replacement program is a COP.
 - Typical COP structuring.
 - If COP designated as option, in County's best interest to finance the entire vehicle replacement program in one or two issuances rather than multiple smaller issuances.
 - Term of COP is generally limited to the useful life of the equipment.
 - IRS requires public agencies have expectation to expend 85% of all financed proceeds within 3 years of issuance.
 - COP Sample Amortization.

Additional comments:

- She has issue with Supervisor Johnston's idea because it's other people's money. Also has issues with liquidity.
- Not a terrible idea, just needs exploring.
- Will bring a slate of potential Treasury Oversight Committee appointees to the board soon. The Investment policy will need to be revised first thing.

Marshall Rudolph:

- Clarified legal issues.
- Did some comparisons to Solid Waste lease.
- Shouldn't do a COP type of thing unless amount of financing is extremely large; it's very expensive.
- Other agencies would need to consent to the use of their money.

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Supervisor Alpers:

- How do we logistically go about borrowing money from the special districts? What's the process?

Supervisor Fesko:

- Before we go too far, where does the initial money come from?
- What is legality of using other people's money that's in our treasury?
- Are two policy items needed right now, today?

Supervisor Johnston:

- Setting \$1 million aside without financing at very low interest rate, you're losing money. Gave examples of this.
- We need a plan for the amount we need every year; we need to work through details.
- We have to be careful not to be too stagnant in the existing economy. We are talking about 15 years down the road.
- Ok to add this to the budget discussion, but it needs to not be lost track of.

Supervisor Stump:

- How much of the \$60 million is county funds?
- There is also the issue of equipment life.
- Doesn't want to see this slip for months; how long for Leslie and Jeff to come back to the board and answer questions? January?
- We need to start releasing information to citizens about this issue.

Jim Leddy:

- This would have to happen in open session.
- Similar thing happened in Sonoma County, different issue. Had to have greater flexibility than liquidity
- Where does it save money on an annual basis?
- What's the price tag on an ongoing basis that the board is willing to pay? What services is the board willing to cut?
- The mid-year budget discussion (Feb. 11th) is going to address the overall budget. This might be a good time to readdress this discussion.

Jeff Walters:

- He can come back in January with more information.

C. **Update on County Regional Transportation Improvement Program (RTIP) Submittal**

Departments: Community Development

(Garrett Higerd) - Update on the 2014 RTIP submittal.

Action: None.

Garrett Higerd:

- Here to give update on 2014 RTIP submittal.
- Handout given to Supervisors; to be posted to web.
- Went over previously discussed 2014 STIP Projects.
- Programmed \$2.8 million dollars.

Supervisor Stump:

- Asked about money in maintenance program.
- Reserves would get reduced if Town asks for money?
- Garrett should rename "preventative maintenance" to whatever he needs to rename it.

Note

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Supervisor Johnston:

- Need to keep in mind what "T" funding is for.
- He would like to see us reserve a bit of that.
- Could we have another line item that puts trails, etc. into a separate pot?

Supervisor Alpers:

- Asked about ESTA requests.
- He sees a better use of the money besides a bus replacement.

Gerry LeFrancois:

- The reserve is a bank account; caveat is that LTC controls and allocates money. If money isn't there, they won't do it.
- We need to spend money consistent with STIP guidelines.
- You can use STIP funds for vehicle replacements and LTC has historically taken advantage of that.

D. Mono County Fisheries Commission Appointments

Departments: Board of Supervisors

(Supervisors) - The Mono County Fisheries Commission currently has four (4) vacancies. The terms of office for these volunteer positions will commence upon appointment and expire on April 1, 2017. The vacancies must be filled by a Mono County resident with an interest or background in fishing and wildlife. This vacancy was properly listed in the newspaper and a total of five (5) applications have been received for consideration of these appointments.

M13-252 Action: Appoint Robert Dunn, R. Gary Jones, Steve Marti, and Gaye Mueller from the packet of four applications to the Mono County Fisheries Commission, terms to expire April 1, 2017.

Alpers moved; Fesko seconded

Vote: 4 yes; 1 no: Johnston

Jim Leddy:

- Brought back to the board.
- There are now four spots and four candidates.

Supervisor Stump:

- Wanted to make a comment about the heat the Board took about the well. This item was pulled by Mr. Marti a long time ago and *that* is the reason there is no well.
- This type of garbage needs to stop.

Supervisor Hunt:

- He has told Fisheries Commission that he is relying on constant communication between them and the Board from here on out.
- If we appoint these commissioners back into their positions, they need to be expected to work closely with the board.
- He doesn't hold anything personally against the board; they need a chance to do the right thing.
- He's going to support the four up for reappointment, but he is watching them.

Supervisor Johnston:

- He'd like to leave one spot open and get it filled from a south

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county person.

Supervisor Alpers:

- Explained discussion with Don Morton (June Lake resident) and the fact he backed out due to expected obligations.
- Not sure how you arbitrarily pull one from the four applicants?
- We need to keep an eye on the work product of this commission.

Supervisor Fesko:

- Brought up issues with Robert Dunn.
- This board can pull anybody from any commission at any time.

E. **Mono County Volunteer Service Event**

Departments: CAO

(Jim Leddy/Sarah Messerlian) - This is continued discussion from a Board item on October 15th, at the request of Supervisor Larry Johnston. The concept is to host a special event to recognize and thank citizens who serve on Board appointed committees or commissions.

No taxpayer funds would be utilized, as this event would be paid for by those invited to attend through ticket sales. Items for consideration include invitations, postage, venues and catering. All of those items would be included in the cost of the ticket so that no taxpayer funds would be utilized. Staff time would not be included.

Action: None.

Jim Leddy:

- Thanked Sarah for her work on this.
- Went over various recommendations.
- Ticket price \$30-50.
- One invitation to both.
- Maybe add on \$5 and include Wild Iris (a non-profit)?

Supervisor Hunt:

- Original idea was to do during the holiday season; now it's being pushed out of this season.
- He suggests doing it beginning next December, one ball for each area (north and south).
- Start planning now for next year, or should we push for this year?

Supervisor Johnston:

- Problem is county can't finance this so we're charging people to thank them.
- Call it a potluck event to reduce costs – can still be a gala event.

Supervisor Alpers:

- If we're going to celebrate this, it should be something they come to and it should be dressy.

Supervisor Stump:

- Doesn't think it needs to be formal; these are informal folks.
- He's more in favor of spring and fall events due to iffy weather.
- Sees why a central location is preferred, but feels the periphery

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of the county would be excluded.

Supervisor Fesko:

- Agrees with Supervisor Stump.

Marshall Rudolph:

- He doesn't see a legal reason why funds can't be spent on this type of thing; whether it's a good use of funds or not is a separate issue.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

There was nothing to report of closed session.

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. 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 - Conference with Legal Counsel

Departments: Board of Supervisors

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC v. Mono County et al.

C. Closed Session - County Counsel Performance Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel.

D. Closed Session - Public Employment, Public Works Director

Departments: Human Resources/CAO

(Bill Van Lente) - PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Works Director.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

13. REGULAR AGENDA - AFTERNOON

Note

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A. U.S. Fish and Wildlife Service Sage-Grouse Listing Workshop

Departments: Community Development

NOTE: THIS ITEM ADJOURNED ACROSS THE STREET TO
MEMORIAL HALL IN BRIDGEPORT.

(Steve Abele and Ted Koch, US Fish and Wildlife Service) -
Presentation and workshop by Ted Koch, State Supervisor, and Steve
Abele, Wildlife Biologist, U.S. Fish and Wildlife Service, regarding
proposed designation of critical habitat in Mono County and listing of
the Bi-State Distinct Population Segment of the Greater Sage-Grouse
as a threatened species under the Endangered Species Act.

Action: None.

Chairman Hunt:

- Thanked Don Nunn of Public Works for setting up the Memorial Hall; he did a great job.
- Thanked U.S. Fish & Wildlife for making it here in spite of weather.
- There won't be a resolution today; just wanted to open up discussions.

Scott Burns:

- Introduced item.
- If extension not granted, comment period will close December 27th. Additional time is definitely needed.

Ted Koch, State Supervisor:

- Introduced staff that came with him today.
- Gave overview of what Fish and Wildlife do.
- Basic concept of the Endangered Species Act: conserve ecosystems upon which species depend.
- Why are there concerns when a species is suggested to be listed? Sometimes sacrifices are necessary, can create controversy.
- The type of information being offered by Mr. Paulus is extremely helpful.
- They'd love to have more time for comment and more dialogue like the one happening today.
- Decision as to whether to extend comment period or not will need to be made soon. He doesn't have an exact answer. However, if comment period extended, he does ask Board not to wait until last couple days to make comments.
- Agrees with Supervisor Fesko's comments.
- Critical Habitat discussion.
- Urbanization, infrastructure doesn't have to be on a large scale to make an impact.
- Fire – there's such a thing as too much or too little.
- How much is enough? Very difficult to answer, they don't have a number.
- Sage Grouse were meant to be eaten initially; part of the ecosystem.
- He's optimistic that there are common interests here; he understands that naming species critical habitat can be threatening.
- How do they account for evolution? They don't think evolutionary processes are functioning within timeframe they're working in.
- Trusting the Government? Are we the Government? Do we trust ourselves? Idea of trusting government is an oxymoron. Not his goal to persuade, it's his goal to inform. As a reminder, he's not here making promises.
- High chance of this species being listed. Once it gets to the proposal phase, it's usually listed.
- For the community: grazing (proper vs. improper), doesn't see private land

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thing becoming an issue but could happen.

- He's aware of concerns and wants to be able to come to some sort of understanding.
- Timing and process is court driven; the outcome is not.
- The DWP is pursuing a Section 10 which would leave them off list.
- The private lands are essential to the critical habitat list.
- Steve's his only guy; dialogue is so important.

Supervisor Fesko:

- Went to map to make comments.
- North County, Bridgeport for example IS critical habitat. Maps need to be much finer than they are.
- In Walker, he has never seen a Sage Grouse yet it's listed as critical habitat.
- He feels it's their duty to come up with official critical habitat.
- The 6% of private land should be released from list.
- Fish and Wildlife haven't made a huge effort in communication.

Supervisor Johnston:

- Spoke about Dr. Paulus and why they hired him, etc. It's important that they realize who he is, why he spoke today.
- Discussion about potential threats; feels there are generally some inconsistencies.
- Seems like there is not a good basis to say this is an endangered species.
- What is the target number of birds? What's starting point?
- There are things provided to us that don't make sense.
- 82% of private land in Mono County is critical habitat on map.
- The legal challenge seemed to present more facts, yes or no?
- How will this factor into future Mono County projects? Digital 395?
- Exempting Dept. of Water and Power from critical habitat, is that true?
- Thanked them for coming; asked again for the 90-day extension period.

Supervisor Hunt:

- Asked about predation?

Supervisor Stump:

- A lot of this sounds like supposition; that's the point of Dr. Paulus and his research and for the 90-day extension request.
- For him, he supports conservation of sage grouse; there's enough predation from other sources. But, Ted hasn't convinced him why they need this additional layer of protection. If it's really needed, the 90-day extension period needs to be honored.
- Spoke about being sued; doesn't think that the lawsuit in and of itself gives permission to deviate from sound science in making decisions.
- Thanked all Supervisors for their input.

Supervisor Alpers;

- Sometimes obvious is not important but the obscure is (just so we're all on the same page), looking at the maps and all comments, in relative terms the threat of the listing is worse to citizens in the county than the threats are to the sage grouse.
- If you leave today without a doubt of granting an extension, why were we here?
- Understaffing of the Fish & Wildlife is not this Board's problem.

THE FOLLOWING INDIVIDUALS MADE COMMENTS:

- **Jim Paulus (Biologist)**
- **Tim Hansen (former Board member, Lee Vining resident)**
- **Fred Fulstone (Bighorn sheep, rancher)**
- **Benny Romero (Bridgeport Rancher)**

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- **Floyd Rathbun (Consultant, Fallon, NV)**
- **Drew Foster (Friends of the Inyo)**
- **Steve Noble (Bridgeport resident)**
- **Jan Huggans (Bridgeport resident)**

ADJOURN 4:10 p.m.

ATTEST:

BYNG HUNT
CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD

Note

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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Board Minutes	

AGENDA DESCRIPTION:

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

Approve minutes of the Regular Meeting held on December 10, 2013.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall
PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[12-10-13 Draft](#)

History

Time	Who	Approval
12/11/2013 9:34 AM	County Administrative Office	Yes
12/11/2013 1:33 PM	County Counsel	Yes
12/11/2013 9:44 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
December 10, 2013**

Flash Drive	#1002
Minute Orders	M13-253 to M13-256
Resolutions	R13-107 to R13-108
Ordinance	Ord13-05 – NOT USED

9:01 AM Meeting Called to Order by Chairman Hunt.

*Supervisors present: Alpers, Fesko, Hunt, Johnston and Stump.
Supervisors absent: None.*

Pledge of Allegiance led by Supervisor Fesko.

*Closed Session/Lunch: 11:38 a.m.
Reconvene: 2:12 p.m.
Adjourn: 2:53 p.m.*

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

2. APPROVAL OF MINUTES - NONE

3. PRESENTATIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- This Friday will be a grand day for June Lake, publicity for opening of June statewide. June Mountain is the only program offering free skiing for 12 and under; he's been asked by media to talk about this. Proceeds from opening day will go towards funding the miscellaneous events planned for the June Lake community. All going to come together

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this coming weekend.

- He will not be at next week's board meeting; will be experiencing silicone reduction in his eyeball.

Supervisor Fesko:

- After last meeting; headed to Sacramento and attended RCRC meeting – He'll give a better update after January meeting.
- Attended Antelope Valley RPAC.
- Attended LTC yesterday.
- Courthouse decorations look great: recognized Claude Fiddler, Ed Nolan, Don Nunn, Joe Swager, John Hauter, Tony Iniguez, and Joe Blanchard.
- Cross training in facilities division: a great thing; keep going with it.
- Christmas Tree Lane (Memorial Lane) next door to Ruby Inn in Bridgeport – he suggested people visit it.
- Two places in Antelope Valley that have great Christmas lights: Bob Musil's house and a new residence, Holden.
- Health clinic in Walker to open up; award with grant monies. To be fully staffed by March. Providing medical, dental and family service to everyone.
- Attended Owens Valley Housing Authority Christmas dinner last Saturday.

Supervisor Hunt:

- Attended Sierra Nevada Conservancy meeting in Jackson, CA – appointed Vice Chair for next year.
- 12/7 – Attended Mammoth Lakes Foundation celebration, held at Sierra Center Mall.
- Yesterday – skied Mammoth Mountain, snow is great.

Supervisor Johnston:

- LTC meeting yesterday; public comment- person from Lee Vining area asking to have future board item regarding having access into various locations open as long as possible. Adopted financial element to plan and the plan itself; sent a letter regarding Sage Grouse requesting extension as well; ESTA in full operation in Town. Mentioned several counties that may be considering joining the YARTS system.

Supervisor Stump:

- LTC; adoption of financial element which continues Mono County's involvement.
- Attended Long Valley RPAC Meeting – policies coming along.
- Recognized: Deputy John Estridge; PSO/Dispatcher Nicole Hallum – missing person incident in Benton; concluded with the person found and safe.
- Last week – Christmas gift discussion: he is going to opt out this year. He'd be interested next year in a one gift, maximum \$25, draw numbers, also feels that gift should be produced locally.

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

Jim Leddy:

- Met with Mono County Energy Efficiency Task Force; thanked all involved. Board request to be addressed in January.
- Attended Unified Command meeting in Mammoth on Friday as well as quarterly PIO meeting; discussion about training exercise recently conducted. Thanked Jenn Hansen. Next meeting in March.
- Attended Mammoth Lakes Foundation celebration with Supervisor Hunt.
- Special guest – his wife here as member of the public. She heads home today; she'll be back for Christmas holidays.
- Sunday afternoon email – Inyo CAO; redesigning workshop on 12/18 and 1/23; will meet

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with various departments; see how money might be saved; services might be combined?
Will report back to the Board.

6. DEPARTMENT/COMMISSION REPORTS

Scott Burns:

- Sage Groups update; sent letter to Mammoth Times to clarify issues. Wendy in conference yesterday in Reno – she spoke to Ted Koche, still no word on extension. Item on agenda for next week – have board direct staff to prepare another letter. Will ask for another public hearing.
- Supervisor Stump: if no extension, item needs to include all resources needed from the Board.

District Attorney Kendall:

- Update on employees/new hires: He's been able to fill the contract Investigator position – hired Paul Robles. Filled vacant prosecutor position at lower level – Kevin Christensen. Finally will be fully staffed, just not at the experience level he had hoped.

Steve Marti (Fisheries Commission):

- Update on Delivery Ditch (the diversion at Virginia Creek to Virginia Creek Road) – work to be completed.
- Eastern Sierra Land Trust overview of easement – saw no problems with that at all.
- Vision Plan – questions brought up.
- Marshall Rudolph: We cannot get into deep discussion about this; it will be on a future board agenda for discussion. Will occur in January.

Joe Blanchard:

- There have been freezing issues throughout the county; frozen water in the courthouse. Everything is being taken care of. Lower bathrooms are not working right now.

Stacey Simon:

- Recent occurrences regarding Walker River Irrigation District Petitions – filed last spring; Board sent a letter in April asking for information; she feels their response isn't satisfactory; Board needs to send up a follow up letter. She'll be back in front of the board soon. She has copies of response that she will email to Board members.

Sheriff Obenberger:

- Saturday, participating in Shop with a Cop – students are identified that need sponsorship, law enforcement has breakfast for kids and families; then go to Kmart to purchase gifts for families.

Drafted letter to Board regarding last week's discussion on the Saturation Patrol during the Burning Man weekend. Read letter in response to this discussion:

- Supervisor Fesko: when he said a discussion was needed, it was because the saturation patrol wasn't ON the agenda. He comes to the defense of the Sheriff's Department more than they know. He will work on communication with the Sheriff's Department.
- Supervisor Johnston: wasn't questioning techniques, he stated he doesn't like being stopped at sobriety checkpoints, a lot of people don't. That's his opinion. Asked Sheriff not to take offense. Sheriff has a lot of good things going on in his department.
- Marshall Rudolph: doesn't think Board is confused but just in case – the Sheriff is correct: it is his call how to run his department, not the Board's call. On the other hand, the Board has a right to discuss and have an opinion on law enforcement issues.
- Supervisor Hunt: Should clarify when they are offering opinions vs. dictating.

7. 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. Appointment of Mono Basin Regional Planning Advisory Committee Member

Departments: CDD

Appointment of Mono Basin Regional Planning Advisory Committee (RPAC) Member, replacing resigned member Steve Connett.

Note

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M13-253 Action: Appoint one new member, Duncan King, to the Mono Basin Regional Advisory Planning Committee, as recommended by Supervisor Alpers.

Johnston moved; Stump seconded

Vote: 5 yes; 0 no

B. Approval of Contract for David Anderson's Promotion to ADA
Departments: District Attorney

Proposed resolution approving a contract with David Anderson as Assistant District Attorney, and prescribing the compensation, appointment and conditions of said employment.

R13-107 Action: Approve Resolution #R13-107, approving a contract with David Anderson as Assistant District Attorney, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Johnston moved; Stump seconded

Vote: 5 yes; 0 no

C. Approve Letter to the California Highway Patrol Requesting Offices Remain in Bridgeport

Departments: Community Development

The Bridgeport Regional Planning Advisory Committee (RPAC) passed a Resolution at its Nov. 21, 2013 meeting requesting the California Highway Patrol retain its offices within the Bridgeport community, as search parameters for the new office have included external areas. The RPAC is requesting the Board of Supervisors send the attached letter and RPAC Resolution to the State Commissioner. This item is being brought to the Board at the request of Supervisor Fesko.

M13-254 Action: Authorize the Board Chair to sign and send the attached letter and RPAC Resolution to the State CHP Commissioner.

Fesko moved; Stump seconded

Vote: 5 yes; 0 no

Pulled by Supervisor Fesko:

- Brief discussion about the importance of CHP here in Bridgeport.
- Looking at other locations for the CHP office; nothing concrete.
- There is an economic benefit to having them here.

Supervisor Stump:

- Important to send a letter to Sacramento; decision will come out of there.
- Discussed CHP pulling out of Digital 395.

Supervisor Johnston:

- Does it help having office local so that they can easily testify in court?

District Attorney Kendall:

- A lot of locations being looked at; South County would not be a great location because it's so close to Bishop.
- Trying to keep it more North.

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- Bridgeport office is a priority of needing to be updated, possibly relocated.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

All items listed are located in the Office of the Clerk of the Board, and are available for review.

9. REGULAR AGENDA - MORNING

A. County Service Area Annual Report

Departments: Public Works

(Jeff Walters) - There are four County Service Areas (CSA's) in Mono County. The Countywide CSA covers the entire county; CSA 1 covers the Crowley Lake, Tom's Place, and Sunny Slopes areas; CSA 2 covers the Benton, Chalfant and Hammil areas; and CSA 5 covers the Bridgeport and Twin Lakes areas. Funds derived from tax revenues allow these CSA's to propose projects to the Board of Supervisors for final approval.

Action: None.

Jeff Walters:

- Update on CSA's throughout the county.
- #1 Crowley/Sunny Slopes/Tom's Place – ball field concession facility, community programs/classes, Crowley Lake Library, providing TV station to local residents, Crowley Lake Park improvements, Crowley Lake Skate Park.
- #2 Benton/Hammil/Chalfant – Provide 3 TV station service to Tri-Valley residents.
- #3 Bridgeport/Twin Lakes – Community garden, Memorial Hall remodel (beginning), Digital 395 last-mile provider assistance, sound system for Bridgeport Chamber of Commerce, provide TV transmission to local residents, other small project.

Supervisor Stump:

- Pointed out how CSA #2 is funded – they don't get much money other than via the television stations.
- These CSA's are able to reap the benefits of property taxes; might be hard for other communities.
- CSA #2 isn't interested in doing anything other than what they're doing.
- Not the Board's job to micromanage the CSA projects but the projects need to be fiscally sustainable.

Supervisor Fesko:

- Went over some of CSA #5's accomplishments.
- There is a lot of money going toward the Memorial Hall remodel. Looking to get internet into Twin Lakes.
- Hats off to them and how far their dollars are stretching.
- He agrees that these communities are doing great things; makes him feel bad that Walker isn't supporting itself in the same way.

Supervisor Johnston:

- Question about RimRock Ranch; are we going to continue monitoring wells?
- These CSA's have morphed into much more than television things. Seems like an opportunity for other communities to participate in something similar. Not sure how that would occur.

Note

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

Garrett Higerd:

- Gave an explanation about RimRock Ranch.

Steve Noble:

- He's with CSA#5 – Once funds depleted, although their balance is great right now, it won't always be that way.
- They are doing projects that will last and have an impact on our community for a long time (Memorial Hall). Looking at doing some work at the cemeteries, veteran's memorial, etc.

Marshall Rudolph:

- The Board has total control over the CSA's. The Board is more advisory in nature at this point.
- At the end of the day, the Board can make decisions.

B. 2014 Mono County Legislative Platform

Departments: CAO

(Jim Leddy) - Presentation and discussion regarding draft 2014 Mono County Legislative Platform.

Action: Review and adopt the 2014 Mono County Legislative Platform.

Jim Leddy:

- This is the first time to his knowledge that the county has looked into adopting a Legislative Platform.
- Brief discussion about the "why". For staff to be empowered and citizens to understand what the Board is fighting for, it's good to have a playbook that allows staff to be proactive rather than reactive.
- A lot of counties have gone in this direction. The platform is not set in stone.

Power point (to be uploaded to web and kept with file folder for today's meeting):

- Platform Development Process.
- Platform Elements.
 - General Guidelines.
 - State Priorities.
 - Federal Priorities.
- Requested Actions.

Additional Comments:

- Thanked Sarah Messerlian for her assistance with this project.
- Discussion about the Bodie Road – gave alternate wording for this section.
- Mono will put itself on the map with these kinds of decisions with a lot of Supervisor representation at all the annual meetings, etc.
- He'll appropriate changes and put onto agenda in January.

Supervisor Hunt:

- This is a real opportunity to be proactive; it's exciting.
- Agrees we need to advertise what a unique place this is.
- This is something to be reviewed/revised periodically.
- Thanked Jim for his efforts.

Supervisor Fesko:

- Agrees this is the way we need to go; from recent meetings, he's learned that Mono County needs to grow up and have a legislative voice.
- This is a great start. Gave suggestions for revisions.

Supervisor Stump:

Note

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

- Mentioned agenda building – need flexibility to get things onto agendas quickly.
- Gave suggestions for revisions.

Supervisor Johnston:

- The idea for this platform has evolved out of work done with ESCOG. They are moving toward this as well.
- This is a great start. He gave suggestions of revisions.
- Energy source discussion.
- Public Access/Public Land discussion.

Supervisor Alpers:

- Discussion regarding the opening of passes, dates, etc.
- This is a great document; our county is quite possibly one of the most important recreation destinations; he feels we should build up the introduction with additional statistics.
- The package we could put together is so overwhelming, we need to do that.

Scott Burns

- CEQA discussion.

(complete discussion available on audio if desired)

C. General Plan Amendment 13-004

Departments: Community Development

(Courtney Weiche) - Public hearing to amend the General Plan Land Use Designation Map to establish a Transient Rental Overlay District to allow for nightly rentals at four parcels on Boulder Drive in June lake (APNs 015-14--035, -034, -033, and -032) and approval of associated Addendum to General Plan EIR.

M13-255 Action: (1) Approve Addendum #13-04 to the Mono County General Plan EIR; and (2) adopt proposed resolution #R13-108, approving a Transient Rental Overlay District for four parcels on Boulder Drive in June lake (APNs 015-14-035, -034, -033, and -032).

Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

Courtney Weiche:

- Gave introduction of item.
- Gave staff recommendations.
- Parking to be maintained on property that is to be included/rented.

Supervisor Alpers:

- Asked about parking.

Supervisor Fesko:

- A number of these have come up; is there a way to bunch these up so there are less items?

Supervisor Johnston:

- Still an experimental program; appears to be working.
- Someday, this shouldn't be a GPA, it should be at the permit level.

Scott Burns:

- Explained how these items come before the board, the number they can bring forth, etc.

Note

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

Public Hearing Open: 11:36 a.m.
Public Hearing Closed: 11:36 a.m.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

11. CLOSED SESSION
There was nothing to report out of closed session.

A. Closed Session - Conference With Legal Counsel

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: Claim For Damages presented on October 30, 2013, by Harold Mark Huddleston.

B. Closed Session - Conference with Legal Counsel

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: two.

C. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. 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.

D. Closed Session - Conference with Legal Counsel

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.

E. Closed Session - County Counsel Performance Evaluation

PUBLIC EMPLOYMENT. Government Code section 54957. Title: county counsel.

F. Closed Session - Conference with Legal Counsel

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case:

Note

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

Inland Aquaculture Group, LLC v. Mono County et al.

REGULAR AFTERNOON SESSION COMMENCES AT 2:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD
No one spoke.

13. REGULAR AGENDA - AFTERNOON

A. Claim For Damages

Departments: County Counsel

(John-Carl Vallejo) - Claim for damages presented by Mark Huddleston.

M13-256 Action: Take no action regarding Claim For Damages (Claim No. CL 13-07) presented by Mark Huddleston and direct County Counsel to return claim to claimant because it was not presented within the time required by law.

Johnston moved; Stump seconded

Vote: 5 yes; 0 no

John Vallejo:

- Explained item.
- Recommended claim to be returned to claimant.

B. Mono County Strategic Planning Process

Departments: County Administrator

(Jim Leddy) - Presentation by Jim Leddy, County Administrative Officer, regarding advancing the Mono County Strategic Planning effort.

Action: None.

Jim Leddy:

- Introduced item.

Mono County Strategic Planning (power point):

- Long term planning has been absent.
- Mono County Strategic Planning Elements.
 - Vision
 - Mission
 - Values
 - Results
- Mono County Strategic Plan Development.
 - Schedule and Engagement of Constituencies
 - All Employee Sessions
 - Board Sessions
 - Public and virtual town halls/align with budget
 - Host series of Public meetings to receive feedback
- Integration/Commitment
 - Ensure integration of existing identified projects and long term issues
 - Ongoing commitment to review and update of Mono County Strategic Plan
- Establishing Outcomes, Demonstrating Results and Tools.

Note

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

- Possible outcomes, measurements
- Constituent/customer survey
- Employee annual survey
- Aligning Budget to Strategic Plan
 - Bringing all agenda items under one of the Strategic Goal Areas
 - Tracking investments in each Strategic Goal Area
 - Budget and Department efforts part of a designated Strategic Goal Area
- Bringing it all together.
 - Sonoma County example
 - A two page document: this is what we're doing and why.
- Requested Actions.
 - Review and Amend Strategic Planning Process
 - Direct Staff to Initiate Planning Process

Additional Comments:

- Possibly looking at the idea of the least resistive and regulatory environment for permits. Need to make it as easy as possible for a family to build a home in Mono County.

Supervisor Hunt:

- Thinks we're on the right track.
- If we put our minds to it, we can do amazing things.
- There are limited opportunities at the county level for strategic planning.
- It will be better for citizens here to know we have a strategic plan in place.
- Would be nice to have this underway by budget time.

Supervisor Alpers:

- All the issues discussed are fantastic.
- In his district, he's going to take on a June Lake General Plan update.
- He would like to work with Jim on this update.
- He has a lot of expectations for this strategic planning.
- If we don't take advantage of this, it might not come around again.

Supervisor Stump:

- Talked about grading permits; something that would be good for the public.
- Idea of moving forward and integrating so much of what we already do – we asked Fish and Wildlife last week to not trample over what we do.

Supervisor Fesko:

- Anxious to get this going; hard to believe it's been 11 months.
- Long term liabilities need to be kept up front.
- There are some costs associated with this.

Supervisor Johnston:

- Public doesn't really think government is all that good; Mono County has a unique opportunity.
- Vision should be: great government, good place to work, good county to live in; need to be responsive, get things done quickly.
- If we start this large level vision, a lot of things will lead from that.
- Interaction with the town is really going to be essential.
- Excited about this process.

ADJOURN 2:53 p.m.

Note

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

ATTEST:

BYNG HUNT
CHAIR

SHANNON KENDALL
SR. DEPUTY CLERK OF THE BOARD



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	County Medical Services Program Resolution	

AGENDA DESCRIPTION:

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

Proposed resolution #R13-____, ratifying Resolution 2013-1 of the County Medical Services Program Governing Board and the provisions set forth in Welfare and Institutions Code Section 17600.50(a).

RECOMMENDED ACTION:

Adopt proposed resolution #R13-____, ratifying Resolution 2013-1 of the County Medical Services Program Governing Board and the provisions set forth in Welfare and Institutions Code Section 17600.50(a). Provide any desired direction to staff.

FISCAL IMPACT:

No County General Fund impact.

CONTACT NAME: Lynda Salcido, Public Health Director

PHONE/EMAIL: 760-924-1842 / lsalcido@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Lynda Salcido, Public Health Director

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[CMSP Staff](#)

[CMSP Resolution](#)

History

Time	Who	Approval
12/9/2013 8:40 AM	County Administrative Office	Yes
12/11/2013 4:39 PM	County Counsel	Yes
12/5/2013 12:21 PM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



DATE: November 19, 2013
TO: Honorable Board of Supervisors
FROM: Lynda Salcido, Public Health/EMS Director
SUBJECT: County Resolution Ratifying Acceptance of Health Realignment Funding Shift

RRECOMMENDED ACTION: That the Board Approve the Proposed Resolution No. R13___ratifying Resolution 2013-1 of the County Medical Services Program Governing Board and the provisions set forth in Welfare and Institutions Code Section 17600.50(a).

DISCUSSION: As a part of the FY 2013-14 State Budget, changes were enacted that reduce Health Realignment funding provided to counties and the County Medical Services Program (CMSP) Governing Board for the delivery of health care services through CMSP. The changes pertaining to CMSP counties and the Governing Board were a part of a set of changes that redirected Health Realignment funding from all counties to the State beginning in January 2014.

The new law calls for action by the CMSP Governing Board to adopt a resolution confirming acceptance of the approach set forth in Welfare and Institutions Code Section 17600.50(a) that requires a redirection of 60% of the Health Realignment revenues that would otherwise be provided to CMSP counties and the Governing Board to a new State Account, the Family Support Services Subaccount. Importantly, the new law limits the amount of Health Realignment funds that will be redirected from each CMSP county in any year to the amount each county would otherwise pay to the CMSP Governing Board to participate in CMSP.

On September 26, 2013, the CMSP Governing Board adopted a resolution accepting and approving of the provisions set forth in the new law (see attached). The Governing Board requests that all counties that participated in CMSP in FY 2011-12 adopt resolutions ratifying this Resolution of the Governing Board and the provisions set forth in Section 17600.50(a) and provide a copy of the county's resolution to the Governing Board.

COUNTY of MONO

HEALTH DEPARTMENT

P.O. BOX 3329

MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830

Fax (760) 924-1831

Environmental Health (760) 924-1800

Fax (760) 924 1801



Counties are asked to adopt resolutions and provide a copy of the resolution to the CMSP Governing Board no later than January 22, 2014.

FISCAL IMPACT: The redirection of Health Realignment funds from CMSP counties will come from the following sources:

- The \$89 million in county Health Realignment funds that currently is directed to the CMSP will now be redirected to the state.
- The balance of the obligation from CMSP counties will come from the base and growth funds that currently go directly to CMSP.
- Mono County's total contribution will be \$369,309, which is the amount previously withheld each year from Health Realignment.

Most importantly, the new law limits the amount of Health Realignment funds that will be redirected from each CMSP county in any year to the amount each county would otherwise have paid to the CMSP Governing Board to participate in CMSP.

If you have any further questions, please contact Lynda Salcido at 760-924-1842.



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RESOLUTION NO. R13-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS RATIFYING RESOLUTION
2013-1 OF THE COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD AND THE PROVISIONS
SET FORTH IN WELFARE AND INSTITUTIONS
CODE SECTION 17600.50(a)**

WHEREAS, the County participates in the County Medical Services Program (CMSP) which provides health care coverage to low-income, indigent adults in 35 rural and semi-rural counties; and

WHEREAS, Welfare and Institutions Code Section 17600.50(a) was enacted as part of the Realignment Trailer Bills to the FY 2013-14 State Budget which will reduce overall funding for CMSP beginning January 2014 resulting from the loss of State Health Realignment funding (composed of State Sales Tax and Vehicle License Fee revenues) for CMSP; and

WHEREAS, Section 17600.50(a) effectively protects County Health Realignment funding for local purposes and limits each CMSP County's Health Realignment contribution to the State to the amount the County would otherwise pay to participate in CMSP, and provides funding to CMSP to assist in providing services for the remaining uninsured; and

WHEREAS, the County Medical Services Program Governing Board (Governing Board) adopted a resolution confirming acceptance for the approach set forth in Section 17600.50(a) in determining payments to the Family Support Services Subaccount, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (the CMSP Resolution); and

WHEREAS, the County believes it is in the best interest of the County, CMSP and the other counties participating in CMSP to confirm acceptance for the approach set forth in Section 17600.50(a) in determining payments to the Family Support Services Subaccount, and ratify the actions taken by the Governing Board in the CMSP Resolution;

NOW, THEREFORE, the Board of Supervisors of Mono County resolves as follows:

1. Approves of the approach set forth in Section 17600.50(a) in determining payments to the Family Support Services Subaccount;
2. Approves and ratifies the actions of the Governing Board in the CMSP Resolution; and

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3. Authorizes the Public Health Director of Mono County to provide a copy of this Resolution to the Governing Board and the Director of the California Department of Finance.

PASSED, APPROVED and *ADOPTED* this ____ day of _____, 2013, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Byng Hunt, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

LYNDA ROBERTS, Clerk

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	HIV/AIDS Surveillance Contract Agreement #13-20142	

AGENDA DESCRIPTION:

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

Proposed contract with the Office of AIDS pertaining to HIV/AIDS Surveillance Agreement Number 13-20142.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the Chairman's signature on the contract documents for the 3-year period of July 1, 2013-June 30, 2016. Additionally, provide authorization for the Public Health Director to sign amendments that may occur during the 3-year contract period.

FISCAL IMPACT:

There is no fiscal impact on the County general fund. This contract will provide the Health Department with \$9,000 for the provision of HIV/AIDS Surveillance.

CONTACT NAME: Sandra Pearce

PHONE/EMAIL: 760.924.1818 / spearce@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Sandra Pearce
Lynda Salcido
Pat McGee

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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- [Staff Report](#)
- [HIV/AIDS Surveillance Contract](#)

History

Time	Who	Approval
12/9/2013 8:49 AM	County Administrative Office	Yes
12/10/2013 10:40 AM	County Counsel	Yes
12/5/2013 1:55 PM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



DATE: November 6, 2013
TO: Honorable Board of Supervisors
FROM: Sandra Pearce, HIV/AIDS Surveillance Coordinator
SUBJECT: **HIV/AIDS Surveillance Contract
July 1, 2013-June 30, 2016**

Recommendation: That the Board of Supervisors approve and authorize the Chair's signature on the following documents for the 3-year contract period of July 1, 2013-June 30, 2016 for the HIV/AIDS Surveillance Program.

- 4 copies of the Standard Agreement Form 213A
- 1 copy of the CCC-307 Contractor Certification
- 1 copy of the Darfur Contracting Act Certification
- 1 copy of the Payee Data Record
- 1 copy of the Certification Regarding Lobbying

Additionally, to provide authorization for the Public Health Director to sign contract amendments that may occur during the 3-year contract period.

Discussion: For more than a decade, the Health Department has contracted with the California Department of Public Health, Office of AIDS (OA) for the provision of the HIV/AIDS Surveillance Program. The goals of this program are to establish and enhance active and passive HIV/AIDS case surveillance in health and social service settings, including laboratories and confidential test sites; improve the timeliness, accuracy, and reliability of the local HIV/AIDS case data; investigate reported HIV/AIDS cases in order to establish an accurate mode of HIV transmission; and assist with investigations of public health importance.

Fiscal Impact/Budget Projections: This agreement will provide \$9,000 to the Health Department for the provision of HIV/AIDS Surveillance from July 1, 2013-June 30, 2016.

For questions regarding this item, please call Sandra Pearce at (760) 924-1818.

Submitted by: Sandra Pearce, HIV/AIDS Surveillance Coordinator
Reviewed by: Lynda Salcido, Public Health Director

REGISTRATION NUMBER	AGREEMENT NUMBER 13-20142
---------------------	------------------------------



- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME California Department of Public Health	(Also referred to as CDPH or the State)
CONTRACTOR'S NAME County of Mono	(Also referred to as Contractor)
- The term of this Agreement is: July 1, 2013 through June 30, 2016
- The maximum amount of this Agreement is: \$ 9,000
Nine Thousand Dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	5 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – HIPAA Business Associate Exhibit	11 pages
Exhibit I – Contractor Equipment Purchased with CDPH Funds	2 Pages
Exhibit J – Inventory/Disposition of CDPH-Funded Equipment	2 Pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mono		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 3329 Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per: OOA Budget Act

Exhibit A
Scope of Work

A. ACTIVE SURVEILLANCE ACTIVITIES – CORE*

Goal: Establish and enhance active and passive HIV/AIDS case surveillance in health and social service settings, including laboratories and confidential test sites. Improve the timeliness, accuracy, and reliability of the local HIV/AIDS case data. Investigate reported HIV/AIDS cases in order to establish an accurate mode of HIV transmission, and in conjunction with California Department of Public Health (CDPH), Office of AIDS (OA) staff, conduct investigations of cases of public health importance.

Objective 1

Program activities include regular surveillance visits to previously classified reporting facilities and to identify new reporting sources.

Objective 2

Evaluate HIV/AIDS name-based case reporting protocols in the facilities identified in Objective 1 above. Establish reporting protocols and revise as needed.

Objective 3

Identify, incorporate, and educate all laboratories of their reporting responsibilities, as specified in the Surveillance Handbook, LHJ Reporting Lab Test Results, at: <http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx>. Laboratories are required to report confirmed HIV/AIDS test results to the submitting health care provider and to the local health jurisdiction (LHJ) using the requirements as stated in § 2643.10 HIV Reporting by Laboratories, “The report shall consist of a completed copy of the HIV/AIDS Case Report form”.

Objective 4

Assess and use secondary data sources to improve the accuracy of HIV/AIDS case reporting as appropriate, including: vital statistics, tuberculosis registries, sexually transmitted diseases (STD), and community based organizations.

Objective 5

Evaluate and monitor that the laboratories who process HIV/AIDS laboratory tests are submitting all the tests to their office as required by law.

B. HIV/AIDS CASE SURVEILLANCE OPERATIONS – CORE*

Goal: To improve the timeliness, accuracy and reliability of the local HIV/AIDS case data.

Objective 1

Match, or have matched via CalREDIE, HIV positive test results from laboratories to case reports received from health care providers. Ensure that there is no duplication of reports electronically or by checking local county surveillance records and contacting CDPH OA Surveillance Section for case checks.

*Core is an activity required by all counties.

Exhibit A

Scope of Work

Objective 2

Any laboratory update to a case that doesn't result in the client transitioning from HIV to AIDS should be recorded in the Lab Data Entry Tool (LDET) and transmitted to OA on a monthly basis at minimum. All other updates to a case (laboratory tests that cause a case to transition from HIV to AIDS, address changes, status change, diagnosis status, etc.) should immediately be recorded on the Adult HIV/AIDS Case Report Form (ACRF) and forwarded to CDPH, OA per the established CDC Security and Confidentiality Guidelines or via eHARS or via CalREDIE as appropriate.

Objective 3

LHJs with an active CDPH OA Data Use Agreement (DUA) should use this data to execute analysis for Community Viral Load, Geocoding, Linkage to Care, Retention in Care and Quality Assurance. DUAs are active for a twelve month period, so timely renewal is important to avoid a lapse in receiving quarterly data.

Objective 4

The LHJ Surveillance Coordinator and appropriate LHJ staff should attend the monthly CDPH OA Surveillance conference calls in order to ensure clear communication and dissemination of information.

Objective 5

The LHJ Surveillance Coordinator, and identified surveillance/LHJ staff at the discretion of each LHJ, should attend the CDPH OA Surveillance Section Regional Conference in their area in order to ensure clear communication and dissemination of information. Attendance by all LHJ Surveillance Coordinators is mandatory.

C. EPIDEMIOLOGIC HIV/AIDS CASE INVESTIGATIONS – CORE*

Goal: To investigate reported HIV/AIDS cases in order to identify the mode of HIV transmission and, in conjunction with OA staff, to conduct investigations of Cases of Public Health Importance (COPHI).

Objective 1

Investigate all Priority No Reported Risk (NRR) HIV/AIDS cases (i.e., children, healthcare workers, organ transplants/artificial insemination), within two months of reporting using the most recent Centers for Disease Control and Prevention (CDC) no reported risk (NRR) investigation protocols. Investigate all cases of public health importance (COPHI) NRR HIV/AIDS cases (i.e., HIV2, tattoos, bites) within two months of reporting using the most recent CDC NRR investigation protocols. Investigate all other NRR cases within six months of diagnosis.

In conjunction with OA staff, investigate COPHI including, but not limited to: health care worker(s) whose only reported exposure is job related; blood transfusion; organ transplant; artificial insemination; or unique cases such as tattoos. See Surveillance

*Core is an activity required by all counties.

Exhibit A
Scope of Work

Handbook, XIV. COPHI Cases Overview
at <http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx>.

Objective 2

Educate healthcare providers about the need to obtain and report risk information from their HIV diagnosed patients.

Objective 3

Participate in Medical Monitoring Project (MMP) and HIV Incidence Surveillance (HIS) data gathering requirements.

D. PROCEDURES FOR ENSURING CONFIDENTIALITY OF ALL INFORMATION - CORE*

Goal: To protect the rights of individuals infected with HIV/AIDS by assuring that identifying information is safeguarded both in original case reports and in disseminated data.

Objective 1

Develop and maintain a secure registry. All physical locations containing HIV/AIDS surveillance data in electronic or paper format, as well as workstations for surveillance personnel, must be enclosed inside a locked, secured area with access limited to authorized personnel in accordance with CDC program requirements. See Surveillance Handbook, V. Security and Confidentiality
at <http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx>

Paper copies of surveillance information containing identifying information must be stored inside a locked file cabinet located inside a locked room. Shredding of confidential HIV/AIDS-related information should be performed by authorized surveillance personnel (LHJ employees who have signed the Individual Security and Confidentiality Agreement form) using a commercial quality shredder with cross-cutting capability before disposal. Shredding should be used to destroy paper records containing confidential HIV/AIDS-related information. These records include, but are not limited to:

- a. Line listings identifying individuals as having HIV or AIDS
- b. Medical record review notes
- c. Laboratory reports of HIV infection or CD4+ counts
- d. Computer data runs and analyses
- e. Program specific internal reports
- f. Other working papers

Objective 2

Submit all case report forms, HIV/AIDS related material, and/or encrypted electronic data in double envelopes and the outer envelope (e.g., sender or recipient address or label) must have no reference to HIV/AIDS or include any terms easily associated with HIV/AIDS. The inner envelope must be marked 'Confidential', sealed, and

*Core is an activity required by all counties.

Exhibit A

Scope of Work

addressed to their assigned Surveillance Coordinator at OA and should also identify the agency that originated the package mailing. All mail must be sent by traceable courier services only (i.e., United Parcel Service, Federal Express [FedEx] or U.S. Post Office). The overnight mailing address is Steven Starr, California Department of Public Health, Surveillance Section, MS 7700, 1616 Capitol Avenue, Suite 74.616, Sacramento, CA, 95814. Only LHJ personnel who have signed the OA Individual Confidentiality Agreement are permitted to handle confidential mail.

Also, California Health and Safety Code 121022, Section (b)(1) states the following: "Health care providers and local health officers shall submit cases of HIV infection pursuant to subdivision (a) by courier service, United States Postal Service express mail or registered mail, other traceable mail, person-to-person transfer, facsimile, or electronically by a secure and confidential electronic reporting system established by the department." OA has implemented a Secure File Transfer Protocol (SFTP) site for the transmission of HIV surveillance information and LHJs may submit their data with OA via this method as appropriate; please see the SFTP SOP for details. The OA Surveillance Section will also start releasing CalREDIE for HIV/AIDS reporting in 2013. OA and the CDC strongly suggest that HIV related information is never transmitted via fax due to the lack of confidentiality.

Objective 3

HIV/AIDS case information is transferred from the LHJ to the OA Surveillance Section via paper reports and, for San Francisco and Los Angeles, via direct input into eHARS. LHJs do not report HIV/AIDS cases directly to CDC. When receiving or initiating phone conversations to complete or un-duplicate HIV/AIDS case reports, verify that the caller is authorized to exchange confidential HIV/AIDS case information. All telephone conversations must be conducted using phones that are connected to land-lines. Cell phones and wireless communication (except for headsets with land phones) are not permitted.

Objective 4

Laptop computers and other portable electronic devices are vulnerable to theft. These devices warrant the most stringent security protocols. Employing strict security measures ensures that the confidentiality of patients is protected in the event that a device is lost or stolen. OA does not provide laptop computers or funding for portable electronic devices.

Objective 5

According to California law, only authorized personnel who have signed an Individual Confidentiality Agreement are permitted to handle confidential public health records. Individual Confidentiality Agreements must be signed at time of employment and annually thereafter after reviewing the OA provided Security and Confidentiality training. Individuals are not authorized to access confidential surveillance information until their signed Individual Confidentiality Agreements have been reviewed and signed by the supervisor of these individuals, and those agreements have been received by OA.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

E. ANALYSIS, DISSEMINATION, AND USES OF SURVEILLANCE DATA

Goal: In collaboration with OA, plan, conduct, and disseminate studies of HIV/AIDS morbidity and mortality. All studies should adhere to confidentiality guidelines. See Surveillance Handbook at VI. National HIV/AIDS Program Standards: <http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx>).

Objective 1

Assess ability to analyze HIV/AIDS surveillance data, disseminate the results, and use the information to detect local patterns and trends of the disease.

Objective 2

Prepare epidemiological summaries synthesizing HIV/AIDS case data for populations of local interest.

Objective 3

Disseminate HIV/AIDS surveillance information through: responses to data requests; direct contact with HIV/AIDS name based case reporting sources; presentations at conferences and meetings; publications, scientific journals, newsletters and bulletins of community and medical organizations.

Objective 4

Encourage the appropriate use of HIV/AIDS name based surveillance information for funding decisions, establishing public health priorities and making policy decisions. As part of the process, incorporate program awareness and knowledge to medical policy makers, health care providers, persons at risk for HIV infection, and the general population. Conduct further epidemiological investigations as needed and evaluate findings.

F. EVALUATION OF HIV/AIDS SURVEILLANCE SYSTEM

Goal: Monitor the timeliness and completeness of HIV/AIDS name based case reporting and direct HIV/AIDS case finding activities to ensure optimal use of surveillance resources.

Objective 1

Conduct validation studies of providers who treat HIV infected individuals to monitor HIV/AIDS name based case reporting and continue to encourage major providers to regularly monitor their records in the same way.

Objective 2

Develop, implement, and evaluate the effectiveness of surveillance activities and use evaluation outcomes to allocate appropriate resources.

*Core is an activity required by all counties.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the attached budget.
- B. Invoices must include the Agreement Number and Program Name and must be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than thirty (30) calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk
California Department of Public Health
Office of AIDS
MS 7700
1616 Capitol Avenue, Suite 616
P.O. Box 997426
Sacramento, CA 95899-7426

- C. Invoices shall:
 - 1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Identify contract agreement number.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this 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.

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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to 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.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) \$3,000 for the budget period of 07/01/13 through 06/30/14.
- 2) \$3,000 for the budget period of 07/01/14 through 06/30/15.
- 3) \$3,000 for the budget period of 07/01/15 through 06/30/16.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) 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 F)**".

6. Allowable Line Item Shifts

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

Exhibit B
Budget Detail and Payment Provisions

7. 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. 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.

8. Recovery of Overpayments

- A. 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) 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.
- 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 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, 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.

Exhibit B - Attachment I
HIV Surveillance Program
Budget (Year 1)
July 1, 2013 to June 30, 2014

A. PERSONNEL	\$2,402
B. OPERATING EXPENSES	\$358
C. CAPITAL EXPENDITURES	\$0
D. OTHER COSTS	\$0
E. INDIRECT COSTS (Up to 15% of Personnel)	\$240
TOTALS	\$3,000

Exhibit B - Attachment II
HIV Surveillance Program
Budget (Year 2)
July 1, 2014 to June 30, 2015

A. PERSONNEL	\$2,402
B. OPERATING EXPENSES	\$358
C. CAPITAL EXPENDITURES	\$0
D. OTHER COSTS	\$0
E. INDIRECT COSTS (Up to 15% of Personnel)	\$240
TOTALS	\$3,000

Exhibit B - Attachment III
HIV Surveillance Program
Budget (Year 3)
July 1, 2015 to June 30, 2016

A. PERSONNEL	\$2,402
B. OPERATING EXPENSES	\$358
C. CAPITAL EXPENDITURES	\$0
D. OTHER COSTS	\$0
E. INDIRECT COSTS (Up to 15% of Personnel)	\$240
TOTALS	\$3,000

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage 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 the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

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.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, 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

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3. Procurement Rules	19. Debarment and Suspension Certification
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6. Income Restrictions	22. Payment Withholds
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15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	32. Additional Restrictions

1. Federal Equal Opportunity Requirements

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

- 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.
- 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.

2. Travel and Per Diem Reimbursement

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

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

3. 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 and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment 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 h of Provision 3. Paragraph b of Provision 3 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, 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 of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. 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 or federal funds.)

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

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

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

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

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

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

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and

shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds 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 and/or Subcontractor 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 with agreement funds 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 and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds 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 with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor'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 and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior

written notice to the State (California Department of Public Health (CDPH)).

- [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 and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The 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 and/or Subcontractor 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.

5. 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 costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
- (2) The State may identify the information needed to fulfill this requirement.
- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
- (a) A local governmental entity or the federal government,
- (b) A State college or university from any State,
- (c) A Joint Powers Authority,
- (d) An auxiliary organization of a California State University or a California community college,
- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Entities of any type that will provide subvention aid or direct services to the public,
- (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
- (i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by 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.
 - 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."
 - i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. 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.

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. 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 and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor 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 and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, 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 OMB Circular A-133.

8. 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 work.

9. Federal Contract Funds

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

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

- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. 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 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., 2007, 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 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 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 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. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

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

12. 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 or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the

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. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall 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 Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. 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.

15. 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 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 Program 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 Program 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.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The 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 by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 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 OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The 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 an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 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".

17. Human Subjects Use Requirements

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

By signing this Agreement, 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.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

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

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this 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
 - (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 Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the 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.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be

permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. 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.

25. Four-Digit Date Compliance

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

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

26. Prohibited Use of State Funds for Software

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

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.

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

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). 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.
- (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.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

29. Union Organizing

(Applicable only to grant agreements.)

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

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. 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.
 - (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 Provision f (3)(a) 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).

(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.

31. 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
 - (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.

32. **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.”

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

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

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Name of Contractor	Printed Name of Person Signing for Contractor
<hr/>	<hr/>
Contract / Grant Number	Signature of Person Signing for Contractor
<hr/>	<hr/>
Date	Title

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

California Department of Public Health
Office of AIDS, MS 7700
1616 Capitol Avenue, MS 7700
Sacramento, CA 95814

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

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

- HIV Surveillance Program Budget Detail

2. Cancellation / Termination

This agreement may be cancelled by CDPH or Contractor **without cause** upon 30 calendar days advance written notice to the other party.

- 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.
- The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- 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.
- 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.
- 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.

3. Avoidance of Conflicts of Interest by Contractor

- CDPH 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, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- 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 contract.

Exhibit E
Additional Provisions

- 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 CDPH 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 CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability

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

B. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:

- 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and
- 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.

C. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.

D. CDPH will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

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** 13-20142 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): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 1/1/13)

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

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

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

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

- If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **56.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

Exhibit H
HIPAA Business Associate Exhibit

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations:”).
- B. The California Department of Public Health (“CDPH”) wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.
- C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, 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.
- E. As set forth in this Agreement Contractor is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.
- G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.
- H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

Exhibit H
HIPAA Business Associate Exhibit

II. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:
- 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that 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.
 - 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH 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 CDPH.

III. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **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 CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. 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 which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.
- C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PHI. These steps shall include, at a minimum:
- 1) complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
 - 2) 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-

Exhibit H
HIPAA Business Associate Exhibit

Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

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 CDPH PHI from breaches and security incidents.

- 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 Exhibit.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Exhibit into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDPH and Individuals.** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health care component health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) 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 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
- 1) **Discovery of Breach.** To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized

Exhibit H
HIPAA Business Associate Exhibit

use or disclosure of PHI in violation of this Agreement and this Exhibit, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within 72 hours of the discovery**, to notify the CDPH Program Contract Manager(s), the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
- i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - iv. A description of the probable causes of the improper use or disclosure; and
 - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 3) **Written Report.** To provide a written report of the investigation to the CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **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 giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Exhibit H
 HIPAA Business Associate Exhibit

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (916) 440-7671	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

IV. Obligations of CDPH

CDPH agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that CDPH HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).
- 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.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 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 CDPH.

Exhibit H
HIPAA Business Associate Exhibit

V. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Privacy Officer or the CDPH Chief Information Security Officer in writing. The fact that CDPH 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 Exhibit, nor does CDPH's:

- A. Failure to detect or
- B. 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 CDPH's enforcement rights under this Agreement and this Exhibit.

VI. Termination

- A. **Termination for Cause.** Upon CDPH's knowledge of a material breach of this Exhibit by Business Associate, CDPH 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 CDPH;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH 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.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, 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.** CDPH makes no warranty or representation that compliance by Business Associate with this Exhibit, 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

Exhibit H
HIPAA Business Associate Exhibit

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 Exhibit 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 HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH 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 Exhibit when requested by CDPH pursuant to this Section or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that CDPH 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 CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, 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.
- D. **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 Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Exhibit 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 VII.C of this Exhibit 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.

Exhibit H
HIPAA Business Associate Exhibit

Attachment 1
Business Associate Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PHI 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 PHI. The statement must be renewed annually. The Business Associate 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 Business Associate's workforce may access CDPH PHI, Business Associate 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 Business Associate 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 PHI 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 PHI 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 PHI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). 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 PHI must install and actively use 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 PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation

Exhibit H
HIPAA Business Associate Exhibit

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 PHI. Username must be promptly disabled, deleted, or the password 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 PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PHI must display a warning banner 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 PHI, or which alters CDPH PHI. 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 CDPH PHI 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 PHI outside the 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 PHI can be encrypted. This requirement pertains to any type of CDPH PHI in motion such as website access, file transfer, and E-Mail.

Exhibit H
HIPAA Business Associate Exhibit

F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. **System Security Review.** All systems processing and/or storing CDPH PHI 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 PHI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing CDPH PHI 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.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI 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.

Data Backup Plan. Business Associate must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI. 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 PHI 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 PHI 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 PHI 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 PHI is contained shall be escorted and CDPH Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** CDPH PHI 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.

Exhibit H
HIPAA Business Associate Exhibit

- D. **Removal of Data.** CDPH PHI must not be removed from the premises of the Business Associate except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PHI 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 PHI shall only be mailed using secure methods. Large volume mailings of CDPH Protected Health Information 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 CSSI.

Exhibit I _____

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: _____

Date Current Contract Expires: _____

Previous Contract Number (if applicable): _____

CDPH Program Name: _____

Contractor's Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

Contractor's Complete Address: _____

CDPH Program Contract Manager's Telephone Number: _____

Contractor's Contact Person: _____

Date of this Report: _____

Contact's Telephone Number: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM USE ONLY
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INSTRUCTIONS FOR CDPH 1203 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

A. Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.

B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 341-6168.

7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: _____

Date Current Contract Expires: _____

Previous Contract Number (if applicable): _____

CDPH Program Name: _____

Contractor's Name: _____

CDPH Program Contract Manager: _____

Contractor's Complete Address: _____

CDPH Program Address: _____

Contractor's Contact Person: _____

CDPH Program Contract Manager's Telephone Number: _____

Contact's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL—PROGRAM USE ONLY
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INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.3.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;
 - A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)
 - B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.
2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)
3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1. _____ We do not currently have, or we have not had within the previous
 Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 5/06)_CDPH

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.</p>																																																																																			
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td colspan="2">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td colspan="2">BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td colspan="2">CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS		MAILING ADDRESS	BUSINESS ADDRESS		CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE																																																																									
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3	<p>PAYEE ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p>	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td></tr> </table> - <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td></tr> </table></p> <p><input type="checkbox"/> PARTNERSHIP CORPORATION:</p> <p style="padding-left: 100px;"><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p style="padding-left: 100px;"><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p style="padding-left: 100px;"><input type="checkbox"/> EXEMPT (nonprofit)</p> <p style="padding-left: 100px;"><input type="checkbox"/> ALL OTHERS</p> <hr/> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td></tr> </table> - <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td><td style="width:15px; height:15px;"></td></tr> </table></p> <p style="text-align:center; font-size:small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>																																																																																		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
4	<p>PAYEE RESIDENCY TYPE</p>	<p><input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="padding-left: 40px;"><input type="checkbox"/> No services performed in California.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>																																																																																		
5	<p style="text-align:center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td colspan="2">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> <td>TELEPHONE ()</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE		SIGNATURE	DATE	TELEPHONE ()																																																																											
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6	<p>Please return completed form to:</p> <p>Department/Office: <u>California Department of Public Health</u></p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/ZIP: _____</p> <p>Telephone: () _____ FAX: () _____</p> <p>E-Mail Address: _____</p>																																																																																			

PAYEE DATA RECORD

STD. 204 (Rev. 5/06)_CDPH (Page 2)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov					
For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov					
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>						
<p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>							



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	HIV Care Program Contract Agreement #13-20060	

AGENDA DESCRIPTION:

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

Proposed contract with the Office of AIDS pertaining to HIV Care Program Contract Agreement Number 13-20060.

RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize the Chairman's signature on the contract documents for the 9-month contract period of July 1, 2013-March 31, 2014.

FISCAL IMPACT:

There is no fiscal impact on the County general fund. This contract will provide the Health Department with \$31,500 for the provision of the Care Program.

CONTACT NAME: Sandra Pearce

PHONE/EMAIL: 760.924.1818 / spearce@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Sandra Pearce
Lynda Salcido
Pat McGee

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

- [Staff Report](#)
- [HIV Care Program Contract](#)

History

Time	Who	Approval
12/9/2013 8:48 AM	County Administrative Office	Yes
12/10/2013 10:41 AM	County Counsel	Yes
12/5/2013 1:57 PM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



DATE: November 6, 2013
TO: Honorable Board of Supervisors
FROM: Sandra Pearce, HIV Care Program Coordinator
SUBJECT: **HIV-AIDS Care Program Contract
July 1, 2013-March 31, 2014**

Recommendation: That the Board of Supervisors approve and authorize the Chair's signature on the following documents for the 9-month contract period of July 1, 2013-March 31, 2014 for the HIV-AIDS Care Program.

- 4 copies of the Standard Agreement Form 213A
- 1 copy of the CCC-307 Contractor Certification
- 1 copy of the Darfur Contracting Act Certification
- 1 copy of the Payee Data Record
- 1 copy of the Certification Regarding Lobbying

Discussion: For more than a decade, the Health Department has contracted with the California Department of Public Health, Office of AIDS (OA) for the provision of the Care Program. The goal of this program is to improve the quality and availability of care for low-income, uninsured, and underinsured individuals and families affected by HIV disease. Care services also help eligible individuals maintain their health and reduce the risk of treatment failure and/or HIV transmission.

Fiscal Impact/Budget Projections: This agreement will provide \$31,500 to the Health Department for the provision of the Care Program from July 1, 2013-March 31, 2014.

For questions regarding this item, please call Sandra Pearce at (760) 924-1818.

Submitted by: Sandra Pearce, HIV Care Program Coordinator
Reviewed by: Lynda Salcido, Public Health Director

REGISTRATION NUMBER	AGREEMENT NUMBER 13-20060
---------------------	------------------------------



- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME California Department of Public Health	(Also referred to as CDPH or the State)
CONTRACTOR'S NAME County of Mono	(Also referred to as Contractor)
- The term of this Agreement is: July 1, 2013 through March 31, 2014
- The maximum amount of this Agreement is: \$ 31,500
Thirty one thousand, five hundred dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	20 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – HIPAA Business Associate Exhibit	11 pages
Exhibit I – Contractor Equipment Purchased with CDPH Funds	2 Pages
Exhibit J – Inventory/Disposition of CDPH-Funded Equipment	2 Pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Mono		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS County of Mono P.O. Box 476, Bridgeport, CA 93517		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per: OOA Budget Act

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

I. Introduction

1. Mission Statement

The goals of the California Department of Public Health, Office of AIDS (CDPH/OA) are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV infection who access appropriate care, treatment, support, and prevention services, and (3) reduce HIV/AIDS-related health disparities. The services required by the HIV Care Program (HCP) and Minority AIDS Initiative (MAI) Scope of Work (SOW) are consistent with, and are designed to support, these goals.

2. Service Overview

CDPH/OA utilizes federal Health Resources Services Administration (HRSA) funds to provide support for HIV/AIDS services in local areas. Federal HRSA funds include Part B and Minority AIDS Initiative funding. HIV care services are funded using a Single Allocation Model to consolidate HRSA program funds into a single Cooperative Agreement in each local health jurisdiction or service area.

Through this agreement, the Contractor agrees to administer (A) **HCP** and, if applicable, (B) **MAI Outreach and Treatment Education Services**.

- A. The Contractor agrees to administer HCP and to ensure the provision of the HIV care services as described in this SOW. The Contractor may provide direct client services exclusively or subcontract all or part of the client services. The Contractor ensures that, if all or parts of the client services are subcontracted to other client service providers, all services provided by the subcontracted agency will be in accordance with HCP.
- B. If funded, the Contractor agrees to administer the MAI outreach and treatment education services focused on providing access to, and engagement in, medical care for HIV-positive persons of color, including access to AIDS Drug Assistance Program (ADAP), Medi-Cal, or other appropriate program

II. HIV Care Program

1. HCP Services

The HIV medical and support care services must be provided under specific HRSA-defined service categories. For a listing of HRSA service category definitions, and the specific services included in each category, please refer to the HRSA website at www.hab.hrsa.gov. Additional information can be found in the *HCP and Budget Guidelines*.

CDPH/OA will not require local utilization of HRSA's "75 percent (Core services) / 25 percent (Support services)" requirement for prioritization of services.

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

HCP is a two-tiered approach to service prioritization and delivery and utilizes the HRSA-defined service categories, both the Core and Support service categories.

HCP prioritizes service provisions as follows:

Tier One: *Outpatient/Ambulatory Medical Care*, as defined by HRSA. Services include, but are not limited to, primary medical care, laboratory testing, medical history taking, health screening, and prescribing and managing medications. Contractors must ensure that Tier One medical services are provided for all population groups in their geographic region via all HIV/AIDS or other funding sources before allocating HCP funds to Tier Two services.

Tier Two: HRSA-defined Core and Support service categories that (1) assist with access to Tier One care, (2) support maintenance in Tier One care, and (3) reduce the risk of treatment failure and/or HIV transmission. HCP funds may be allocated for any Tier Two service only after Contractors have ensured and documented that Tier One services are adequately provided in their geographic region via all HIV/AIDS or other funding sources.

The following HRSA service categories are included in Tier Two of HCP:

- ▶ *Mental Health Services*
- ▶ *Medical Case Management Svcs*
(includes Treatment Adherence)
- ▶ *Case Management (Non-Medical)*
- ▶ *Oral Health Care*
- ▶ *AIDS Pharmaceutical Assistance*
- ▶ *Substance Abuse Services -*
Outpatient and Residential
- ▶ *Health Education/Risk Reduction*
- ▶ *Home Health Care*
- ▶ *Hospice Services*
- ▶ *Outreach Services*
- ▶ *Emergency Financial Assistance*
- ▶ *Food Bank/Home-Delivered*
Meals
- ▶ *Housing Services*
- ▶ *Legal Services*
- ▶ *Treatment Adherence Counseling*
- ▶ *Health Insurance Premium and*
Cost Sharing Assistance
- ▶ *Home- and Community-Based*
Health Services
- ▶ *Linguistic Services*
- ▶ *Medical Transportation Services*
- ▶ *Psychosocial Support Services*
- ▶ *Medical Nutrition Therapy*
- ▶ *Early Intervention Services*
- ▶ *Referral for Health*
Care/Supportive Services
- ▶ *Rehabilitation Services*
- ▶ *Respite Care*
- ▶ *Child Care Services*

A. The Contractor shall:

1. Provide comprehensive, ongoing medical services to individuals with HIV/AIDS. Services must be based on HRSA Core Services which include the HRSA service category, *Outpatient/Ambulatory Medical Care* or, if these services are not funded by HCP under Tier One, the Contractor must demonstrate and document the availability of primary medical care for HIV-infected persons within each population group in the service area.

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

2. Provide Tier Two services as necessary, and as funds permit, to ensure access to care, maintenance in care, and reduce the risk of treatment failure or HIV transmission.
3. Develop and implement a comprehensive system of care and support services that actively engages individuals who know their HIV status but are not accessing services, that reaches out to people who are HIV positive but unaware of their HIV status, and that is coordinated and integrated with other service delivery systems as appropriate.
4. Advisory and/or focus groups will meet at least **annually** to provide input to the Contractor on issues such as needs assessment, service delivery plans, and comprehensive planning. The Contractor shall maintain minutes and/or documentation of the advisory or focus group meetings.

The advisory and/or focus group, should be made up of representatives from state, federal, and local programs that provide health services and education and prevention services; non-profit and for-profit community-based agencies; staff from other key points of entry into medical care, who either provide services to individuals with HIV/AIDS, or who may have contact with HIV positive individuals who are not in care or not aware of their HIV status; individuals with HIV, and their advocates, etc. The advisory group provides information to the Contractor regarding health services delivery and the needs of individuals with HIV/AIDS living within the community.

5. Ensure the protection of the client's privacy and confidentiality at all times as required by California and federal laws (including, without limitation, Health and Safety Code sections 120980, 121022 and 121025). Contractor and its employees (and the employees of any subcontractor as well) who will have access to confidential public health information shall be required to sign confidentiality agreements each year prior to being given access to the confidential information, as required by Health and Safety Code section 121022(f) (See Exhibit __ attached to this contract). In addition, federal law requires that individuals have a right of access, to inspect, and obtain a copy of their Protected Health Information (PHI) in a designated record set, for as long as the health information is maintained by a CDPH health plan, CDPH providers, or business associates. There are limited exceptions to an individual's right of access PHI (45 C.F. R. s 164.524).
6. Ensure that any subcontracted agencies have the organizational and administrative capabilities to support the program services and activities. The Contractor is responsible for quality assurance and utilization review activities for subcontracted HIV care services.

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scope of Work

7. Ensure that any subcontracted agencies have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.
8. Develop and maintain working relationships, and coordinate an integrated system of service delivery, with entities who provide key points of entry into medical care, including but not limited to emergency rooms, substance abuse treatment programs, detoxification centers, adult and juvenile detention facilities, California Department of Corrections and Rehabilitation, Transitional Case Management Program (TCMP) for incarcerated populations, Sexually Transmitted Disease (STD) clinics, HIV counseling and testing sites, mental health programs, homeless shelters, health care points of entry specified by the State, federally qualified health centers, migrant health centers, community health centers, health services for the homeless, family planning grantees, comprehensive hemophilia diagnostic and treatment centers, and non-profit and for profit private entities that provide comprehensive primary care services to populations at risk for HIV. The coordinated, integrated system of care must be informed by HIV epidemiological data and other data sources and should include leveraged resources. The Contractor shall keep documentation of these working relationships.
9. Ensure case management services that link available community support services to appropriate specialized medical services shall be provided for individuals residing in rural areas as appropriate.
10. Ensure HIV care services will be provided in a setting that is accessible to low-income individuals with HIV disease. Facilities must also be accessible for hearing-, vision-, and mobility-impaired persons in accordance with the federal Americans with Disabilities Act (ADA).
11. Provide targeted prevention coordinated with all state and federal programs to low-income individuals with HIV disease and to inform such individuals of the services available under Ryan White Part B.
12. To the maximum extent practical, ensure that HIV-related health care and support services delivered pursuant to a program established with assistance provided under Ryan White Part B will be provided without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.
13. Ensure services provided to women, infants, children, and youth are tracked and reported (see Data Collection, Exhibit E, Section 1, Additional Incorporated Exhibits).

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14. Ensure that services provided under this contract are in accordance with the program policy guidance issued by Division of Service Systems (DSS), HIV/AIDS Bureau (HAB) (see www.hab.hrsa.gov), CDPH/OA's *HCP and Budget Guidelines*.
15. Ensure the Ryan White HIV/AIDS Program funds do not comprise the majority of any subcontracted agency's total budget. Ryan White HIV/AIDS Program funds are intended to provide additional funding to those areas negatively affected by HIV disease and cannot be used to supplant local HIV-related budgets.
16. Ensure clients are eligible for Ryan White services in accordance with the program policy guidance issued by DSS, HAB (see www.hab.hrsa.gov). Screening and reassessment of client eligibility must be completed and documented every 6 months to determine continued eligibility for Ryan White services.

Ensure that eligibility policies do not deem a Veteran living with HIV ineligible for Ryan White services due to eligibility for Department of Veterans Affairs (VA) health care benefits. Ensure policies and procedures classifying veterans receiving VA health benefits as uninsured, thus exempting these Veterans from the "Payer of Last Resort" requirement per Veterans Policy 07-07, Policy 04-01, and Parham Letter 08/04 (see www.hab.hrsa.gov).
17. Ensure no more than ten percent (10%) of the allocation is used for non-direct service functions such as:
 - a. Routine contract administration and monitoring activities, including the preparation of applications for these funds, the receipt and disbursement of program funds, the development and establishment of reimbursement and accounting systems, the preparation of routine programmatic and financial reports, and compliance with contract conditions and audit requirements;
 - b. All activities associated with the Contractor's subcontract award procedures, including the development of request for proposals, contract proposal review activities, negotiation and awarding of subcontracts, grievance process, monitoring of subcontracts through telephone consultation or onsite visits, reporting on subcontracts and funding reallocation activities.
18. In addition, ensure that no more than ten percent (10%) of the allocation is used for all subcontracted agencies' non-direct service (administrative) functions without prior written consent from OA.

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19. Conduct assessment of HIV/AIDS service needs for the geographic service area at least once every three years. Review and update the assessment annually, if needed. Ensure that no more than five percent (5%) of the allocation is utilized to plan, conduct, and evaluate the needs assessment process. Needs assessment activities may not be billed to CDPH/OA more than once during a three year contract period.
20. Ensure that client service providers who provide Medi-Cal reimbursable services are certified as providers for purposes of Medi-Cal billing (see www.medi-cal.ca.gov) and have the ability to bill other third-party payers for covered services.
21. Ensure that funds are payer of last resort by ensuring client service providers bill all other third-party payers, including Medi-Cal, before invoicing HCP.
22. Funded service providers should integrate, and work collaboratively, with other such services and coordinate with other available programs (including Medicaid), to ensure continuity of care and prevention of services of individuals with HIV is enhanced.
23. Ensure documentation of written referral relationships with entities considered key points of access to healthcare systems for the purpose of facilitating early intervention services for individuals diagnosed as being HIV positive.
 - a. Work with consortia, service providers, and individuals with HIV/AIDS to identify key points of entry.
 - b. Monitor the use of referral and linkage agreements by funded service providers.
24. Ensure funds are not used on prohibited activities (see www.hrsa.hab.gov) and CDPH/OA's HCP and Budget Guidelines.
25. Prohibit employees from soliciting or receiving payment in kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items.
 - a. Documentation is required by the Compliance Plan or employee conduct standards that prohibit employees from receiving payments in kind or cash from suppliers and contractors of goods or services.

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26. Ensure funds are not utilized to make payments for any item or service to the extent payment has been made, or can reasonably be expected to be made, with respect to that item or service:
 - a. Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or
 - b. By an entity that provides health services on a prepaid basis.
27. Ensure funds are not used to:
 - a. Make cash payment to intended recipients of services;
 - b. Develop, promote, or advertise about HIV services that target the general public.
 - c. Generate broad scope awareness activities about HIV services that target the general public.
 - d. Pay costs associated with the creation, capitalization, or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium contributions to existing liability risk pools), or to pay any amount expended by a State under Title XIX of the Social Security Act.
 - e. Pay for any item or service that can reasonably be expected to be paid under any State Compensation Program, insurance policy, or any Federal or State Health Benefits Program (except for programs related to Indian Health Service);
 - f. Pay for any item or service that can be paid by an entity providing health services on a prepaid basis;
 - g. For the development of materials, designed to promote or encourage, directly or indirectly, intravenous drug use or sexual activity;
 - h. Purchase or improve (other than minor remodeling) any building or other facility; or
 - i. Pay for automobile parts, repairs, or maintenance, pet care or supplies, funeral expenses, etc. (see www.hab.hrsa.gov).
28. Ensure all approved subcontracted agency invoices are paid within 45 days of receipt.
29. Ensure no funds are carried over into subsequent contract years.

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30. Ensure compliance with the federal HRSA Ryan White Program, CDPH/OA's *HCP and Budget Guidelines*, CDPH/OA Policy Letters, Management Memoranda, AIDS Regional Information and Evaluation System (ARIES) Policy Notices, and other program guidelines issued by CDPH/OA.
31. Administer Ryan White Part B funds appropriately, maintain records and invoices using standard accounting practices, coordinate federal and state data reporting, and arrange for fiscal audits.
32. Annually evaluate the cost-effectiveness of the mechanisms used to deliver comprehensive care.
33. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the Contractor must clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
34. Ensure Management Memoranda responses are accurate, complete and received on or before the required response date.
35. Ensure compliance with the following requirements regarding imposition of charges for services, for those providers who charge for services:
 - a. In the case of individuals with an income less than or equal to one hundred percent (100%) of federal poverty guidelines (FPG) (see www.aspe.hhs.gov/poverty), the provider will not impose charges on any such individual for the provision of services under the contract;
 - b. In the case of individuals with an income greater than one hundred percent (100%) of the FPG, the provider:
 - i. Will impose charges on each such individual for the provision of such services and
 - ii. Will impose charges according to a schedule of charges that is made available to the public;

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- c. In the case of individuals with an income between the FPG in Columns A and B (see table below), the provider will not, for any calendar year, impose charges exceeding the percentage in Column C of the client's annual gross income:

Column A: Client's income is greater than	Column B: Client's income does not exceed	Column C: Charges are not to exceed
100% of FPG	200% of FPG	5% of the client's annual gross income
200% of FPG	300% of FPG	7% of the client's annual gross income
300% of FPG	--	10% of the client's annual gross income

36. Cooperate with any Federal investigation regarding the Ryan White program funds.
37. Participate in any state-mandated meetings, trainings, WebEx conferences, Webinars, teleconferences, and/or other conferences to be determined.
38. Take steps to ensure people with limited English proficiency can meaningfully access health and social services. For detailed information on the specific responsibilities of Contractors regarding linguistic competence, see the Office of Civil Rights (OCR) website at: <http://www.hhs.gov/ocr/civilrights/resources/specialtopics/lep/policyguidance/cedocument.html>
39. Ensure compliance contract Anti-Kickback Statute conditions (42 USC 1320a 7b(b)). Processes and standards must be in place to avoid fraud, waste, and abuse (mismanagement) of Ryan White funds.
40. Ensure Ryan White Part B funding is only used to supplement and not supplant existing federal, state, or local funding for HIV testing, Health Insurance Premiums and cost sharing.

B. Monitoring Activities

The Contractor shall:

1. Conduct site visits and document/monitor the activities of subcontracted agencies to ensure contractual compliance not less than once every year. For all deficiencies cited in the contractor's monitoring report, develop a corrective plan, submit to the State for approval, and implement the plan.

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2. Provide any necessary assistance to the State in carrying out State monitoring activities and inspection rights for both contractors and subcontracted agencies, as provided in this agreement.
3. Make available to authorized State and/or federal representatives all records, materials, data information, and appropriate staff required for monitoring or inspection activities.
4. For all deficiencies cited in the State's monitoring report, develop a corrective plan, submit to the State for approval, and implement the plan. Provide the corrective plan to the State within 30 days of receipt of the monitoring report.

C. Partner Services (PS)

The Contractor shall ensure that client service providers:

1. Inform clients of the availability of PS. Client service providers may either offer PS directly through their agency or by referral to their designated local health programs.
2. Maintain documentation when PS is offered and the outcome (i.e., the number of partners to be notified by the client and/or by the health jurisdiction). Client service providers using ARIES should document these encounters on the Basic Medical screen. Client service providers not using ARIES should document these encounters in the client medical records.

D. Reporting Requirements

HCP Contractors are required to submit quarterly financial and narrative reports to OA. Financial Reports are to be submitted with the monthly / quarterly invoices. The HCP Quarterly Narrative Reports are due to OA according to the following schedule:

Reporting Period	Due dates
July 1 – September 30	November 15
October 1 – December 31	February 15
January 1 – March 31	May 15
April 1 – June 30	August 15

1. The quarterly HCP Financial Report tracks expenditures for the Contractor and any subcontracted agency for the quarter reported. The quarterly Financial Reports shall include the administrative costs of the Contractor and each subcontracted agency, amount of funds obligated to each subcontracted agency, total expended quarterly by each

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subcontracted agency, percentage expended for the quarter, and total number of unduplicated clients for the quarter reported.

2. The quarterly HCP Narrative Report is an opportunity for the Contractor to describe their HCP programs, services provided, progress and accomplishments, and to identify any technical assistance needs. The quarterly Narrative Reports shall include, for the quarter reported only, descriptions of the programs, services funded with HCP funds, any general accomplishments within the programs, issues or concerns with the programs and services funded in your county, and any technical assistance and/or training needs of the contractor and/or subcontracted agency.

Contractors may access the HCP Financial and Narrative Report formats at: <http://www.cdph.ca.gov/programs/aids/Pages/OAContractFY112.aspx>

E. Data Collection

The Contractor shall ensure that client service providers:

1. Collect the HCP minimum data set. The HCP minimum dataset includes data elements required by (a) HRSA to complete the Ryan White Program Service Report (RSR), selected HAB Quality Management (QM) indicators, and the Women, Infants, Children, and Youth Report, and (b) CDPH/OA for its development of estimates and reports (i.e., estimate of unmet need for HIV medical care, statewide epidemiologic profile, Statewide Coordinated Statement of Need) and to conduct program activities.
2. Directly enter data into ARIES within two weeks from a client's date of service. Client service providers may import data into ARIES from other data collection systems only if they obtain prior written approval from CDPH/OA; said providers may not use CDPH/OA funds to develop or maintain their import systems.
3. Electronically submit the RSR through HAB's RSR Web Application System. The RSR is comprised of two reports: (1) the Provider Report and (2) the Client Report which contains an XML file with their client-level data. Client service providers must submit their completed RSR to the RSR Web Application System by February 15 each year. The RSR reporting period is January 1 through December 31 of the previous year. Client service providers must check the RSR Web Application System until notified that their RSR has been successfully submitted to HRSA. Client service providers may be contacted by CDPH/OA to resolve any data quality problems (e.g., missing data) with their RSRs.

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- 4 Comply with the policies and procedures outlined in ARIES Policy Notices issued by the CDPH/OA (see www.projectaries.org).

F. Client Service Provider/Subcontracted Agency Reporting Requirements

Comply with the State's timeline to submit to the State a list identifying the names and budget overview of all service provision and subcontracted agencies and total funds available to each Client Service Provider. OA's HIV Care Section will provide the required forms to complete the budget overview and all service provision information. These forms are located on the OA website. Please click on the link to access the current forms at <http://www.cdph.ca.gov/programs/aids/Pages/OAContractFY1112.aspx>

G. Quality Management Program

The Contractor shall:

1. Ensure all client service providers have a QM program in place. The QM program should fit within the framework of the client service providers' other programmatic quality assurance and quality improvement activities. Client service providers may use an existing QM program (e.g., Joint Commission on Accreditation of Healthcare Organizations, Medicaid) or develop their own program. Service providers may add additional program specific or other HAB indicators to their QM plan. The HAB QM Technical Assistance Manual can be accessed at <ftp://ftp.hrsa.gov/hab/QM2003.pdf>. HAB's performance measures Web page also contains a wealth of information, including more detailed descriptions of its performance measures and frequently asked questions (<http://hab.hrsa.gov/deliverhivaidscares/habperformmeasures.html>).
2. Incorporate selected indicators from Groups 1 and 2 of HAB's HIV/AIDS Core Clinical Performance Measures for Adults and Adolescents (also known as HAB QM indicators) into QM programs as CDPH/OA implements selected HAB QM indicators as part of its QM and monitoring program. Specific indicators will be identified and released by OA Management Memorandum. Contractors and subcontracted agencies can monitor their progress in meeting HAB QM indicators for Groups 1 and 2 by using the Compliance Reports in ARIES as appropriate.
3. Please refer to management memorandum 11-01 at <http://www.cdph.ca.gov/programs/aids/Pages/tOAHCPMAIsp.aspx> for more information.

H. Data Encryption

The Contractor shall adhere to the HIPAA Business Associate Exhibit (Exhibit H). In addition to the procedures set forth in the Information Privacy and Security

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Requirements exhibit, Contractors must ensure that all mobile devices are equipped with encryption software, even if the Contractor or their subcontracted agencies do not store confidential information on the mobile devices.

III. Minority AIDS Initiative (MAI)

1. MAI Services

Minority AIDS Initiative (MAI) services must be targeted to HIV infected persons of color and must be planned and delivered in coordination with local HIV prevention outreach services to avoid duplication of effort. The goal of MAI is to increase access to, and engagement in, HIV/AIDS medical care for HIV-positive persons of color. This is achieved by providing outreach and treatment education services to HIV-infected persons of color who have never been in care, or who have been lost to care. For additional MAI information, please refer to the *MAI Budget Guidance*.

In accordance with HRSA guidance, OA has defined two MAI service categories, (1) outreach and (2) treatment education. Outreach and treatment education are the only allowable service categories for MAI funding. These service categories are designed to meet the needs of persons of color in order to ensure that minority clients can access, engage in, and remain in care; receive help in adhering to treatment; and be provided with education and support that will enable them to become active participants in their own health care and improve their overall quality of life. MAI outreach and treatment education services are defined as follows:

Outreach – Those activities typically performed by an outreach worker that results in: (1) Identifying HIV-infected persons of color who know their status but have never been in care or who have been lost to HIV medical care; (2) Removing barriers that have prevented access to HIV medical care, and (3) Establishing engagement in HIV medical care. Outreach services should be conducted at times and in places where there is a high probability that persons of color with HIV infection will be reached.

MAI outreach services do not include routine HIV counseling and testing or HIV prevention education. These services may be provided on a case-by-case basis for a specific MAI client only when the service is necessary to remove a barrier to care for that client.

Treatment Education - The provision of health education, treatment adherence and risk reduction information to HIV-infected persons of color who know their HIV status but are not accessing medical care or to HIV-infected persons of color who are lost to care. Information includes educating clients living with HIV about how to communicate with medical providers, the importance of treatment adherence, how to manage medication side effects, how to understand their laboratory results, how to improve their health status, how to reduce HIV transmission, and identify medical and psychosocial support services and counseling that are available locally.

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For designated county local health jurisdictions receiving additional HRSA funding specifically for MAI outreach and treatment education services to communities of color, the following services and standards must be adhered to:

1. The Contractor may provide direct client MAI services exclusively OR may subcontract all or part of the MAI outreach services. The Contractor must ensure if all or part of the MAI client services are subcontracted to other service providers, all services provided by the subcontractor will be in accordance with the MAI funding and reporting requirements.
2. The Contractor may employ MAI outreach staff or support other activities to identify HIV-infected persons of color who are out-of-care or lost-to-care and gradually engage them in appropriate HIV care and treatment services. Target populations are those out-of-care, HIV-infected persons of color who have been unable or unwilling to access services for HIV, despite an awareness of their positive serostatus. As a member of the HIV care program team, the outreach staff person will take actions to reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in HIV care services. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:
 - a. It is strongly recommended that MAI outreach staff be culturally and linguistically competent "street-level" workers who reflect the communities they serve. Highly recommended is experience in two or three of the following areas: street-based outreach, HIV counseling and testing, health education or HIV case management.
 - b. MAI outreach staff are to take actions to reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in care and treatment services. This individual links and supports the client in accessing suitable HIV care and treatment services.
 - c. In lieu of outreach positions, MAI funds can also support outreach/treatment education activities or interventions for HIV-infected persons of color, as determined at the local level and approved by OA.
 - d. Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.
 - e. Be able to commit the MAI outreach worker to participate in ongoing staff trainings including but not limited to, attendance at various state-mandated meetings, trainings, Webex/teleconferences or conferences as required.

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A. The Contractor shall:

1. Provide services that identify and engage HIV-infected persons of color who know their HIV status but are not accessing medical care, to reach out to persons of color who are HIV-infected but unaware of their HIV status, and/or to locate and reestablish access for HIV-infected persons of color who have been lost to care.
2. Work with existing community resources and entities that serve as key points of entry into medical care, including but not limited to emergency rooms, substance abuse treatment programs, TCMP for those individuals released from state correctional institutions, detoxification centers, adult and juvenile detention facilities, STD clinics, HIV counseling and testing sites, mental health programs, homeless shelters, Federal Qualified Health Centers, etc. to coordinate and integrate HIV care service delivery.
3. Ensure MAI outreach and treatment education services are planned and delivered in coordination with local HIV prevention outreach programs and other HIV services providers to avoid duplication of effort.
4. Ensure services are responsive to the needs of the clients in the service area, are sensitive to linguistic, ethnic, and cultural differences of the population(s) being served, and that services are linguistically and culturally appropriate. Services may not be denied due to immigration status, place of residence within California, current or prior health condition, or inability to pay.
5. Ensure MAI planning efforts are coordinated with all other local funding streams for HIV/AIDS to ensure that Ryan White HIV/AIDS program funds are the payer of last resort, maximize education and outreach efforts to link individuals to ADAP and other appropriate program, and reduce any duplication.
6. Ensure client eligibility and service provision under this contract are in accordance with the CDPH/OA's *MAI Policy Guidance*.
7. Ensure MAI clients have access to, and are enrolled in, ADAP, Medi-Cal, or other appropriate program(s) providing HIV medications.
8. Ensure HIV care services will be provided in a setting that is accessible to low-income individuals with HIV disease.
9. Ensure the protection of the client's privacy and confidentiality at all times. In addition, federal law requires that individuals have a right of access, to inspect, and obtain a copy of their PHI in a designated record set, for as long as the health information is maintained by a CDPH health plan, CDPH providers, or business associates. There are limited exceptions to an individual's right of access PHI (45 C.F.R. s 164.524).

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10. Ensure any subcontractors have the organizational and administrative capabilities to support the program services and activities. The Contractor is responsible for quality assurance and utilization review activities for subcontracted MAI services.
11. Ensure any subcontractors have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.
12. Ensure no more than ten percent (10%) of the allocation is used for non-direct service functions such as:
 - a. Routine contract administration and monitoring activities, including the preparation of applications for these funds, the receipt and disbursement of program funds, the development and establishment of reimbursement and accounting systems, the preparation of routine programmatic and financial reports, and compliance with contract conditions and audit requirements;
 - b. All activities associated with the Contractor's subcontract award procedures, including the development of request for proposals, contract proposal review activities, negotiation and awarding of subcontracts, grievance process, monitoring of subcontracts through telephone consultation or onsite visits, reporting on subcontracts and funding reallocation activities.
13. In addition, ensure that no more than ten percent (10%) of the allocation is used for all subcontractors' non-direct service (administrative) functions.
14. Ensure that funds are not utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:
 - a. Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or
 - b. By an entity that provides health services on a prepaid basis.
15. Funded service providers should integrate, and work collaboratively, with other such services and coordinate with other available programs (including Medicaid), to ensure continuity of care and prevention of services of individuals with HIV is enhanced.
16. Ensure funds are not used on prohibited activities (see www.hab.hrsa.gov) and CDPH/OA's HCP and Budget Guidelines.

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17. Prohibit employees from soliciting or receiving payment in-kind or cash for the purchase, lease, ordering, or recommending the purchase, lease, or ordering, of any goods, facility services, or items.
 - a. Documentation is required by the Compliance Plan or employee conduct standards that prohibit employees from receiving payments in kind or cash from suppliers and contractors of goods or services.

18. Ensure funds are not used to:
 - a. Purchase or improve any building or other facility, with the exception of minor repairs or remodeling approved in writing by the State;
 - b. Pay for automobile parts, repairs, or maintenance, pet care or supplies, funeral expenses, etc. (see www.hab.hrsa.gov); or
 - c. Make cash payment to intended recipients of services.
 - d. Develop, promote, or advertise about HIV services that target the general public.
 - e. Generate broad scope awareness activities about HIV services that target the general public.
 - f. Pay costs associated with the creation, capitalization, or administration of a liability risk pool (other than those costs paid on behalf of individuals as part of premium contributions to existing liability risk pools), or to pay any amount expended by a State under Title XIX of the Social Security Act.
 - g. Pay for any item or service that can reasonably be expected to be paid under any State Compensation program, insurance policy, or any Federal or State Health Benefits Program (except for programs related to Indian Health Service);
 - h. Pay for any item or service that can be paid by an entity that provides health services on a prepaid basis;
 - i. For the development of materials, designed to promote or encourage, directly or indirectly, intravenous drug use or sexual activity;

19. Ensure all approved subcontractor invoices are paid by the Contractor within 45 days of receipt.

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20. Ensure funds are not carried over into subsequent contract years.
21. Ensure compliance with the federal HRSA Ryan White Program, CDPH/OA's *MAI Budget Guidance*, CDPH/OA Policy Letters, Management Memoranda, AIDS Regional Information and Evaluation System (ARIES) Policy Notices, and other program guidelines issued by CDPH/OA.
22. Cooperate with any Federal investigation regarding the Ryan White program funds.
23. Participate in any state-mandated meetings, trainings, WebEx conferences, teleconferences, and/or other conferences to be determined.
24. Administer MAI funds appropriately, maintain records and invoices using standard accounting practices, coordinate federal and state data reporting, and arrange for fiscal audits.
25. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the Contractor shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
26. Take steps to ensure that people with limited English proficiency can meaningfully access health and social services. For detailed information on the specific responsibilities of Contractors regarding linguistic competence, see the OCR website at: <http://www.hhs.gov/ocr/civilrights/resources/specialtopics/lep/policyguidancedocument.html>.
27. Ensure compliance contract Anti-Kickback Statute conditions (42 USC 1320a 7b(b)). Processes and standards must be in place to avoid fraud, waste, and abuse (mismanagement) of Ryan White funds.
28. Ensure Ryan White Part B MAI funding is only used to supplement and not supplant existing federal, state, or local funding for HIV testing, Health Insurance Premiums and cost sharing.

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B. Monitoring Activities

The Contractor shall:

1. Conduct site visits and document/monitor the activities of subcontracted agencies to ensure contractual compliance not less than once every year. For all deficiencies cited in the contractor's monitoring report, develop a corrective plan, submit it to the State for approval, and implement the plan.
2. Provide any necessary assistance to the State in carrying out State monitoring activities and inspection rights for both contractors and subcontracted agencies, as provided in this agreement.
3. Make available to authorized State and/or federal representatives all records, materials, data information, and appropriate staff required for monitoring or inspection activities.
4. For all deficiencies cited in the State's monitoring report, develop a corrective plan, submit it to the State for approval, and implement the plan. Provide the corrective plan to the State within 30 days of receipt of the monitoring report.

C. Reporting Requirements

Each MAI contractor is required to submit an MAI Quarterly Narrative Status Report. The MAI Quarterly Narrative Status reports are due to OA according to the following schedule:

REPORTING PERIODS	DUE DATES
July 1 – September 30, 2011	November 15
October 1 – December 31, 2011	February 15
January 1 – March 31, 2012	May 15
April 1 – June 30, 2012	August 15

The quarterly MAI Narrative Status Report is an opportunity for the Contractor to provide program accomplishments, successful outreach and/or treatment education strategies, challenges and lessons learned, problems or issues, and requests for training and technical assistance, in addition to reporting numbers of clients served and the types of services provided.

Contractors may access the Narrative Report format at: <http://www.cdph.ca.gov/programs/aids>. Each MAI contractor, on an annual or as needed basis, must comply with the State's timeline to submit to the State a list identifying the names and budget overview of all service providers and subcontracted agencies and total funds for service provision that are available to each. OA MAI will provide the required forms to complete the budget overview and all service provision information. These forms are located on the OA website.

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D. Data Collection

1. Until MAI reporting is incorporated into the State's ARIES data reporting system, Contractors receiving MAI funds for outreach and treatment education services must track and report activities manually. Both forms, *MAI Demographic Reporting Form* and *MAI Client Contact Reporting Form*, are to be submitted to OA on a monthly basis either via fax or email. These forms may be accessed via OA's website.
2. Ensure compliance with all CDPH/OA Policy Letters, Management Memoranda, ARIES Policy Notices, and other policies and procedures issued by CDPH/OA.

E. Data Encryption

The Contractor shall adhere to the HIPAA Business Associate Exhibit (Exhibit H). In addition to the procedures set forth in the Information Privacy and Security exhibit, Contractors must ensure that all mobile devices are equipped with encryption software, even if the Contractor or their subcontracted agencies do not store confidential information on the mobile devices.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the attached budget.
- B. Invoices must include the Agreement Number and Program Name and must be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than thirty (30) calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk
California Department of Public Health
Office of AIDS
MS 7700
1616 Capitol Avenue, Suite 616
P.O. Box 997426
Sacramento, CA 95899-7426

- C. Invoices shall:
 - 1) Submit on Contractor letterhead and signed by an authorized representative, certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Identify contract agreement number.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this 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.

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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to 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.

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

1) \$ 31,500 for the budget period of 07/01/13 through 03/31/14

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) 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 F)**".

6. Allowable Line Item Shifts

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

7. 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. 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.

Exhibit B
Budget Detail and Payment Provisions

- 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.

8. Recovery of Overpayments

- A. 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) 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.
- 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 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, 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.

Exhibit B - Attachment I
HIV Care Program
Budget (Year 1)
July 1, 2013 through March 31, 2014

	HCP Budget	MAI Budget	Total Budget
A. PERSONNEL	\$25,291	\$0	\$25,291
B. OPERATING EXPENSES	\$1,814	\$0	\$1,814
C. CAPITAL EXPENDITURES	\$0	\$0	\$0
D. OTHER COSTS	\$2,330	\$0	\$2,330
E. INDIRECT COSTS (Up to 15% of Personnel)	\$2,065	\$0	\$2,065
TOTAL BUDGET	\$31,500	\$0	\$31,500

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage 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 the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

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.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, 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

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3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
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6. Income Restrictions	22. Payment Withholds
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16. Financial and Compliance Audit Requirements	32. Additional Restrictions

1. Federal Equal Opportunity Requirements

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

- 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.
- 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.

2. Travel and Per Diem Reimbursement

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

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

3. 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 and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment 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 h of Provision 3. Paragraph b of Provision 3 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, 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 of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. 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 or federal funds.)

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

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

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

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

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

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

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and

shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds 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 and/or Subcontractor 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 with agreement funds 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 and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds 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 with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor'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 and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior

written notice to the State (California Department of Public Health (CDPH)).

- [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 and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The 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 and/or Subcontractor 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.

5. 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 costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
- (2) The State may identify the information needed to fulfill this requirement.
- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
- (a) A local governmental entity or the federal government,
- (b) A State college or university from any State,
- (c) A Joint Powers Authority,
- (d) An auxiliary organization of a California State University or a California community college,
- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Entities of any type that will provide subvention aid or direct services to the public,
- (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
- (i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by 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.
 - 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."
 - i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. 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.

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. 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 and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor 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 and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, 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 OMB Circular A-133.

8. 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 work.

9. Federal Contract Funds

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

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

- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. 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 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., 2007, 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 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 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 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. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

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

12. 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 or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the

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. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall 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 Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. 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.

15. 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 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 Program 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 Program 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.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The 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 by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 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 OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The 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 an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 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".

17. Human Subjects Use Requirements

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

By signing this Agreement, 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.

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

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

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this 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
 - (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 Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the 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.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be

permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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.

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. 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.

25. Four-Digit Date Compliance

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

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

26. Prohibited Use of State Funds for Software

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

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.

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

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). 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.
- (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.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

29. Union Organizing

(Applicable only to grant agreements.)

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

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. 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.
 - (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 Provision f (3)(a) 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).

(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.

31. 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
 - (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.

32. **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.”

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

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

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<hr/>	<hr/>
Name of Contractor	Printed Name of Person Signing for Contractor
<hr/>	<hr/>
Contract / Grant Number	Signature of Person Signing for Contractor
<hr/>	<hr/>
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.

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: 150px;">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 <i>(If individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i></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>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

- HIV Care Program Budget Detail – Year 1

2. Cancellation / Termination

This agreement may be cancelled by CDPH or Contractor **without cause** upon 30 calendar days advance written notice to the other party.

- 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.
- The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- 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.
- 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.
- 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.

3. Avoidance of Conflicts of Interest by Contractor

- CDPH 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, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- 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 contract.

Exhibit E
Additional Provisions

- 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 CDPH 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 CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability

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

B. The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:

- 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and
- 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.

C. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.

D. CDPH will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

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** 13-20060 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): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 1/1/13)

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

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

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

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

- If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **56.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

Exhibit H
HIPAA Business Associate Exhibit

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations:”).
- B. The California Department of Public Health (“CDPH”) wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.
- C. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, 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.
- E. As set forth in this Agreement Contractor is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.
- G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.
- H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

Exhibit H
HIPAA Business Associate Exhibit

II. Permitted Uses and Disclosures of PHI by Business Associate

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:
- 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that 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.
 - 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH 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 CDPH.

III. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **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 CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. 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 which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.
- C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PHI. These steps shall include, at a minimum:
- 1) complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
 - 2) 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-

Exhibit H
HIPAA Business Associate Exhibit

Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

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 CDPH PHI from breaches and security incidents.

- 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 Exhibit.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Exhibit into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDPH and Individuals.** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health care component health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) 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 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
- 1) **Discovery of Breach.** To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized

Exhibit H
HIPAA Business Associate Exhibit

use or disclosure of PHI in violation of this Agreement and this Exhibit, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within 72 hours of the discovery**, to notify the CDPH Program Contract Manager(s), the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
- i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - iv. A description of the probable causes of the improper use or disclosure; and
 - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 3) **Written Report.** To provide a written report of the investigation to the CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **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 giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Exhibit H
 HIPAA Business Associate Exhibit

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (916) 440-7671	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

IV. Obligations of CDPH

CDPH agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that CDPH HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).
- 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.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 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 CDPH.

Exhibit H
HIPAA Business Associate Exhibit

V. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Privacy Officer or the CDPH Chief Information Security Officer in writing. The fact that CDPH 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 Exhibit, nor does CDPH's:

- A. Failure to detect or
- B. 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 CDPH's enforcement rights under this Agreement and this Exhibit.

VI. Termination

- A. **Termination for Cause.** Upon CDPH's knowledge of a material breach of this Exhibit by Business Associate, CDPH 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 CDPH;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH 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.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, 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.** CDPH makes no warranty or representation that compliance by Business Associate with this Exhibit, 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

Exhibit H
HIPAA Business Associate Exhibit

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 Exhibit 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 HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH 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 Exhibit when requested by CDPH pursuant to this Section or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that CDPH 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 CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, 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.
- D. **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 Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Exhibit 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 VII.C of this Exhibit 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.

Exhibit H
HIPAA Business Associate Exhibit

Attachment 1
Business Associate Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PHI 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 PHI. The statement must be renewed annually. The Business Associate 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 Business Associate's workforce may access CDPH PHI, Business Associate 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 Business Associate 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 PHI 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 PHI 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 PHI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). 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 PHI must install and actively use 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 PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation

Exhibit H
HIPAA Business Associate Exhibit

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 PHI. Username must be promptly disabled, deleted, or the password 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 PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PHI must display a warning banner 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 PHI, or which alters CDPH PHI. 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 CDPH PHI 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 PHI outside the 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 PHI can be encrypted. This requirement pertains to any type of CDPH PHI in motion such as website access, file transfer, and E-Mail.

Exhibit H
HIPAA Business Associate Exhibit

F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. **System Security Review.** All systems processing and/or storing CDPH PHI 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 PHI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing CDPH PHI 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.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI 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.

Data Backup Plan. Business Associate must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI. 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 PHI 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 PHI 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 PHI 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 PHI is contained shall be escorted and CDPH Protected Health Information shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction.** CDPH PHI 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.

Exhibit H
HIPAA Business Associate Exhibit

- D. **Removal of Data.** CDPH PHI must not be removed from the premises of the Business Associate except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PHI 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 PHI shall only be mailed using secure methods. Large volume mailings of CDPH Protected Health Information 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 CSSI.

Exhibit I _____

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: _____

Date Current Contract Expires: _____

Previous Contract Number (if applicable): _____

CDPH Program Name: _____

Contractor's Name: _____

CDPH Program Contract Manager: _____

Contractor's Complete Address: _____

CDPH Program Address: _____

CDPH Program Contract Manager's Telephone Number: _____

Contractor's Contact Person: _____

Date of this Report: _____

Contact's Telephone Number: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM USE ONLY
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INSTRUCTIONS FOR CDPH 1203 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.
2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:
 - A. **Major Equipment:**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.
 - B. **Minor Equipment/Property:** Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)
3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 341-6168.
7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: _____

Date Current Contract Expires: _____

Previous Contract Number (if applicable): _____

CDPH Program Name: _____

Contractor's Name: _____

CDPH Program Contract Manager: _____

Contractor's Complete Address: _____

CDPH Program Address: _____

Contractor's Contact Person: _____

CDPH Program Contract Manager's Telephone Number: _____

Contact's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG <small>(If motor vehicle, list license number.)</small>	QUANTITY	ITEM DESCRIPTION <small>1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.</small>	UNIT COST PER ITEM <small>(Before Tax)</small>	CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER <small>(If motor vehicle, list VIN number.)</small>	OPTIONAL— PROGRAM USE ONLY
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INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.3.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;
 - A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)
 - B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.
2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)
3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1. _____
 Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
 Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
 Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 5/06)_CDPH

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.</p>											
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <hr/> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td colspan="2">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td colspan="2">BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td colspan="2">CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS		MAILING ADDRESS	BUSINESS ADDRESS		CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE	
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS											
MAILING ADDRESS	BUSINESS ADDRESS											
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE											
3	<p>PAYEE ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p>	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): [][]-[][][][][][][][][]</p> <p>CORPORATION:</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (nonprofit)</p> <p><input type="checkbox"/> ALL OTHERS</p> <hr/> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: [][][]-[][][]-[][][][][][][]</p> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>								
4	<p>PAYEE RESIDENCY TYPE</p>	<p><input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.</p> <p><input type="checkbox"/> No services performed in California.</p> <p><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>										
5	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td colspan="2">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> <td>TELEPHONE ()</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE		SIGNATURE	DATE	TELEPHONE ()			
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE											
SIGNATURE	DATE	TELEPHONE ()										
6	<p>Please return completed form to:</p> <p>Department/Office: <u>California Department of Public Health</u></p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/ZIP: _____</p> <p>Telephone: () _____ FAX: () _____</p> <p>E-Mail Address: _____</p>											

PAYEE DATA RECORD

STD. 204 (Rev. 5/06)_CDPH (Page 2)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov					
For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov					
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>						
<p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>							



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	At will Contract for Kevin Christensen Deputy District Attorney II	

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Kevin Christensen as Deputy District Attorney, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Approve Resolution #R13-____, approving a contract with David Christensen as Deputy District Attorney II, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

There is sufficient appropriation in the DA's general fund budget including: Compensation 6 months: \$ 79,968.82, 12 months: \$159,937.65; Salary 6 months: \$50,016.00, 12 months: \$100,032.00; PERS 6 months: \$10,147.25, 12 months: 20,294.49; Benefits 6 months: \$19,805.58, 12 months: \$39,611.15; Hourly Rate including Benefits 6 months: \$76.89, 12 months: \$76.89.

CONTACT NAME: Tim Kendall

PHONE/EMAIL: (760) 932-5550 / tkendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING


SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

 [Christensen Staff Rpt](#)

 [Resolution](#)

 [Contract](#)

History

Time	Who	Approval
12/4/2013 4:22 PM	County Administrative Office	Yes
12/11/2013 4:02 PM	County Counsel	Yes
12/11/2013 4:41 PM	Finance	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
Sierra Center Mall, P.O. Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

TO: Honorable Board of Supervisors
FROM: Tim Kendall, District Attorney
DATE: November 27, 2013

Time Needed: 5 minutes for presentation and 5 minutes for discussion.

Subject

At-Will Contract with Kevin Christensen for the Deputy District Attorney II Position.

Recommendation

Approval of said Contract for Kevin Christensen.

Discussion

After the recruitment for the vacant ADA position within the District Attorney's Office yielded no applicants the District Attorney promoted David Anderson to the position which left Mr. Anderson's Deputy III position open.

We received no qualified applicants to fill the Deputy III position so the office interviewed two candidates which were less experienced and qualified for a level II position. Mr. Christensen comes to us from Inyo County District Attorney's Office where he has worked for the previous two years.

Although a young Deputy, Mr. Christensen has proven himself to be a competent attorney and will be able to effectively represent the residence of our County. He will be a great asset to Mono County and to the Mono County District Attorney's Office.

Fiscal Impact

There is sufficient appropriation in the DA's general fund budget including: Compensation 6 months: \$ 79,968.82, 12 months: \$159,937.65; Salary 6 months: \$50,016.00, 12 months: \$100,032.00; PERS 6 months: \$10,147.25, 12 months: 20,294.49; Benefits 6 months: \$19,805.58, 12 months: \$39,611.15; Hourly Rate including Benefits 6 months: \$76.89, 12 months: \$76.89



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RESOLUTION NO. R12-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
EMPLOYMENT AGREEMENT WITH KEVIN CHRISTENSEN
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF SAID EMPLOYMENT**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement re Employment of Kevin Christensen a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Kevin Christensen. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 17th day of December, 2013, by the following vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

Byng Hunt, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

AGREEMENT RE EMPLOYMENT OF KEVIN CHRISTENSEN

This Agreement is entered into this 6th day of January, 2014, by and between Kevin Christensen and the County of Mono.

I. RECITALS

The County wishes to employ Mr. Kevin Christensen as a Deputy District Attorney II on a full-time basis on the terms and conditions set forth in this Agreement. Mr. Christensen wishes to accept such employment with the County on said terms and conditions.

II. AGREEMENT

1. The term of this Agreement shall be January 6, 2014, until January 5, 2017, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Mr. Christensen in writing no later than July 6, 2016, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Mr. Christensen shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If the County cures the breach and notifies Mr. Christensen that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Mr. Christensen as a result of the cured breach. If the County does not cure the breach, then the Agreement shall automatically renew for another two years on the same terms in effect at the time of renewal.
2. Commencing January 6, 2014, Mr. Christensen shall be employed by Mono County as a Deputy District Attorney II, serving at the will and pleasure of the District Attorney in accordance with the terms and conditions of this Agreement. Mr. Christensen accepts such employment. The District Attorney shall be deemed the "appointing authority" for all purposes with respect to Mr. Christensen's employment.
3. Effective January 6, 2014, Mr. Christensen's salary shall be \$8,336 per month, prorated for the month of January, 2014. Mr. Christensen understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County.
4. Mr. Christensen shall earn and accrue vacation and sick leave in accordance with

the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours annually of merit leave (aka administrative leave) during each year of service under this Agreement. Mr. Christensen understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided or it is lost.

5. To the extent deemed appropriate by the District Attorney, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Christensen's full participation in applicable professional associations, or for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Christensen shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 2.5% at 55 with recognition given for applicable prior PERS service credit), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," amended most recently by Resolution R11-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County.
7. Mr. Christensen understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Mr. Christensen cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Christensen's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the

County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Mr. Christensen's employment, the District Attorney may terminate Mr. Christensen's employment at any time during this agreement, without cause. However, should there be a change in the incumbent holding the office of District Attorney, then for a period of six months following such change the District Attorney may not terminate Mr. Christensen without the concurrence of the County Administrator (and after that six-month period, such concurrence would no longer be required). In the event of Mr. Christensen's termination, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Christensen understands and acknowledges that as an "at will" employee, he will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his discretion, take during Mr. Christensen's employment.
9. In the event that such a termination without cause occurs after January 6, 2015, (i.e., after the first twelve months of employment), Mr. Christensen shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Mr. Christensen shall instead receive a lesser amount equal to any remaining salary payments he would have received before expiration of the Agreement had he not been terminated. Notwithstanding the foregoing, Mr. Christensen shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Mr. Christensen that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation (i.e., it does not include any other compensation, including but not limited to any temporary performance or merit pay).
10. Notwithstanding the foregoing, Mr. Christensen shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives his notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Mr. Christensen shall also not be

entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

11. Mr. Christensen may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Christensen shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Christensen.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Christensen's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Christensen's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Mr. Christensen acknowledges that this Agreement is executed voluntarily by him. Mr. Christensen further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION:

This Agreement shall be deemed executed as of January 6, 2014.

THE COUNTY OF MONO

By: Byng Hunt
Board of Supervisors

APPROVED AS TO FORM:

MARSHALL RUDOLPH
County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Maternal Child & Adolescent Health Agreement Funding Application FY 2013-14	

AGENDA DESCRIPTION:

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

Proposed Maternal Child & Adolescent Health (MCAH) Agreement Funding Application for FY 2013-14.

RECOMMENDED ACTION:

Approve and authorize the Chairman's signature on the proposed MCAH Agreement Funding Application (AFA)/Update Form for FY 2013-14.

FISCAL IMPACT:

There is no fiscal impact on the County general fund. MCAH funding is a mix of federal and local public health realignment funding. The local funding is required by the federal government to draw down the Title XIX funds. The budget for this program for FY 2013-14 is \$183,076 from the following funding sources: Federal Title V, \$63,000; Federal Title XIX, \$44,869; Local Health Realignment, \$75,207.

CONTACT NAME: Sandra Pearce

PHONE/EMAIL: 760.924.1818 / spearce@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

Sandra Pearce
Lynda Salcido
Pat McGee

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[BOS Staff Report](#)

History

Time	Who	Approval
12/9/2013 8:45 AM	County Administrative Office	Yes
12/10/2013 11:35 AM	County Counsel	Yes
12/5/2013 2:08 PM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



DATE: November 6, 2013
TO: Honorable Board of Supervisors
FROM: Sandra Pearce, Maternal Child and Adolescent Health Director
SUBJECT: **Maternal Child & Adolescent Health (MCAH)
Agreement Funding Application (AFA) FY 2013-14**

Recommendation: That the Board of Supervisors approve and authorize the Chairman's signature on the Agreement Funding Application (AFA)/Update Form for the Maternal Child and Adolescent Health (MCAH) Program for FY 2013-14.

Discussion: For the past twenty-three years, the Health Department has contracted with the California Department of Public Health for the local Maternal, Child, and Adolescent Health Program in Mono County. This program provides a variety of services, such as:

- Prenatal outreach and education
- Teen pregnancy prevention
- Comprehensive sex education
- SIDS education and prevention
- Nutrition and physical activity outreach and promotion
- Obesity reduction and prevention
- Health care accessibility
- Child abuse prevention, and
- A variety of other programs to support the health needs of our local residents.

Fiscal Impact/Budget Projections: MCAH funding is a mix of federal and local public health realignment funding. The local funding is required by the federal government to draw down the Title XIX funds. There is no fiscal impact on the county general fund.

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831
Environmental Health (760) 924-1800 Fax (760) 924 1801



This budget for this program for FY 2013-14 is \$183,075 from the following funding sources:

Federal Title V	\$63,000
Federal Title XIX	\$44,869
Local Health Realignment	<u>\$75,207</u>
Total	\$183,075

For questions regarding this item, please call Sandra Pearce at (760) 924-1818 or Lynda Salcido at (760) 924-1842.

Submitted by: Sandra Pearce, MCAH Director

Reviewed by: Lynda Salcido, Public Health Director

FY 2013 - 2014 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name: Mono County

Agreement #: 201326

Program: MCAH BIH AFLP CHVP

(Check one box only)

Please check the box next to all submitted documents.

All documents must be submitted by email using the required naming convention on page 2.

<input checked="" type="checkbox"/>	1. AFA Checklist with signature (PDF)
<input checked="" type="checkbox"/>	2. Agreement Funding Application Update Form with signature (PDF)
<input checked="" type="checkbox"/>	3. Attestation of Compliance with the Sexual Health Education Accountability Act of 2007 (PDF)
<input type="checkbox"/>	4. Program Narrative for all applicable programs (Word)
<input checked="" type="checkbox"/>	5. Budget Template (Summary Page, Detail Pages, and Justifications) listing all staff (by position) and costs (including projected salaries and benefits). Personnel must be consistent with the Duty Statements and Organizational Charts (Excel)
<input checked="" type="checkbox"/>	6. Duty Statements (DS) for all staff (numbered according to the Personnel Detail Page and Organization Chart) listed on the budget (Word)
<input checked="" type="checkbox"/>	7. Org Chart(s) of the applicable programs, identifying all staff positions on the budget (w/line item #) and its relationship to other services for women and children, the local health officer and overall agency (Word, Excel, PDF)
<input checked="" type="checkbox"/>	8. Approval Letters including waivers for the following positions (PDF): <input checked="" type="checkbox"/> MCAH Director; <input type="checkbox"/> BIH Coordinator; <input type="checkbox"/> AFLP Director; <input type="checkbox"/> CHVP Coord./Nurse Sup.; <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/>	9. Scope of Work (SOW) documents for all applicable programs (PDF/Word)
<input checked="" type="checkbox"/>	10. Annual Inventory – Form CDPH 1204 (Word)
<input type="checkbox"/>	11. CHVP Attachment A - Program Operational Requirements, CHVP Attachment B - Staffing Report, CHVP Attachment C - Transmittal Form [CHVP only] (PDF)
<input type="checkbox"/>	12. Local Health Officer Approval Letter to conduct FIMR [MCAH only] (PDF)
<input type="checkbox"/>	13. Subcontractor (SubK) Agreement Packages (required for all SubKs \$5,000 or more) (PDF)
<input type="checkbox"/>	14. Certification Statement for the Use of Certified Public Funds (CPE) [AFLP CBOs and/or SubKs with FFP] (PDF)

The undersigned has checked this application for completeness and accuracy:

Name: Sandra Pearce
 Telephone Number: (760) 924-1818

Signature: _____

Date: _____

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2013-14 (LHJs)/2012-13 to 2014-15 (CBOs)**

AGREEMENT FUNDING APPLICATION (AFA)/UPDATE FORM *

At the beginning of each fiscal year Agencies are required to submit this AFA Form along with their AFA Package, which requires certification signatures (original signatures, no stamps allowed). This form should also be used when submitting updates that occur during the fiscal year. Update submissions do not require certification signatures.

The Agency Identification Information section must be completed each time this form is submitted.

* Note: Agreement refers to Allocations for LHJs or Grants for CBOs.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to the MCAH and/or AFLP Director.

Please check the applicable "Program" boxes below: changes being submitted:

MCAH AFLP BIH FIMR CHVP

Fiscal Year: 2013-14 Update Effective: 7/1/13 (only required when submitting updates)

Agreement Number:	201326		
Federal Employer ID#:	95-6005661		
Complete Official Agency Name:	Mono County Health Department		
Business Office Address:	P.O. Box 476 Bridgeport, CA 93517		
Agency Phone:	760-932-5580	Agency Fax:	760-932-5284
Agency Website Address:	www.monohealth.com		

1 AGENCY DIRECTOR

Name:	Lynda Salcido		
Title:	Public Health Director		
Mailing Address:	P.O. Box 3329		
City:	Mammoth Lakes	Zip:	93546
Phone:	760-924-1842	Ext.:	
FAX:	760-924-1831		
E-Mail Address:	lsalcido@mono.ca.gov		

2 BOARD INFORMATION

Clerk of the Board <input type="checkbox"/>		Chair Board of Supervisors <input checked="" type="checkbox"/>	
Title:	Byng Hunt, Chairman		
Mailing Address:	PO Box 2608		
City:	Mammoth Lakes	Zip:	93546
Phone:	760-914-0469	Ext.	FAX:
E-Mail Address:	bhunt@mono.ca.gov		

3 OFFICIAL AUTHORIZED TO COMMIT AGENCY

Name:	Byng Hunt		
Title:	Board of Supervisors Chairman		
Mailing Address:	PO Box 2608		
City:	Mammoth Lakes	Zip:	93546
Phone:	760-914-0469	Ext.	FAX:
E-Mail Address:	bhunt@mono.ca.gov		

4 FISCAL OFFICER

Name:	Pat McGee		
Title:	Public Health Fiscal Agen		
Mailing Address:	P.O. Box 476		
City:	Bridgeport	Zip:	93517
Phone:	760-932-5587	Ext.	FAX: 760-932-5284
E-Mail Address:	pmcgee@mono.ca.gov		

5 MCAH DIRECTOR (Please check box if MCAH and AFLP Director are the same)

Name:	Sandra Pearce, PHN		
Title:	Health Program Manager		
Mailing Address:	P.O. Box 3329		
City:	Mammoth Lakes	Zip:	93546
Phone:	760-924-1818	Ext.	FAX: 760-924-1831
E-Mail Address:	spearce@mono.ca.gov		

6 MCAH COORDINATOR (Only complete if different from #5)						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.:			
FAX:						
E-Mail Address:						

7 MCAH BUDGET CONTACT						
Name:	Pat McGee					
Title:	Public Health Fiscal Agent					
Mailing Address:	P.O. Box 476					
City:	Bridgeport			Zip:	93517	
Phone:	760-932-5587		Ext.:			
FAX:	760-932-5284					
E-Mail Address:	pmcgee@mono.ca.gov					

8 MCAH INVOICE CONTACT (Only complete if different from #7)						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.:			
FAX:						
E-Mail Address:						

9 PERINATAL SERVICES COORDINATOR (PSC)						
Name:	Sandra Pearce, PHN					
Title:	Health Program Manager					
Mailing Address:	P.O. Box 3329					
City:	Mammoth Lakes			Zip:	93546	
Phone:	760-924-1818		Ext.:			
FAX:	760-924-1831					
E-Mail Address:	spearce@mono.ca.gov					

10 AFLP DIRECTOR (Only complete if different from MCAH Director)					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

11 AFLP COORDINATOR (Only complete if different from #10)					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

12 AFLP BUDGET CONTACT					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

13 AFLP INVOICE CONTACT (Only complete if different from #12)					
Name:					
Title:					
Mailing Address:					
City:					Zip:
Phone:		Ext.		FAX:	
E-Mail Address:					

14 BLACK INFANT HEALTH (BIH) COORDINATOR						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

15 BIH BUDGET CONTACT						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

16 BIH INVOICE CONTACT (Only complete if different from #15)						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

17 FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

18 SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR / CONTACT					
Name:	Sandra Pearce, PHN				
Title:	Health Program Manager				
Mailing Address:	P.O. Box 3329				
City:	Mammoth Lakes	Zip:	93546		
Phone:	760-924-1818	Ext.:		FAX:	760-924-1831
E-Mail Address:	spearce@mono.ca.gov				

19 CALIFORNIA HOME VISITING PROGRAM (CHVP) COORDINATOR/ NURSING SUPERVISOR					
Name:					
Title:					
Mailing Address:					
City:		Zip:			
Phone:		Ext.:		FAX:	
E-Mail Address:					

20 OTHER					
Name:					
Title:					
Mailing Address:					
City:		Zip:			
Phone:		Ext.:		FAX:	
E-Mail Address:					

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) related program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that this MCAH related program will comply with the MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that this MCAH related program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that this MCAH related program may be subject to all sanctions or other remedies applicable if this MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original Signature of Official authorized to
commit the Agency to an MCAH Agreement

Board of Supervisors Chairman
Title

Byng Hunt
Name (Type or Print)

Date

Original Signature of MCAH/AFLP Director

MCAH Director
Title

Sandra Pearce
Name (Type or Print)

Date

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Agency Name: Mono County
Agreement/Grant Number: 201326
Compliance Attestation for Fiscal Year: 2013-14

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or “is a witness to the fact that the programs comply with the requirements of the statute”. The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Signed

Mono County
Agency Name

201326
Agreement/Grant Number

Signature of MCAH Director
Signature of AFLP Director (CBOs only)

Date

Sandra Pearce
Printed Name of MCAH Director
Printed Name of AFLP Director (CBOs only)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
- (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
- (3) The program content shall be age appropriate for its targeted population.
- (4) The program shall be culturally and linguistically appropriate for its targeted populations.
- (5) The program shall not teach or promote religious doctrine.
- (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
- (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:
 - (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
 - (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

MCAH DIRECTOR
DUTY STATEMENT

Budget Line: #1

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH Director

County Job Specification: Health Program Manager

The Director of Maternal, Child and Adolescent Health (MCAH) is the lead PHN for this program. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

Program Development and Implementation

- General responsibility for the implementation of the MCAH contract with evaluation of program goals and objectives
- Plan, organize and coordinate MCAH contract, implementation with evaluation in achievement of objectives
- Gather and analyze data for program planning, management and evaluation
- Maintain appropriate records and reports
- Collaborate with the community in the planning for and development of resources and services for the perinatal population
- Facilitate local, regional, and state partnerships for the improvement of MCAH services

Outreach Activities

- Promote services and resources of the perinatal population with community groups and medical resources
- Facilitate client referrals to health and social services
- Promote the use of MCAH services in the community to increase awareness and the use of appropriate services

Health Education/Consultation

- Promote support for MCAH programs within the county government and medical community
- Evaluate progress of community awareness/support for MCAH programs
- Develop community awareness and support for MCAH programs
- Provide training for health professionals and clients to enable the community to meet the needs of the target population

Resource/Provider Development

- Respond to medical professionals and government, advocating for the MCAH population

- Facilitate collaboration, coordination, communication, and cooperation among service providers
- Facilitate advocacy for MCAH population
- Attend community and state meetings as indicated

Comprehensive Perinatal Services Program (CPSP)

- The MCAH Director serves as the Perinatal Services Coordinator (PSC)
- Provide pregnancy testing, prenatal vitamins, referral services, and application assistance to all women eligible for MediCal services to promote early prenatal care, improved birth outcomes, and sexual health.

SIDS Program

- The MCAH Director serves as the SIDS Coordinator
- Contact all parents/caregivers who experience a presumed SIDS death to provide grief and bereavement support services
- Attend the State SIDS Annual Conference and/or other SIDS training(s)
- Promote SIDS risk reduction activities by providing risk reduction education and materials to the community

FISCAL/TECHNICAL SPECIALIST
DUTY STATEMENT

Budget Line: #2 and #8

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH Clerk

County Job Specification: Fiscal and Technical Specialist

The Maternal, Child, and Adolescent Health Program clerical staff, under the direction of the MCAH staff, performs a wide range of clerical duties in support of the program.

This position requires a tactful, courteous manner and willingness to work cooperatively with a variety of persons and agencies. There is one bilingual position for MCAH Clerk.

Duties and responsibilities of this position include but are not limited to:

- Provide outreach, education, and enrollment referrals or assistance for MediCal, AIM, Healthy Families, and Family PACT
- Provide outreach and referrals to MediCal and potential MediCal clients for MediCal providers and services
- Extract, collect, compile and organize data from questionnaires and assessments
- Organize and maintain program files, indexes and records according to approved methods
- Perform general clerical functions independently
- Provide clerical staff support for the skilled health providers in the MCAH Program
- Assist in the preparation of school, community and public group meetings. Attend meetings and take minutes as needed
- Type from rough draft, with accuracy and correct business English, a variety of reports, Newsletters, interagency agreements, MCH and perinatal correspondence, records, documents, requisitions, grant revisions, questionnaires, etc
- Answer the MCAH toll free line, keep a log of all MCAH calls, and refer calls in a timely manner to the MCAH Director and other MCAH staff
- Other duties as required

ADMINISTRATIVE SERVICES SPECIALIST
DUTY STATEMENT

Budget Line: #3

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH Fiscal Agent

County Job Specification: Administrative Services Specialist

The Maternal, Child, and Adolescent Health Program fiscal agent performs all fiscal duties in support of the MCAH program. Duties and responsibilities of this position include but are not limited to:

- Preparation of budget and any budget adjustments
- Prepare any materials necessary for submission to Board of Supervisors for approval
- Processes all invoices for payment through the Auditor's office
- Oversees the data entry of time studies
- Prepares invoices
- Deposits all receipts in appropriate accounts
- Maintains inventory of program equipment
- Prepares fiscal information for periodic reports
- Other duties as required

PUBLIC HEALTH DIRECTOR
DUTY STATEMENT

Budget Line: #4

Health Jurisdiction: Mono County
Program: Maternal, Child, and Adolescent Health
Program Position: Public Health Director
County Job Specification: Public Health Director

This position has its span of responsibility illustrated on the attached organizational chart for the MCAH Program staff and for the Department. The Public Health Director is responsible to the County Administrative Officer for the appropriate programmatic aspects of all Health programs including MCAH. She provides fiscal oversight through the Director of Financial Operations, who directly supervises the Fiscal Agent who produces and manages budgets and expenditures relating to this program. Activities include coordination, training and general administration. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Meets weekly with the MCAH Director and staff to ensure program fits overall department goals and objectives, as well as to prioritize needs
- Supervises all MCAH program personnel
- Interagency coordination, including the provider community to ensure MediCal providers are available for all clients
- Training activities
- Program planning and general administration

PERINATAL SERVICES COORDINATOR (PSC)
DUTY STATEMENT

Budget Line: #5

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH Director/PSC

County Job Specification: Health Program Manager

This position is fulfilled by the MCAH Director and is responsible for managing and coordinating aspects of the Comprehensive Perinatal Services Program (CPSP). This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Motivate and assist women eligible for MediCal benefits to receive early and appropriate prenatal care
- Assess ability of women to access OB care and develop implementation strategies to enhance access in coordination with local agencies
- Participate in local or regional information sharing activities to improve access to prenatal care
- Oversee the planning, development and evaluation of all program components, including assisting CPSP providers in their deliverance of services according to the Title 22 California Code of Regulations
- Monitor trends in prenatal care, share findings with local providers and partner agencies, and incorporate assessment findings into the local MCAH plan
- Develop and promote community resources
- Maintain files and records
- Attend the State PSC training workshops as appropriate

INTERIM MCAH DIRECTOR
DUTY STATEMENT

Budget Line: #6

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: Interim MCAH Director

County Job Specification: PHN II/III or Health Program Manager

The Interim Director of Maternal, Child and Adolescent Health (MCAH) is the lead PHN for this program. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

Program Development and Implementation

- General responsibility for the implementation of the MCAH contract with evaluation of program goals and objectives
- Plan, organize and coordinate MCAH contract, implementation with evaluation in achievement of objectives
- Gather and analyze data for program planning, management and evaluation
- Maintain appropriate records and reports
- Collaborate with the community in the planning for and development of resources and services for the perinatal population
- Facilitate local, regional, and state partnerships for the improvement of MCAH services

Outreach Activities

- Promote services and resources of the perinatal population with community groups and medical resources
- Facilitate client referrals to health and social services
- Promote the use of MCAH services in the community to increase awareness and the use of appropriate services

Health Education/Consultation

- Promote support for MCAH programs within the county government and medical community
- Evaluate progress of community awareness/support for MCAH programs
- Develop community awareness and support for MCAH programs
- Provide training for health professionals and clients to enable the community to meet the needs of the target population

Resource/Provider Development

- Respond to medical professionals and government, advocating for the MCAH population

- Facilitate collaboration, coordination, communication, and cooperation among service providers
- Facilitate advocacy for MCAH population
- Attend community and state meetings as indicated

Comprehensive Perinatal Services Program (CPSP)

- The MCAH Director serves as the Perinatal Services Coordinator (PSC)
- Provide pregnancy testing, prenatal vitamins, referral services, and application assistance to all women eligible for MediCal services to promote early prenatal care, improved birth outcomes, and sexual health.

SIDS Program

- The MCAH Director serves as the SIDS Coordinator
- Contact all parents/caregivers who experience a presumed SIDS death to provide grief and bereavement support services
- Attend the State SIDS Annual Conference and/or other SIDS training(s)
- Promote SIDS risk reduction activities by providing risk reduction education and materials to the community

INTERIM PERINATAL SERVICES COORDINATOR (PSC)
DUTY STATEMENT

Budget Line: #7

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: Interim MCAH Director/PSC

County Job Specification: PHN II/III or Health Program Manager

This position is fulfilled by the Interim MCAH Director and is responsible for managing and coordinating aspects of the Comprehensive Perinatal Services Program (CPSP). This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Motivate and assist women eligible for MediCal benefits to receive early and appropriate prenatal care
- Assess ability of women to access OB care and develop implementation strategies to enhance access in coordination with local agencies
- Participate in local or regional information sharing activities to improve access to prenatal care
- Oversee the planning, development and evaluation of all program components, including assisting CPSP providers in their deliverance of services according to the Title 22 California Code of Regulations
- Monitor trends in prenatal care, share findings with local providers and partner agencies, and incorporate assessment findings into the local MCAH plan
- Develop and promote community resources
- Maintain files and records
- Attend the State PSC training workshops as appropriate

MCAH PHN
DUTY STATEMENT

Budget Line: #9

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

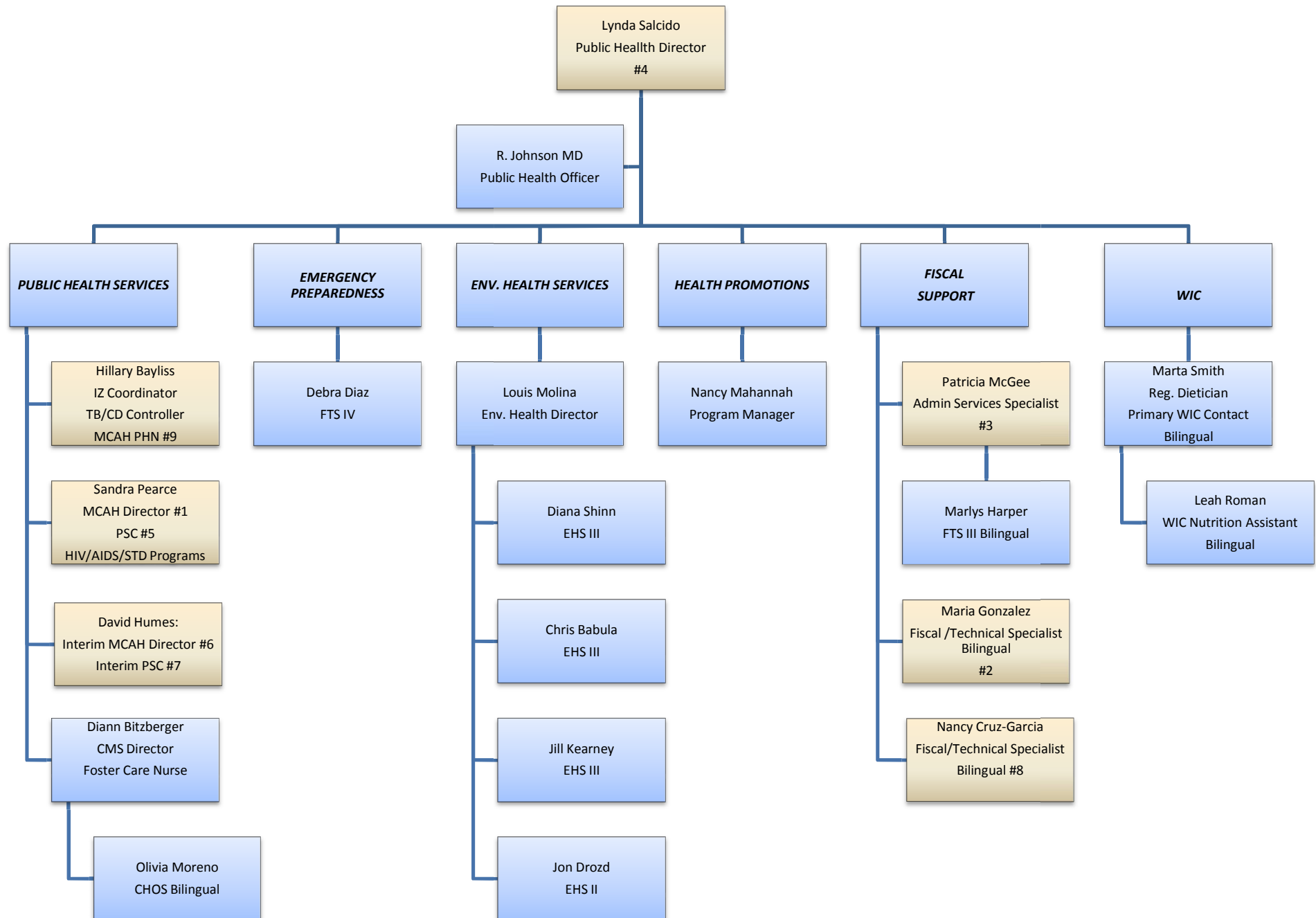
Program Position: MCAH PHN

County Job Specification: PHN II/III or Health Program Manager

Under the supervision of the MCAH Director, this position is responsible for providing MCAH clinical services, educating clients, and linking them to a variety of appropriate agencies and programs. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Provide education to women on reproductive health and contraception.
- Provide referrals to women to improve their safety, well-being, and access to care
- Provide pregnancy tests, prenatal education, vitamins, and linkage to early and continuous prenatal care
- Act as liaison between the local program and other local agencies as appropriate
- Collect data as required by MCAH Branch
- Maintains files and records

Mono County Health Department Organizational Chart





MARK B HORTON, MD, MSPH
Director

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



ARNOLD SCHWARZENEGGER
Governor

June 17, 2008

Lynda Salcido
Public Health Director
County of Mono Health Department
P.O. Box 3329
Mammoth Lakes, CA 93546

MCAH ALLOCATION #200826
REQUEST FOR APPROVAL OF MCAH DIRECTOR IN MONO COUNTY

Dear Ms. Salcido:

The request dated June 6, 2008 for approval of Sandra Pearce, R.N., P.H.N., C.N.S., as the Maternal, Child and Adolescent Health (MCAH) Director at 0.50 Full Time Equivalent (FTE) has been reviewed and approved effective, July 1, 2008.

Sandra Pearce has met the requirements for MCAH Director in Mono County based on total population and professional qualifications as identified in the MCAH Policies and Procedures. This approval is applicable for as long as Sandra Pearce holds this position.

Please keep a copy of this approval in your MCAH files for audit purposes. Please submit a copy with each MCAH Agreement Funding Application submitted while the approval is in effect.

It there are any questions about this letter, please contact your Nurse Consultant, Paula Curran, P.H.N., M.H.A., at (916) 650-0376.

Sincerely,

Anita Mitchell, M.D., Chief
Program Standards Branch
Maternal, Child and Adolescent Health Program

cc: See next page

Lynda Salcido
Page 2
June 10, 2008

cc: David Humes, P.H.N. II
MCAH Director
County of Mono Health Department
P.O. Box 3329
Mammoth Lakes, CA 93546

Joelyene Browne, Contract Manager
Program Allocations, Integrity & Support Branch
Maternal, Child and Adolescent Health Program

Paula Curran, P.H.N., M.H.A.
Nurse Consultant II
Program Standards Branch
Maternal, Child and Adolescent Health Program

MCAH Central File

Maternal, Child and Adolescent Health (MCAH) Program Scope of Work (SOW)

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals in this MCAH SOW incorporate local problems identified by LHJs 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local Title V 5-Year Needs Assessment identifies problems that LHJs may address in their 5-Year Action Plan. The LHJ 5-Year Action Plan will then inform the development of the annual MCAH SOW.

All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures. In addition, each LHJ is required to develop objectives to address one problem in each of Goals 1, 2, and 3. If resources allow, LHJs should also develop additional objectives, which they may place under any of the Goals 1-6. Please see the MCAH SOW instructions for more information.

The development of this SOW was guided by several public health frameworks including the 10 Essential Services of Public Health and the three core functions of assessment, policy development and assurance; the Spectrum of Prevention; the Life Course Perspective; the Socioecological Model, and the Social Determinants of Health. Please consider integrating these approaches when conceptualizing and organizing objectives, activities and evaluation measures.

- o The 10 Essential Services of Public Health <http://www.cdc.gov/nphsp/essentialServices.html>; <http://www.publichealth.lacounty.gov/qi/corefcns.htm>
- o The Spectrum of Prevention http://www.preventioninstitute.org/index.php?option=com_jlibrary&view=article&id=105&Itemid=127
- o Life Course Perspective <http://mchb.hrsa.gov/lifecourseresources.htm>
- o The Social-Ecological Model http://www.cdc.gov/ncipc/dvp/social-ecological-model_dvp.htm
- o Social Determinants of Health <http://www.cdc.gov/socialdeterminants/>
- o Strengthening Families: <http://www.cssp.org/reform/strengthening-families>

Although the State MCAH Division wants each LHJ to make progress towards Title V State Performance Measures and Healthy People (HP) 2020 goals, it is understood that these goals involve complex issues and are difficult to achieve, particularly in the short term. The MCAH Division recognizes the importance of monitoring progress toward reaching long term objectives and that LHJs can only be held accountable for the objectives and activities they can realistically achieve given the scope and resources of individual local MCAH programs.

LHJs are also required to comply with requirements as stated in the MCAH Program Policies and Procedures manual such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications and completing Annual Reports.

<http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-MCAMCMCI-MCAHProgramPoliciesandProcedures.doc>

Additional fiscal requirements are located in the MCAH Fiscal Policies and Procedures Manual at: <http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-MCAHFI-AdminFiscalPolicyProcedures-2010-11.doc> Title V Requirement

Goal 1: Improve Outreach and Access to Quality Health and Human Services

- **Link the MCAH population to needed medical, mental, social, dental, and community services to promote equity in access to quality services, especially for those who are eligible for Medi-Cal or other publicly provided health care programs¹**
 - **Outreach services will be targeted to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits²**

Long Term Outcome Objectives

- 1.a Increase the percentage of children and adolescents age 0 to 19 with health insurance from a baseline of **88%** to **92.4%** by 2015. **HP 2020 AHS-1.1**. Source: http://fhop.ucsf.edu/fhop/data/SOW/t5_16_health_ins_2009-NEW.xls
- 1.b Decrease the percentage of children age 2-11 without dental insurance from a baseline of **26.1%** to **24.8%** by 2015. **HP 2020 AHS-1.2 (Developmental)**. Source: http://familymedicine.medschool.ucsf.edu/fhop/docs/excel/mcah_t5/t5_17_dental_ins.xls
- 1.c Increase the percentage of women age 19-44 with health insurance from a baseline of **80.9%** to **84.9%** by 2015. **HP 2020 AHS-1.1**. Source: http://fhop.ucsf.edu/fhop/data/SOW/CHIS_Health_Insurance_Women_20-44_2009-NEW.xls
- 1.d Decrease the percentage of unenrolled children age 0-17 who are eligible for Medi-Cal/MCMC from a baseline of **66.8%** to **63.5%** by 2015. Source: http://fhop.ucsf.edu/fhop/data/SOW/MediCal_Eligibility_0-17_2009_CA_MCAH_County_Groups-NEW.xlsx
- 1.e Decrease the percentage of unenrolled women, ages 19-44 , who are eligible for Medi-Cal from a baseline of **9.2%** to **8.7%** by 2015. Source: http://fhop.ucsf.edu/fhop/data/SOW/MediCal_Eligibility_19-44%202007-2009_CA_MCAH_County_Groups%20-%20NEW.xlsx
- 1.f Insert specific LHJ data collected, if applicable

Data Source

California Health Interview Survey (CHIS), Medi-Cal Statistical Reports, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

¹ 2011-2015 Title V State Priorities

² Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
1.1-1.8 All women and children will have access to needed medical, mental, dental care and available social support services.	Assessment	Assessment	
	1.1 Identify and monitor trends in health, including disparities, social determinants and barriers to the provision of health and human services to the MCAH population.	1.1 List and briefly describe trends in health, including disparities, social determinants and barriers to the provision of health and human services.	
	1.2 Identify and monitor local geographic areas and/or population groups that have insufficient access to health and human services.	1.2 Briefly describe geographic areas or population groups that have insufficient access to health and human services.	
	1.3 Participate in collaboratives, coalitions, networks, etc., to review data and develop policies and products that address unmet needs and promote increased local access to health and human services.	1.3 Submit Collaborative Form to document participation, objectives, activities and accomplishments of MCAH-related collaboratives to improve infrastructure and access to health and human services:	1.3 List products and policies developed to improve infrastructure and access to health and human services and describe outcomes of dissemination

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² Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	Policy Development 1.4 Review, revise and enact policies that facilitate access to Medi-Cal, Covered CA, Access for Infants and Mothers (AIM), Child Health and Disability Prevention Program (CHDP), Women, Infants, and Children (WIC), Family Planning, Access, Care, and Treatment (Family PACT), and health and developmental disability programs.	Policy Development 1.4 Describe participation in review and development of policy changes and corresponding systems changes that facilitate access to Medi-Cal, Covered CA, AIM, CHDP, WIC, Family PACT, and health and developmental disability programs. List formal and informal agreements, including Memoranda of Understanding (MOUs) with MCMC plans, or other organizations that address the needs of mothers and infants	Policy Development 1.4 Describe the impact of policy changes and corresponding systems changes that facilitate access to Medi-Cal, Covered CA, AIM, CHDP, WIC, Family PACT, and health and developmental disability programs.
	1.5 Work with community organizations to influence policy and address social determinants of health and disparities regarding access to health and human services and/or publicly provided health care programs.	1.5 Describe efforts to work with community organizations to influence policy and address social determinants of health and disparities regarding access to health and human services and/or publicly provided health care programs.	1.5 Describe results of work with community organizations to influence policy and address social determinants of health and disparities regarding access to health and human services and/or publicly provided health care programs.

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² Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	Assurance 1.6 Promote MCAH and public health competencies, participation in trainings, and workforce development as resources allow.	Assurance 1.6 List trainings and educational events that promoted MCAH and public health competencies and workforce development.	Assurance 1.6 Describe outcomes of trainings and educational events that promoted MCAH and public health competencies and workforce development.
	1.7 Conduct activities that promote referrals to Covered CA, Medi-Cal, AIM, and other low cost/no cost health insurance programs for health care coverage and local MCAH programs, EPSDT/CHDP, WIC, and health, developmental disability and family planning programs ²	1.7 Describe activities that promote referrals to referrals to Covered CA, Medi-Cal, AIM, or other no/low cost health insurance programs for health care coverage and local MCAH programs, EPSDT/CHDP, WIC, and health, developmental disability and family planning programs. <ul style="list-style-type: none"> • Provide the number of referrals to Covered CA, Medi-Cal, AIM, EPSDT/CHDP, WIC, FamilyPACT, or other no/low cost health insurance programs 	1.7 Describe outcomes of activities that promote referrals to Covered CA, Medi-Cal, AIM, or other no/low cost health insurance programs for health care coverage and local MCAH programs, EPSDT/CHDP, WIC, and health, developmental disability and family planning programs.
	1.8 Provide a toll-free or “no cost to the calling party” telephone information service and other appropriate methods of communication, e.g. local MCAH Program web page to the local community ² .The requirements	1.8 Report the following: <ul style="list-style-type: none"> • Number of calls and the success/barriers toll-free or “no cost to the calling party” telephone information service • Report the number of web hits to the appropriate local MCAH 	1.8 Describe outcomes of community information services.

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² Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	are as follows: <ul style="list-style-type: none"> The service must provide culturally and linguistically appropriate information and referrals to health care providers and practitioners regarding access to prenatal care, and other relevant information The telephone number must be disseminated widely The toll free line must be operated during normal business hours. After hours messages must be answered by end of the next business day. 	Program webpage	
Insert Short and/or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below			
1.9 Short and/or Intermediate SMART Outcome Objective(s) to increase access to health and human services. Add specific LHJ short and/or intermediate outcome objective(s) here. We encourage you to develop objectives to address local problems specific to the general objectives and	1.9 Implement or participate in specific LHJ activities to address health disparities, social determinants and barriers to increased access to health and human services:	1.9 Develop process measures for the specific LHJ defined objectives and activities that were implemented to increase access to health and human services:	1.9 Develop short and/or intermediate related performance measures for the specific LHJ defined objectives and activities that were implemented to increase access to health and human services:

¹ 2011-2015 Title V State Priorities

² Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>activities above.</p> <p>1.9 By June 30, 2014, all women who access MCAH services at the Health Department and are eligible for WIC will be linked to that program.</p>	<p>1.9 Develop understanding of WIC eligibility, services and local WIC hard-to-reach priority populations</p> <ul style="list-style-type: none"> • Develop relationships with WIC and other public health programs that serve WIC eligible clients • Develop and implement policies, including referral systems, to ensure that women participating in public health programs will be referred to and enrolled in WIC • Develop and implement a CQI process to monitor implementation of policies/processes, a regular feedback mechanism to continually improve the process and a plan to evaluate the impact 	<p>1.9 List WIC hard-to-reach priority populations. Include opportunities to overcome barriers, if applicable</p> <ul style="list-style-type: none"> • Briefly describe relationships developed with WIC and other public health programs that serve WIC eligible women • Describe rationale for policies and referral systems developed • Briefly describe the CQI process developed • Briefly describe barriers, challenges and solutions to linkages to WIC 	<p>1.9 Number of WIC eligible women participating in public health programs that are linked to WIC/all WIC eligible women participating in public health programs</p> <ul style="list-style-type: none"> • List policies developed and implemented • Describe referral system and submit referral form • Describe the outcome of the CQI process including methods of measurements and results

¹ 2011-2015 Title V State Priorities

² Title V Requirement

Goal 2: Improve Maternal and Women's Health

- **Improve maternal health by optimizing the health and well-being of girls and women across the lifecourse**¹
- **Reduce maternal morbidity and mortality and the increasing disparity in maternal health outcomes**¹
 - **Assure that all pregnant women will have access to early, adequate and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women**²

Long Term Outcome Objectives

- 2.a** Decrease the percentage of births within 24 months of a previous birth among women age 15 to 44 from a baseline of **56.29%** to **53.48%** by 2015. **HP 2020 FP -5 (18 mths.)**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 2.b** Decrease the percentage of births within 24 months of a previous birth among women age 12 to 19 from a baseline of **10.0%** to **9.5%** by 2015. **HP 2020 FP -5 (18 mths.)**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 2.c** Increase the percentage of live born infants whose mothers received prenatal care in the first trimester of pregnancy from a baseline of **78.35%** to **82.27%** by 2015. **HP 2020 MICH-10.1**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 2.d** Increase the percentage of women age 15 to 44 with a live birth during the reporting year whose observed to expected prenatal visits are equal to 80 to 109 percent on the Kotelchuck Index from a baseline of **76.57%** to **80.4%** (APNCU Index- FHOP) by 2015. **HP 2020 MICH-10.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 2.e** Decrease the rate of domestic violence calls for assistance per 10,000 from a baseline of **52.3** to **49.7** by 2015. **HP 2020 IVP-39 (Developmental)**. Source: <http://fhop.ucsf.edu/fhop/docs/pdf/mcah/DV1987-2009%20by%20LHJ1.pdf>
- 2.f** Insert specific LHJ data collected, if applicable

Data Source

Birth Statistical Master File, Department of Justice statistics, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.1-2.5 All women will have access to early, adequate and comprehensive perinatal care and maternal medical and mental health care and social support services	Assessment 2.1 Identify and monitor trends in disparities and barriers in access to early, adequate and quality perinatal care and maternal medical and mental health care and social support services.	Assessment 2.1 List and briefly describe trends in disparities and barriers in access to early, adequate and quality perinatal care and maternal medical and mental health care and social support services.	
	2.2 Identify and monitor local geographic areas and/or population groups that have insufficient access to early, adequate and quality perinatal care and poor maternal health.	2.2 Briefly describe geographic areas and/or population groups that have insufficient access to early, adequate and quality perinatal care and poor maternal health.	
	2.3 Conduct the following activities: a. Collaborate with providers and other third party payers to improve maternal medical and mental health care and extend comprehensive perinatal care to all pregnant women b. Participate in collaboratives, coalitions, networks, etc., and develop products that address unmet needs to provide access to early perinatal care and CPSP services for all women	2.3 a & b. Submit Collaborative Form to document participation, objectives, activities and accomplishments of collaboratives and coalitions that improve maternal medical and mental health care and address access to early, adequate and quality perinatal care.	2.3 b List products developed to improve access to early, adequate and quality perinatal care and maternal medical and mental health care and describe outcomes of dissemination.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>Policy Development</p> <p>2.4 Review, revise and enact policies that facilitate access to early, adequate and quality perinatal care and support services and improve maternal medical and mental health care.</p>	<p>Policy Development</p> <p>2.4 Describe participation in the review and development of policy changes and corresponding systems changes that facilitate access to early, adequate and quality perinatal care and support services and improve maternal medical and mental health care.</p>	<p>Policy Development</p> <p>2.4 Describe the impact of policy changes and corresponding systems changes that facilitate access to early, adequate and quality perinatal care and support services and improve maternal medical and mental health care.</p>
	<p>2.5 Work with community organizations to influence policy and address disparities regarding access to early, adequate and quality perinatal care and support services and maternal medical and mental health care.</p>	<p>2.5 Describe efforts to work with community organizations to influence policy and address disparities regarding access to early, adequate and quality perinatal care and support services and maternal medical and mental health care.</p>	<p>2.5 Describe results of work with community organizations to influence policy and address disparities regarding access to early, adequate and quality perinatal care and support services and maternal medical and mental health care.</p>
<p>2.6-2.8 All Medi-Cal eligible women will have access to quality CPSP services</p>	<p>Assurance</p> <p>2.6 Develop MCAH staff knowledge of CPSP. Recruit and assist Medi-Cal providers to complete applications to become CPSP providers.</p>	<p>Assurance</p> <p>2.6 Report the number of current and newly enrolled providers in CPSP and number of Medi-Cal Obstetrical (OB) providers. List barriers to recruitment and retention of OB and CPSP providers.</p>	<p>Assurance</p> <p>2.6 Describe the impact on access to and quality of CPSP services.</p>
	<p>2.7 Provide consultation and technical assistance to CPSP providers and Medi-Cal Managed Care Plans related</p>	<p>2.7 List consultation and/or technical assistance provided to CPSP providers and MCMC plans.</p>	<p>2.7 Describe outcomes of consultation and/or technical assistance provided to CPSP providers and</p>

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	to the provision of CPSP services.		MCMC plans.
	2.8 At a minimum, conduct annual continuous quality improvement (CQI) and quality assurance (QA) activities for local CPSP providers to ensure that the program is being implemented according to Policies and Procedures and clients are receiving the required nutrition, psychosocial and health education services. Conduct QA in collaboration with MCMC plan staff, if applicable	2.8 List CPSP provider CQI/QA activities that were conducted. Report the number of site visits and face to face contacts with current and potential CPSP providers and MCMC providers and plans.	2.8 Describe the results of CQI/QA activities that were conducted.
2.9 All CPSP providers will improve the quality and utilization of CPSP postpartum care.	2.9 Work with MCAH and CPSP providers to maximize the quality of postpartum care, including revising the Postpartum Assessment forms and provider protocols to incorporate the Preconception Health Council of California (PHCC) Interconception Guidelines, improve screening for perinatal depression, reproductive coercion and birth control sabotage, and improving support for breastfeeding. http://www.everywomancalifornia.org/content_display.cfm?categoriesID=97	2.9 Describe the process to maximize the quality of CPSP postpartum care.	2.9 Number of CPSP providers revising postpartum assessment forms and protocols/number of CPSP providers in the LHJ.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	&contentID=360		
Insert Short and or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below			
<p>2.10 Short and/or Intermediate SMART Outcome Objective(s) to improve access to early, adequate and high quality perinatal care and maternal health</p> <p>2.10 By June 30, 2014, develop a strategy to reduce the number of women who initiate prenatal care late.</p>	<p>2.10 Implement or participate in specific LHJ defined activities to improve access to early, adequate and high quality perinatal care and maternal health:</p> <p>2.10 Convene meetings with Mono County Health Department (MCHD), Sierra Park Women’s Clinic (SPWC) and Mammoth Hospital Labor & Delivery (MHL) staff.</p> <ul style="list-style-type: none"> • Work with MCHD, SPWC, and MHL. • Discuss current capacity and resources. • Outcome measures to be developed in conjunction with strategy development. • Build CQI/QA measures in the strategy to ensure plan is implemented as intended and the outcomes. 	<p>2.10 Develop process measures for the specific LHJ defined objectives and activities that were implemented to improve access to early, adequate and high quality perinatal care and maternal health:</p> <p>2.10 Describe the rationale for the strategy chosen and process for developing the strategy</p> <p>List partners. Maintain on file the list of meetings, agendas, minutes</p> <p>Briefly describe CQI/QA process developed</p>	<p>2.10 Develop short and/or intermediate related performance measures for the specific LHJ defined objectives and activities that were implemented to improve access to early, adequate and high quality perinatal care and maternal health:</p> <p>2.10 Number of strategies developed/ 1 strategy</p> <p>Briefly describe the strategy</p> <p>Briefly describe the process for implementation and evaluation of the strategy.</p> <p>Briefly describe any policies implemented.</p> <p>Briefly describe outcomes of CQI/QA process and the method of measurement, if available</p>

Goal 3: Improve Infant Health

- **Reduce infant mortality and address disparities by promoting preconception health and health care and by preventing causes such as birth defects, low birth weight/prematurity, SIDS, and maternal complications in pregnancy ¹**

Long Term Outcome Objectives

- 3.a** Decrease the percentage of Low Birth Weight Live Births from a baseline of **9.87%** to **9.38%** by 2015.
HP 2020 MICH-8.1. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 3.b** Decrease the percentage of Very Low Birth Weight Live Births from a baseline of **1.0%** to **0.95%** by 2015.
(Workbook B #4) **HP 2020 MICH-8.2.**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 3.c** Decrease the percentage of Preterm Births (less than 37 weeks gestation) from a baseline of **14.79%** to **14.05%** by 2015.
HP 2020 MICH-9.1-9.4.
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 3.d** Decrease the rate of perinatal deaths (fetal and infant deaths from 28 wks gestation through 7 days after birth) from a baseline of **5.8** to **5.51** per 1,000 live births by 2015. (Workbook B #8) **HP 2020 MICH-1.2.**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 3.e** Decrease the rate of neonatal deaths (within the first 28 days of life) from a baseline of **1.9** to **1.8** per 1,000 live births by 2015. (Workbook B #9) **HP 2020 MICH- 1.4.**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 3.f** Decrease the rate of postneonatal deaths (between 28 days and 1 year) from a baseline of **7.8** to **7.41** per 1,000 live births by 2015. (Workbook B #10) **HP 2020 MICH-1.5.**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 3.g** Decrease the rate of infant deaths (birth to 1 year) from a baseline of **9.7** to **9.2** per 1,000 live births by 2015. (Workbook B #11) **HP 2020 MICH -1.3.**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 3.h** Maintain the status of no infant deaths due to SIDS by 2015. **HP 2020 MICH-1.8.** Source: LHJ statistics

Data Source

LHJ Coroner's Notification Card (CDPH 4411), California SIDS Program compliance monitoring reports, Death Statistical Master File, Birth Statistical Master File, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

Timelines

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Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
3.1-3.5 All infants will develop in an environment that maximizes their health	Assessment 3.1 Identify, and monitor trends in perinatal, neonatal, postneonatal and infant health outcomes.	Assessment 3.1 List and briefly describe trends in disparities and barriers related to perinatal, neonatal, postneonatal and infant health outcomes.	
	3.2 Identify and monitor local geographic areas and/or population groups that have high rates of poor perinatal, neonatal, postneonatal and infant health outcomes.	3.2 Briefly describe local geographic areas and/or population groups that have high rates of poor perinatal, neonatal, postneonatal and infant health outcomes.	
	3.3 Participate in collaboratives, coalitions, networks, etc., and develop products that address unmet needs to prevent poor perinatal, neonatal, postneonatal and infant health outcomes.	3.3 Submit Collaborative Form to document participation, objectives, activities and accomplishments of collaboratives and coalitions that address poor perinatal, neonatal, postneonatal and infant health outcomes.	3.3 List products developed to improve infant health outcomes and describe outcomes of dissemination. (List below)
	Policy Development 3.4 Review, revise and enact policies that enable the implementation of appropriate interventions to improve infant health.	Policy Development 3.4 Describe participation in the review and development of policy changes and corresponding systems changes that improve infant health.	Policy Development 3.4 Describe the impact of policy changes and corresponding systems changes that improve infant health.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	3.5 Work with community organizations to influence policy and address disparities in infant health.	3.5 Describe efforts to work with community organizations to influence policy and address disparities regarding infant health.	3.5 Describe results of efforts to address disparities in infant health outcomes.
3.6 All parents/caregivers of infants will provide a safe sleep environment for their infant	Assurance 3.6 Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services.	Assurance 3.6 (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	
	3.7 Attend the SIDS Annual Conference/ SIDS training(s) and other conferences/trainings related to infant health.	3.7 Provide staff member name and date of attendance at SIDS Annual Conference/training(s) and other conferences/trainings related to infant health.	3.7 Describe results of improved knowledge of staff trainings related to infant health
Insert Short and or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below			
3.8 Short and/or Intermediate SMART Outcome Objective(s) to promote infant health. One objective addressing SIDS risk reduction and community health education is required here. You may add additional infant health outcome objective(s)	3.8 Implement or participate in specific LHJ defined activities to promote SIDS risk reduction and health education materials to the community:	3.8 Develop process measures for the specific LHJ defined objectives and activities that were implemented to promote SIDS risk reduction and health education materials to the community:	3.8 Develop short and/or intermediate related performance measures for the specific LHJ defined objectives and activities that were implemented to promote SIDS risk reduction and health education materials to the community:

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>specific to the general objectives and activities above. Additional objectives may address local problems related to:</p> <ul style="list-style-type: none"> • SIDS/SUID • Prematurity/Low birth weight • Perinatal substance use <p>3.8 By June 30, 2014, 90% of Emergency Medical Services (EMS) personnel attending SIDS training will demonstrate increased knowledge of SIDS risk reduction activities and infant safe sleep practices and indicate at least one way they plan to use the information in their work</p>	<p>3.8 Coordinate with EMS Manager to provide training to Paramedics and EMTs on SIDS risk reduction.</p> <ul style="list-style-type: none"> • Develop training and evaluation tool using resources from the California SIDS center, the SIDS Center, and SIDS Project Impact. • Develop a process to measure knowledge change and intent to use the information in their work • Follow up with EMS Manager to offer TA and to determine changes in practice as a result of the training. • Encourage EMS personnel to share the educational materials with parents to promote the infant safe sleep education and SIDS risk 	<p>3.8 Brief description of trainings and process to measure increased knowledge.</p> <p>Describe challenges and solutions to implementing SIDS risk reduction activities.</p> <ul style="list-style-type: none"> • List technical assistance provided • Briefly describe the CQI process developed. 	<p>3.8 Number of EMS personnel who demonstrate increased knowledge about SIDS risk reduction activities and infant safe practices and indicate at least one way they will use the information in their work/ number of EMS personnel attending training</p> <p>Briefly describe the knowledge gained as a result of the trainings and how EMS personnel plan to implement SIDS risk reduction activities in their home or center.</p> <ul style="list-style-type: none"> • Describe the outcomes of the CQI process including methods of measurements and results

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	reduction <ul style="list-style-type: none"> Develop and implement a CQI process to monitor implementation of policies/processes, a regular feedback mechanism to continually improve the process and evaluate the impact 		

Goal 4: Improve Nutrition and Physical Activity

- **Promote healthy nutrition and physical activity among MCAH populations throughout the lifespan beginning with exclusive breastfeeding of infants to six months of age**

Long Term Outcome Objectives

(Choose one or more. Delete those not chosen.)

- 4.a** Maintain the percentage of any breastfeeding at the hospital at **100%** by 2015. **HP 2020 MICH -21**. Source: <http://fhop.ucsf.edu/fhop/data/SOW/MO-BFP-CountyofResidenceBreastfeedingbyRaceReport-2009.pdf>
- 4.b** Decrease the percentage of children less than age 5 who are overweight from a baseline of **14%** to **13.3%** by 2015. **HP 2020 NWS 10.0 (children age 2-5 yrs)**. Source: <http://fhop.ucsf.edu/fhop/data/SOW/PEDNSS 2-5 2009 final.xlsx>
- 4.c** Decrease the percentage of children age 5-19 who are overweight from a baseline of **37.9%** to **36.0%** by 2015. **HP 2020 NWS-10.4 (children and adolescents 5-19 yrs)**. Source: <http://fhop.ucsf.edu/fhop/data/SOW/PEDNSS 5-19 2009 final.xlsx>
- 4.d** Insert specific LHJ data collected, if applicable

Data Source

California Pediatric Nutrition Surveillance System, Genetic Disease Branch, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Descriptions and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Insert Short and/or Intermediate SMART Outcome Objective(s) to promote healthy nutrition and physical activity in the MCAH population.</p> <p>Add specific LHJ short and/or intermediate outcome objective(s) here. Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Exclusive breastfeeding initiation and duration • Overweight/obesity – children, adolescents, or women <p>LOCAL PRIORITY OBJECTIVE</p> <p>4.1 By June 30, 2014, a focus group of Food Day participants will demonstrate increased knowledge of the 75210 nutrition and physical activity concepts and indicate at least one way they will incorporate what they learned in their home.</p>	<p>4.1 Place any specific LHJ defined intervention activities to meet the Outcome Objective(s) here. Number each intervention activity sequentially, such as, 4.1, 4.2, 4.3, 4.4, etc.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefncs.htm</p> <p>4.1 Implement Food Day at the Mammoth High School MPR on October 24, 2013.</p> <ul style="list-style-type: none"> • Work with the Nutrition & Physical Activity Taskforce to plan Food Day. • Collaborate with Mammoth Unified School District, local restaurants, community speakers, and media outlets to develop Food Day program and media outreach. • Educate community about 75210 in the months leading up to Food Day and at the event. • Develop a process to measure knowledge change and intent to 	<p>Develop process measures for each specific LHJ defined intervention activity. Number sequentially to correspond with each intervention activity, such as, 4.1, 4.2, 4.3, 4.4, etc.</p> <p>4.1 Brief description of Food Day and media outreach.</p> <p>Briefly describe the process to measure knowledge change and the results of this process.</p> <p>Number of participants</p> <p>Briefly describe the focus group and process to measure knowledge change and intent to change behavior</p> <p>Briefly describe the process for implementation and evaluation of Food Day.</p>	<p>4.1 Develop short and/or intermediate outcome related performance measures for the specific LHJ defined objectives and activities</p> <p>4.1 Number of Food Day participants who demonstrate increased knowledge of the 75210 nutrition and physical activity concepts/ total number of Food Day participants.</p> <p>Number of Food Day participants who indicate at least one way they will incorporate what they learned in their home/ total number of Food Day participants</p> <p>Briefly describe types of knowledge change and intent to change behavior</p> <p>Report on the results of the evaluation</p>

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Descriptions and Measures	Short and/or Intermediate Outcome Measure(s)
	incorporate at what they learned in their home		of the event Briefly describe any policies implemented

Goal 5: Improve Child Health

- **Support the physical, socio-emotional, and cognitive development of children, including the prevention of injuries, through the implementation of prevention, early identification and intervention strategies**¹

**Long Term Outcome Objectives
(Choose one or more. Delete those not chosen.)**

- 5.a Decrease the rate of deaths age 1-14 per 100,000 from a baseline of **30.1** to **28.6** by 2015. **HP 2020 MICH 3-4**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 5.b Increase the percentage of children age 2-11 who have been to the dentist in the past year from a baseline of **86.5%** to **90.8%** by 2015. **HP 2020 OH-7**. Source: http://familymedicine.medschool.ucsf.edu/fhop/docs/excel/mcah_t5/t5_18_dental_vis.xls
- 5.c Decrease the rate of asthma hospitalizations for children age 0-4 per 10,000 from a baseline of **30.3** to **28.8** 2015. **HP 2020 RD -2.1**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 5.d Decrease the rate of asthma hospitalizations for children age 5-17 per 10,000 from a baseline of **9.2** to **8.7** by 2015. **HP 2020 RD -2.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 5.e Decrease the rate of mental health hospitalizations for children age 5-14 per 10,000 from a baseline of **4.2** to **4.0** by 2015. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 5.f Decrease the rate of non-fatal injury hospitalizations for children age 0-14 per 10,000 from a baseline of **32.8** to **31.16** by 2015. **HP 2020 IVP 1.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 5.g Decrease the rate of non-fatal motor vehicle accident injuries for children age 0-14 per 100,000 from a baseline of **633** to **601.4** by 2015. **HP 2020 IVP 14**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm (see Workbook B indicator 24a)
Decrease the rate of non-fatal injury hospitalizations for motor vehicle accidents age 0-14 per 10,000 from a baseline of **1.4** to **1.3** by 2015. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 5.h Decrease the rate of children living in foster care each January per 1,000 from a baseline of **1.3** to **1.2** by 2015. Source: http://fhop.ucsf.edu/fhop/data/SOW/Children in Foster Care_2010.xls
- 5.i Decrease the percentage of children age 0-17 living in poverty from a baseline of **14.4%** to **13.7%** by 2015. Source: http://fhop.ucsf.edu/fhop/data/SOW/Poverty Rates CA Counties 0-17_2009.xlsx
- 5.j Insert specific LHJ data collected, if applicable

Data Source

OSHPD Patient Discharge Data, California Highway Patrol Statewide Integrated Traffic Records System, California Department of Social Services, Child Welfare Dynamic Report System, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Insert Short and/or Intermediate SMART Outcome Objective(s) to improve the physical, socio-emotional, and cognitive development of children.</p> <p>Add specific LHJ short and/or intermediate outcome objective(s) here. Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Childhood Injury • Child abuse • Oral health 	<p>5.1 Place specific LHJ defined intervention activities to meet the Outcome Objective(s) here. Number each intervention activity sequentially, such as, 5.1, 5.2, 5.3, 5.4, etc.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p>	<p>Develop process measures for each specific LHJ defined intervention activity. Number sequentially to correspond with each intervention activity, such as, 5.1, 5.2, 5.3, 5.4, etc.</p>	<p>5.1 Develop short and/or intermediate outcome related performance measures for the specific LHJ defined objectives and activities</p>

Goal 6: Improve Adolescent Health

- **Promote positive youth development strategies to support the physical, mental, sexual and reproductive health of adolescents** ¹

Long Term Outcome Objectives

(Choose one or more. Delete those not chosen.)

- 6.a Maintain the birth rate among adolescent females age 10-14 at **0** by 2015
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 6.b Decrease the birth rate among adolescent females age 15-17 from a baseline of **18.32** to **17.40** by 2015. **HP 2010. FP 8.1 (pregnancy rate).**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 6.c Decrease the birth rate among adolescent females age 18-19 from a baseline of **48.86** to **46.42** by 2015. **HP 2010 FP 8.1 (pregnancy rate).**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 6.d Decrease the birth rate among adolescent females age 15-19 from a baseline of **29.31** to **27.85** by 2015.
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 6.e Decrease the rate of Chlamydia per 1,000 females age 15-19 from a baseline of **2,006.0** to **1,905.7** by 2015. **HP 2020 STD 1.1 (females 15-24 yrs.).**
Source: http://familymedicine.medschool.ucsf.edu/fhop/docs/pdf/mcah_t5/CA_LHJ_STDDATA_2009.pdf
- 6.f Decrease the rate of asthma hospitalizations for children age 5-17 per 10,000 from a baseline of **9.2** to **8.7** by 2015. **HP 2020 RD 2.2.**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 6.g Decrease the rate of deaths age 15-19 per 100,000 from a baseline of **69.6** to **66.1** by 2015. **HP 2020 MICH 4.2.**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 6.h Decrease the rate of mental health hospitalizations for adolescents age 15-19 per 10,000 from a baseline of **27.8** to **26.4** by 2015.
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 6.i Decrease the rate of non-fatal injury hospitalizations for adolescents age 15-24 per 10,000 from a baseline of **112.78** to **107.14** by 2015. **HP 2020 IVP 1.2.**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 6.j Decrease the rate of non-fatal motor vehicle accident injuries age 15-24 per 100,000 from a baseline of **2,070** to **1,967** by 2015. **HP 2020 IVP – 14.**
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm (see Workbook B indicator 24b)
- 6.k Decrease the rate of non-fatal injury hospitalizations for motor vehicle accidents age 15-24 per 10,000 from a baseline of **9.0** to **8.55** by 2015.
Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm
- 6.l Decrease the percentage of children age 0-17 living in poverty from a baseline of **14.4%** to **13.7%** by 2015.
Source: <http://fhop.ucsf.edu/fhop/data/SOW/Poverty Rates CA Counties 0-17 2009.xlsx>
- 6.m Insert specific LHJ data collected, if applicable

Data Source

OSHPD Patient Discharge Data, California Highway Patrol Statewide Integrated Traffic Records System, California Department Social Services, Child Welfare Dynamic Report System, U.S. Census Bureau, LHJ specific statistics, if applicable

Goal 6: Improve Adolescent Health

- Promote positive youth development strategies to support the physical, mental, sexual and reproductive health of adolescents ¹

**Healthy People 2020
Objectives**

<http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf>

Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures <i>(Report on these measures in the Annual Report)</i>	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Insert Short and/or Intermediate SMART Outcome Objective(s) to promote positive youth development.</p> <p>Add specific LHJ short and/or intermediate outcome objective(s) here. Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Adolescent sexual health • Adolescent pregnancy • Adolescent injuries • Adolescent violence • Adolescent mental health 	<p>6.1 Place specific LHJ defined intervention activities to meet the Outcome Objective(s) here. Number each intervention activity sequentially, such as, 6.1, 6.2, 6.3, 6.4, etc.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p>	<p>Develop process measures for each specific LHJ defined intervention activity. Number sequentially to correspond with each intervention activity, such as, 6.1, 6.2, 6.3, 6.4, etc.</p>	<p>6.1 Develop short and/or intermediate outcome related performance measures for the specific LHJ defined objectives and activities</p>

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 201326
 Previous Contract Number (if applicable): 201226
 Contractor's Name: Mono County Health Department
 Contractor's Complete Address: P.O. Box 3329
Mammoth Lakes, CA 93546
 Contractor's Contact Person: Sandra Pearce, PHN, MCAH Director
 Contact's Telephone Number: 760-24-1818

Date Current Contract Expires: 6/30/14
 CDPH Program Name: MCAH
 CDPH Program Contract Manager: Jonathan Alspektor
 CDPH Program Address: 1615 Capital Ave, MS 83 P.O. Box 997420
Sacramento, CA 95899-7420
 CDPH Program Contract Manager's Telephone Number: 916-650-0355
 Date of this Report: 10-2-13

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL— PROGRAM USE ONLY
	1	Dell Latitude E6520 computer, mouse and docking statio	\$ 1000.91		9/14/2012	1P8QGV1	
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INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to: (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.4.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property:

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Part-Time Temporary Position - Class Coordinator for CSA #1	

AGENDA DESCRIPTION:

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

Proposed Resolution #R-13____, authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary Appointment Community Center Class Coordinator for CSA #1 in the County Administrative Office and to Authorize the County Administrative Officer to Fill Said Allocated Position.

RECOMMENDED ACTION:

Adopt proposed resolution #R13-____, authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of a Temporary Appointment Community Center Class Coordinator for CSA #1 in the County Administrative Office and to Authorize the County Administrative Officer to Fill Said Allocated Position. Provide any desired direction to staff.

FISCAL IMPACT:

\$4000 out of CSA #1 funds. Budget amendments will be made during midyear.

CONTACT NAME: Bill Van Lente

PHONE/EMAIL: 760-932-5413 / bvanlente@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Staff report](#)

 [Proposed resolution](#)

History

Time	Who	Approval
12/11/2013 4:59 PM	County Administrative Office	Yes
12/11/2013 4:03 PM	County Counsel	Yes
12/11/2013 4:40 PM	Finance	Yes



COUNTY OF MONO – *County Administrative Office*

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 · FAX (760) 932-5411**

Bill Van Lente, MBA, PsyD
Director, Human Resources/Risk Management
760.932.5413

To: Board of Supervisors
From: Bill Van Lente, Director of Human Resources/Risk Management
Date: December 17, 2013
Re: Community Center Class Coordinator (CSA #1)

Recommendation

Approve proposed Resolution Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of a Community Center Class Coordinator for County Service Area #1 and to Authorize the County Administrative Officer to fill Said Allocated Position. Provide any desired direction to staff.

Discussion

The County Service Area #1 Board has recommended and requested that the County retain a part-time individual to assist in coordinating the program of community educational and enrichment classes which are now being offered at the Crowley Lake Community Center. The CSA #1 Board has approved payment of the costs for this position out of the CSA #1 fund.

In response to that request, the proposed resolution would create the part-time position of "Community Center Class Coordinator for CSA #1" within the County's list of allocated positions. The position would be "temporary," as defined in the Mono County Personnel Rules, and would provide a maximum of ten hours of service per month

Fiscal Impact

\$4000 out of CSA #1 funds. Budget amendments will be made during midyear.

If you have any questions regarding this item prior to your meeting, please call me at 760-932-5413.



RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY
OF MONO LIST OF ALLOCATED POSITIONS TO REFLECT THE ADDITION OF A
COMMUNITY CENTER CLASS COORDINATOR FOR COUNTY SERVICE AREA #1
IN THE OFFICE OF THE COUNTY ADMINISTRATIVE OFFICER AND TO AUTHORIZE
THE COUNTY ADMINISTRATIVE OFFICER TO FILL SAID ALLOCATED POSITION**

WHEREAS, it is important for the County of Mono to maintain an accurate, current listing, of County Job Classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications; and

WHEREAS, it is important to for the County to pay close attention to providing public services in the most economical manner which is reasonably possible and this includes meeting public services needs as expeditiously as possible; and

WHEREAS, it is currently necessary to adopted an amended Allocation List of Authorized Positions as part of maintaining proper accountability for hiring employees to perform public services; and

WHEREAS, the List of Allocated Positions, is a vital official record in establishing the Job Classifications and the number of positions authorized for each County Department; identifying approved vacancies for recruitment and selection by Human Resources; determining authorized employee pay rates; and recognizing implementation of collective bargaining agreements related to job classifications and pay rates;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES as follows:

1. The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following change:

Increase the allocation of part-time, temporary, un-benefitted Community Center Class Coordinator for County Service Area #1 in the Office of the County Administrative Officer by 1 (new total of 1). Salary range of \$20.00– 25.00/hour.

2. The County Administrative Officer, or his or her designee, is authorized to fill said allocated position as needed by the CAO's Office.

//

//

1 PASSED AND ADOPTED this 17th day of December, 2013, by the following

2 Vote:

3 AYES :
4 NOES :
5 ABSTAIN :
6 ABSENT :

7 ATTEST: _____
8 Clerk of the Board BYNG HUNT, Chair
9 Board of Supervisors

10 APPROVED AS TO FORM:

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12 _____
13 COUNTY COUNSEL

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Part-Time Temporary Position - Wellness Center Associates	

AGENDA DESCRIPTION:

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

Proposed Resolution R-13-__ Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of up to Three Temporary Appointment Wellness Center Associates in the Behavioral Health Department and to Authorize the County Administrative Officer to Fill Said Allocated Positions.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impact at this time. Upon filling the positions, possible budget amendment to change contract services to employee services.

CONTACT NAME: Bill Van Lente, Robin Roberts

PHONE/EMAIL: 760-932-5413 (Van Lente) 760-924-1729 (Roberts) / bvanlente@mono.ca.gov; rroberts@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Proposed resolution](#)

History

Time	Who	Approval
12/11/2013 2:57 PM	County Administrative Office	Yes
12/11/2013 3:08 PM	County Counsel	Yes
12/11/2013 4:39 PM	Finance	Yes



COUNTY OF MONO – County Administrative Office
P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5412 · FAX (760) 932-5411

Bill Van Lente, MBA, PsyD
Director, Human Resources/Risk Management
760.932.5413

To: Board of Supervisors

From: Bill Van Lente, Director of Human Resources/Risk Management
Robin Roberts, Behavioral Health Director

Date: December 17, 2013

Re: Wellness Center Associates

Recommendation

Approve proposed Resolution Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Reflect the Addition of Up to Three Wellness Center Associates in the Behavioral Health Department and to Authorize the County Administrative Officer to fill Said Allocated Positions. Provide any desired direction to staff.

Discussion

The Department of Behavioral Health currently utilizes the services of various individuals to provide educational classes and other types of services at its Wellness Center in Mammoth Lakes. These services are paid for with Mental Health Services Act (MHSA) Funds. No County General Fund money is utilized.

The individuals, and the services provided, vary over time (there have been photography classes, nature writing classes, yoga instruction, youth programs, etc.). Each individual, acting as an independent contractor, typically provides between one and ten hours per week of service. The classes or services have run for periods of a few weeks to up to a year or more.

Without increasing the number of service providers at any given time, or increasing the cost of its program, the Behavioral Health Department would like to have the option to provide some of these services utilizing part-time, temporary, non-benefitted, temporary employees – rather than independent contractors -- in order to broaden the pool of individuals available to provide these wellness activities.

The proposed resolution would accomplish this by adding up to three "Wellness Center Associates" to the County's list of allocated positions. These positions would be "at-will," part-time, and unbenefitted. The positions would be filled on an "as-needed" basis in accordance with the County's personnel rules as opportunities for a class, or other enrichment activity or service, arises. Again, this would not increase the total number of individuals providing services at the Wellness Center, the length of time in which any individual provides services, or the program cost -- it would simply diversify the pool of individuals eligible to provide these ongoing services.

Fiscal Impact

No fiscal impact at this time. Upon filling the positions, possible budget amendment to change contract services to employee services.

If you have any questions regarding this item prior to your meeting, please call me at 760-932-5413.



RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY
OF MONO LIST OF ALLOCATED POSITIONS TO REFLECT THE ADDITION OF UP TO
THREE WELLNESS CENTER ASSOCIATES IN THE BEHAVIORAL HEALTH DEPARTMENT
AND TO AUTHORIZE THE COUNTY ADMINISTRATIVE OFFICER TO FILL SAID
ALLOCATED POSITIONS.**

WHEREAS, it is important for the County of Mono to maintain an accurate, current listing, of County Job Classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications; and

WHEREAS, it is important to for the County to pay close attention to providing public services in the most economical manner which is reasonably possible and this includes meeting public services needs as expeditiously as possible; and

WHEREAS, it is currently necessary to adopt an amended Allocation List of Authorized Positions as part of maintaining proper accountability for hiring employees to perform public services; and

WHEREAS, the List of Allocated Positions, is a vital official record in establishing the Job Classifications and the number of positions authorized for each County Department; identifying approved vacancies for recruitment and selection by Human Resources; determining authorized employee pay rates; and recognizing implementation of collective bargaining agreements related to job classifications and pay rates;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES as follows:

1. The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following change:

Increase the allocation of part-time, temporary, un-benefitted Wellness Center Associates in the Department of Behavioral Health by three (new total 3). Salary range of \$15.00-\$25.00/hour.

2. The County Administrative Officer, or his or her designee, is authorized to fill said allocated position as needed by the Department of Behavioral Health.

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1 PASSED AND ADOPTED this 17th day of December,2013, by the following

2 Vote:

3 AYES :
4 NOES :
5 ABSTAIN :
6 ABSENT :

7 ATTEST: _____
8 Clerk of the Board BYNG HUNT, Chair
9 Board of Supervisors

10 APPROVED AS TO FORM:

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12 _____
13 COUNTY COUNSEL

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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 17, 2013 **DEPARTMENT**

ADDITIONAL DEPARTMENTS

TIME REQUIRED

SUBJECT Fettes Letter Regarding Sage-Grouse Issue **PERSONS APPEARING BEFORE THE BOARD**

AGENDA DESCRIPTION:

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

Correspondence dated 12/5/13 from Ian Fettes in June Lake, CA providing comments after attending the recent 12/3/13 Board meeting and specifically, the Sage-Grouse agenda item.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Fettes Letter](#)

History

Time	Who	Approval
12/11/2013 11:43 AM	Clerk of the Board	Yes

To:

The Board of Supervisors

Mono County

California

December 5th. 2013

RECEIVED
DEC 11 2013
OFFICE OF THE CLERK

Subject: The Sage Hen Saga

Dear Board,

If I may introduce myself, I operate High Sierra Jeep & Snowmobile Adventures out of June Lake. I attended the Board Meeting on Tuesday, 3rd. Dec. for the purpose of listening, and maybe asking a few questions, as I had very little prior knowledge on the subject in question.

I found that my questions were asked, and in the main, answered by those present and I was extremely impressed by the preparation, insightfulness and eloquence exhibited by the Board.

My conclusions formed from this meeting are as follows:

The Sage Hen population was virtually non-existent prior to the settlement of Mono County. As the predominantly ranching & farming community expanded, so did the Sage Hen population. As the ranching/farming community has contracted, so has the Sage Hen population.

The predators of the Sage Hen - namely the Raven and the Coyote - have increased their numbers dramatically. The Raven population has increased by hundreds of percent - 600% in Nevada. We all see around us that the Coyote population is doing very well.

Given that 90-plus percent of the County is Federal land, the Sage Hen appears to almost exclusively reside on private farm land. The historical evidence suggests a pattern. Pre-settlement - no Sage Hens, peak farming - peak Sage Hen

population, decline in farming - decline in Sage Hen population. Conclusion: Sage Hens like Farmers.

Now, if you want to talk about Endangered Species, how about the poor off-roader? He has had his habitat progressively and systematically reduced - to the extent that extinction is a distinct possibility. It appears from the discussion that the off-roader presents little or no threat to the Sage Hen. Are the two of them on a parallel path down the road to elimination? Is there a connection here?

My suggestions to resolve this issue are:

1. Don't shoot Sage Hens.
2. Do shoot Ravens and Coyotes.
3. Support Farmers and Ranchers.
4. Give the off-roader protection under the Endangered Species Act.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Ian Fettes', with a long horizontal flourish extending to the right.

Ian Fettes,

High Sierra Jeep & Snowmobile Adventures



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Town of Mammoth Lakes Request for 4th of July Funding	

AGENDA DESCRIPTION:

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

Letter from Rick Wood, Mayor for the Town of Mammoth Lakes, requesting funding support for the 4th of July celebration and fireworks show.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Shannon Kendall
PHONE/EMAIL: x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
 [TOML 4th letter](#)

History

Time	Who	Approval
12/6/2013 3:14 PM	Clerk of the Board	Yes



Town of Mammoth Lakes

Town Manager

P.O. Box 1609 Mammoth Lakes, CA 93546

Phone (760) 934-8989 ext 228, Fax 934-7493

December 2, 2013

Jim Leddy, County Administrative Officer
Mono County
PO Box 696
Bridgeport, CA 93517-0696

RE: Mono County Support for July 4th Celebration

Dear Jim,

On November 20, 2013 the Town Council took action in support of making a request to Mono County in support of the 2014 July 4th Celebration and Fireworks show. The request is for a matching contribution equal that of the Town's to support the Fireworks show in an amount of \$5,000. The Town provides an additional \$5,000 for the pops in the park.

The July 4th event held at Crowley Lake is a wonderful community event, enjoyed by our residents and visitors alike. As you are aware, the Town has supported this event in the past, but due to financial limitations has reduced our support this year. A number of local businesses, the Chamber and individuals have come together to support this regional event and we believe will provide the majority of the funding. Having the Town and County jointly participate demonstrates not only our willingness to work together on a community event but bring us together as partners with the local business community for a common purpose.

I understand funding is tight for each of us and that setting precedence for such commitments is a concern. It is the Town's desire that this be a one-time commitment made in recognition of the recent financial limits placed on the Town, while expressing support for an ongoing community tradition. While we are requesting a matching allocation of \$5,000, any support you can provide will be greatly appreciated, including in-kind support.

If I can provide you with any additional information, please feel free to contact me at (760) 822-5845 or through Dan Holler, Town Manager. Thank you in advance for your consideration.

Sincerely,

Rick Wood, Mayor

CC: City Council
Dan Holler, Interim Town Manager



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Robin Roberts
SUBJECT	Allocation and Appointment of Case Manager I/II		

AGENDA DESCRIPTION:

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

Resolution #R13-_____, authorizing the county administrative officer to amend the County of Mono list of allocated positions to reflect the addition of a Case Manager I/II in the Behavioral Health Department and to authorize the County Administrative Officer to fill said allocated position.

RECOMMENDED ACTION:

Adopt proposed resolution #R13-_____, authorizing the county administrative officer to amend the County of Mono list of allocated positions to reflect the addition of a Case Manager I/II in the Behavioral Health Department and to authorize the County Administrative Officer to fill said allocated position.. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact to the general fund. This position will provide revenue to Behavioral Health through billing to Medi-Cal Total Cost: \$68,050.62/year; Salary \$41,472.00; PERS \$7,907.47; Benefits \$18,671.15. There are sufficient savings from vacant budgeted positions to cover the cost of this position.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760.924.1740 /

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Staff Report](#)

History

Time	Who	Approval
12/11/2013 9:11 AM	County Administrative Office	Yes
12/12/2013 8:57 AM	County Counsel	Yes
12/10/2013 4:27 PM	Finance	Yes



Office Of The . . .

MONO COUNTY MENTAL HEALTH, ALCOHOL AND DRUG PROGRAMS

COUNTY OF MONO

P.O. BOX 2619 • MAMMOTH LAKES, CA 93546 (760) 924-1740 • FAX (760) 924-1741

December 5, 2013

TO: Honorable Board of Supervisors of Mono County
FROM: Robin Roberts, Director of Behavioral Health
SUBJECT: Allocation for Full time Case Manager I/II

Recommended Action:

Adopt proposed resolution authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of a Case Manager I/II in the Behavioral Health Department and to authorize the County Administrative Officer to fill said allocated position.

Discussion:

In an effort to move toward providing increasingly effective and recovery based services to our clients, we have moved to a case management emphasis within our program and need the additional position allocated in order to provide essential services. Additionally since 2012, as we have increased our visibility in the county, our case load has increased by 55%, which has strained our two current case manager's case loads. Adding a full time Case Manager position will allow us to better serve all of our consumers, and particularly those in the Walker/Coleville and Benton areas.

Although we have a good internal candidate, we are also looking competitively to ensure we select the best available person for this important role.

Fiscal Impact:

There is no fiscal impact to the general fund.

This position will provide revenue to Behavioral Health through Medi-Cal billings.

Total cost of position is: \$68050.00 of which \$41,472.00 is salary, \$7,907.47 is PERS contribution and \$18,671.15 is benefits

If there are any questions regarding this item, please contact Robin Roberts, 760.924.1740



RESOLUTION NO. R13-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE COUNTY
OF MONO LIST OF ALLOCATED POSITIONS TO REFLECT THE ADDITION OF A CASE
MANAGER I/II IN THE BEHAVIORAL HEALTH DEPARTMENT AND TO AUTHORIZE
THE COUNTY ADMINISTRATIVE OFFICER TO FILL SAID ALLOCATED POSITION.**

WHEREAS, it is important for the County of Mono to maintain an accurate, current listing, of County Job Classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications; and

WHEREAS, it is important to for the County to pay close attention to providing public services in the most economical manner which is reasonably possible and this includes meeting public services needs as expeditiously as possible; and

WHEREAS, it is currently necessary to adopted an amended Allocation List of Authorized Positions as part of maintaining proper accountability for hiring employees to perform public services; and

WHEREAS, the List of Allocated Positions, is a vital official record in establishing the Job Classifications and the number of positions authorized for each County Department; identifying approved vacancies for recruitment and selection by Human Resources; determining authorized employee pay rates; and recognizing implementation of collective bargaining agreements related to job classifications and pay rates;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES as follows:

1. The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following change:

Increase the allocation of a full-time Case Manager I/II in the Department of Behavioral Health by [1] (new total of 3) (salary range Case Manager I: \$3,132 - \$3,807 or \$18.07 - \$21.96/hr., Case Manager II: 58: \$3,456 - \$4,201 or \$19.94 - \$24.24 /hour).

Decrease the allocation of Rehabilitation Specialist I in the Department of Behavioral Health by 1 (new total of 0).

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2. The County Administrative Officer, or his or her designee, is authorized to fill said allocated position as needed by the Department of Behavioral Health.

PASSED AND ADOPTED this 17th day of December 2013, by the following

Vote:

AYES :
NOES :
ABSTAIN :
ABSENT :

ATTEST: _____
Clerk of the Board

BYNG HUNT, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	30 minutes (10 minute presentation, 20 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Rose Glazier/Leslie Chapman
SUBJECT	Treasury Oversight Committee		

AGENDA DESCRIPTION:

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

Proposed resolution of the Mono County Board of Supervisors Establishing Treasury Oversight Committee.

RECOMMENDED ACTION:

1. Adopt proposed resolution #R13-____, establishing Treasury Oversight Committee; 2. Nominate Board of Supervisor member to sit on Treasury Oversight Committee; 3. Confirm/approve nominated members to sit on Treasury Oversight Committee; 4. Approve mileage reimbursement for board members for quarterly meeting at the IRS rate (currently \$.565 per mile), the estimated cost is \$260.00 quarterly or \$1,040.00 annually; and, 5. Provide any desired direction to staff.

FISCAL IMPACT:

Expenses including mileage reimbursements and the cost of the annual audit are estimated to be a total of approx. \$4,000 and will be paid from interest earnings before distribution to the Treasury participants.

CONTACT NAME: Rose Glazier

PHONE/EMAIL: 7609325483 / rglazier@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

 [TOC Staff Report](#)

 [Resolution](#)

History

Time	Who	Approval
12/9/2013 8:45 AM	County Administrative Office	Yes
12/11/2013 2:50 PM	County Counsel	Yes
12/5/2013 3:49 PM	Finance	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

P.O. BOX 495, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5480 • FAX (760) 932-5481

*Leslie L. Chapman, CPA
Finance Director*

*Rosemary Glazier
Assistant Finance Director
Treasurer/Tax Collector*

Date: December 10, 2013
To: Honorable Board of Supervisors
From: Rosemary Glazier, Assistant Director of Finance
Subject: Treasury Oversight Committee

Recommended Action:

- (1) Per Government Code Section 27130, Adopt a resolution establishing a Treasury Oversight Committee,
- (2) Nominate a seated Member from the Board of Supervisors to sit on the Treasury Oversight Committee, and
- (3) Per Government Code Section 37131 (a) Confirm nominated members to sit on the Treasury Oversight Committee

Fiscal Impact:

Expenses including mileage reimbursements and the cost of the annual audit are estimated to be a total of approx. \$4,000 and will be paid from interest earnings before distribution to the Treasury participants.

Discussion:

Mono County used to have an oversight committee that was dissolved in 2007 when changes to the Government Code made the committee optional. Based on direction from your Board, the Finance Department is bringing forth this request to re-establish the committee. We are pleased to present the following slate of nominees that were chosen because they are required by the Government Code, affiliated with an organization that participates in the County Treasury or they responded to an advertisement that was published in the local papers:

- (a) Leslie L. Chapman, CPA, Mono County Finance Director
- (b) Rosemary Glazier, Asst. Finance Director, Treasurer/Tax Collector
- (c) Caty Ecklund, Chief Business Officer, ESUSD
- (d) Michael Grossblatt, Long Valley Fire Dept.
- (e) Olga Gilbert, Antelope Valley Fire Dept.
- (f) Brooke Bien, Business Manager, Mammoth Unified School District
- (g) George R. Savage, Retired CPA/Court Fiscal Officer
- (h) Pending Member (Board of Supervisors)

This is an advisory committee that will review and make recommendations for updating the policy annually. They will also review the investments and return on investments and make suggestions for changes in the portfolio.

We are extremely grateful to the above slate of nominees for their willingness to serve and enthusiasm towards the mission of the newly proposed Mono County Treasury Oversight Committee.



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**RESOLUTION NO. R13-
BOARD OF SUPERVISORS, COUNTY OF MONO
RESOLUTION OF THE MONO COUNTY BOARD OF
SUPERVISORS ESTABLISHING TREASURY
OVERSIGHT COMMITTEE**

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WHEREAS, the State Legislature has declared that the creation of a county treasury oversight committee will promote the public interest by involving depositors, enhancing the security and investment return on their funds by providing a more stable and predictable balance for investment by establishing criteria for the withdrawal of funds, and

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WHEREAS, the Board of supervisors in each county may, if the county is investing surplus funds, establish a county treasury oversight committee. The Board of Supervisors, in consultation with the county treasurer, shall determine the exact size of the committee, which shall consist of 3 – 11 members, and the categories from which the members shall be represented, as specified in subdivision (a) to (g), inclusive, of Section 27132. Members shall be nominated by the treasurer and confirmed by the Board of Supervisors.

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NOW, THEREFORE, THE BOARD OF SUPERVISORS HEREBY RESOLVES:

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1. The County Treasury Oversight Committee is hereby established and shall consist of eight members representing the following categories:
 - a. One member or other representative of the Board of Supervisors
 - b. The County Finance Director
 - c. The County Assistant Finance Director, Treasurer/Tax Collector, representing the category of county treasurer
 - d. The County Superintendent of Schools or designee
 - e. Four members of the public appointed by the Board of Supervisors.
 2. The Committee and its members shall conduct their affairs in accordance with all applicable statutory requirements (see Government Code §§ 27130 through 27137).

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APPROVED AND ADOPTED this * day of *, 2013, by the following vote of the Board of Supervisors, County of Mono:

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AYES :

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NOES :



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ABSENT :

ABSTAIN :

**BYNG HUNT, CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MONO**

ATTEST:

APPROVED AS TO FORM:

**LYNDA ROBERTS
CLERK OF THE BOARD**

**MARSHALL RUDOLPH
COUNTY COUNSEL**



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	20 minutes (5 minute presentation, 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Vianey White
SUBJECT	Cemetery Update and Budget Amendment		

AGENDA DESCRIPTION:

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

Status updates for all Mono County cemeteries and request for budget amendments to achieve road structure and drainage system improvements at the Bridgeport cemetery.

RECOMMENDED ACTION:

1. Hear presentation from Vianey White regarding the status on all Mono County cemeteries. 2. Amend the 2013/2014 CSA #5 budget (fund 735) by increasing Land & Improvements (Object Code 5201) and decreasing contingencies (9101) by \$20,000 (4/5s vote required) 3. Amend the 2013/2014 Cemetery budget (fund 610) by increasing Donations & Contributions (Object code 1705) and Land & Improvements (Object Code 5201) by \$38,000 (4/5s vote required). There is sufficient fund balance available in the Cemetery fund to cover the \$18,000 difference. 4. Accept contribution of \$20,000 from CSA #5 for improvements to the road structure and drainage system at the Bridgeport cemetery.

FISCAL IMPACT:

There is no impact to the County General Fund and with the donation of \$20,000, there is sufficient funding in the Cemetery enterprise fund to cover the currently proposed expenditure of \$38,000.

CONTACT NAME: Leslie Chapman/Vianey White

PHONE/EMAIL: 760-932-5494, 760-932-5446 / lchapman@mono.ca.gov, vwhite@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Staff Report](#)

History

Time	Who	Approval
12/11/2013 9:10 AM	County Administrative Office	Yes
12/10/2013 10:55 AM	County Counsel	Yes
12/6/2013 10:36 AM	Finance	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Rosemary Glazier
Assistant Finance Director
Treasurer-Tax Collector

Leslie L. Chapman, CPA
Finance Director

Roberta Reed
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

To: Honorable Board of Supervisors
From: Leslie Chapman, Vianey White
Date: December 17, 2013
Re: Cemetery status updates and budget amendments for Bridgeport Cemetery improvements

Subject:

Status updates for all Mono County cemeteries and request for budget amendments to achieve road structure and drainage system improvements at the Bridgeport cemetery.

Recommendation:

1. Hear presentation from Vianey White regarding the status on all Mono County cemeteries.
2. Amend the 2013/2014 CSA #5 budget (fund 735) by increasing Land & Improvements (Object Code 5201) and decreasing contingencies (9101) by \$20,000 (4/5s vote required)
3. Amend the 2013/2014 Cemetery budget (fund 610) by increasing Donations & Contributions (Object code 1705) and Land & Improvements (Object Code 5201) by \$38,000 (4/5s vote required). There is sufficient fund balance available in the Cemetery fund to cover the \$18,000 difference.
4. Accept contribution of \$20,000 from CSA #5 for improvements to the road structure and drainage system at the Bridgeport cemetery.

Background:

This item is the result of staff's creative thinking and proactive problem solving. One of the ongoing challenges of declining budgets and conditions at the local cemeteries is the need for improvements to road structures and drainage. Vianey White, who has been looking for solutions for some time approached the Bridgeport based CAS #5, presented the problem and asked for support, which they graciously granted. The details of the problems and proposed solution will be presented at the Board meeting.

Additionally, since the topic of cemeteries came up during public session at the December 3rd Board of Supervisor's meeting; staff deemed this to be an appropriate time to present an overall cemetery update.

Fiscal Impact:

There is no impact to the County General Fund and with the donation of \$20,000, there is sufficient funding in the Cemetery enterprise fund to cover the currently proposed expenditure of \$38,000.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Contract Amendment with Triad-Holmes Associates for Engineering, Inspection, and Surveying Services		

AGENDA DESCRIPTION:

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

Amendment of existing "as-needed" contract with Triad-Holmes Associates to increase contract limit and remove annual dollar limitations to accommodate engineering and surveying work for the June Lake Streets project.

RECOMMENDED ACTION:

Amend "as-needed" contract with Triad-Holmes Associates for engineering, inspection, and surveying services to increase the contract limit from \$183,000 to \$250,000 for services provided over the next three years and to eliminate the annual dollar limit. 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, provided such amendments do not cause spending on any project to exceed the budgeted authority. Provide any desired direction to staff.

FISCAL IMPACT:

Projects requiring these services are generally road projects funded by the State Transportation Improvement Program (STIP), Proposition 1B, or a zone of benefit. Contractor payments will not impact the General Fund.

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.932.5457 / ghigerd@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Staff Rpt and Amendment](#)

History

Time	Who	Approval
12/11/2013 9:11 AM	County Administrative Office	Yes
12/10/2013 12:53 PM	County Counsel	Yes
12/11/2013 9:44 AM	Finance	Yes



MONO COUNTY

DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: December 17, 2013

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, Assistant Public Works Director

Re: Contract Amendment with Triad-Holmes Associates for Engineering, Inspection, and Surveying Services

Recommended Action:

Amend “as-needed” contract with Triad-Holmes Associates for engineering, inspection, and surveying services to increase the contract limit from \$175,000 to \$250,000 for services provided over the next three years and to eliminate the annual dollar limit. 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, provided such amendments do not cause spending on any project to exceed the budgeted authority.

Fiscal Impact:

Projects requiring these services are generally road projects funded by the State Transportation Improvement Program (STIP), Proposition 1B, or a zone of benefit. The June Lake Streets Rehabilitation Project is completely STIP funded and contractor payments will not impact the General Fund.

Background:

Road rehabilitation projects require engineering and surveying services before construction funding can be approved and the work can be advertised for bid. In spring of 2013 the Department of Public Works issued a Request for Qualifications for engineering and surveying services on an as-needed basis over the next three years. Statements of Qualifications were reviewed from several interested firms and as-needed contracts were awarded to the highest qualified firms. These contracts allow us to efficiently hire consultants to perform work that best meets their qualifications and the County’s needs.

Public Works solicited proposals from three of these pre-qualified firms for engineering and surveying services for the June Lake Streets Rehabilitation Project (the “Project”). Based on a review of those proposals, it has been determined that Triad-Holmes Associates is the most qualified to complete the Project, and can do so for a reasonable cost. While the County has an existing “as-needed” contract with Triad-Holmes, the contract limit is \$175,000. The total time-and-materials budget for the Project is \$181,200 (not-to-exceed). Triad-Holmes is also performing \$6,800 in other as-needed work pursuant to the “as-needed agreement” so increasing the existing contract limit to \$250,000 will allow the June Lake Streets work to be

completed, and will leave \$62,000 for as-needed tasks for the remainder of the contract term (until June 30, 2016). All as-needed tasks, and budgets, are outlined in detail in Project Scope of Work Letters issued pursuant to the contract. Staff recommends that the Board of Supervisors approve the contract amendment attached as Exhibit 1.

Please contact me at 760.932.5457 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
Assistant Public Works Director

Attachments: Exhibit 1 – Contract Amendment

**AGREEMENT AND FIRST AMENDMENT TO THE
AGREEMENT BETWEEN THE COUNTY OF MONO AND
TRIAD-HOLMES ASSOCIATES FOR THE PROVISION OF
ENGINEERING, INSPECTION, AND SURVEYING SERVICES
ON AN AS-NEEDED BASIS**

This Agreement and First Amendment is entered into December 17, 2013, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Triad-Holmes Associates, Inc., of Mammoth Lakes, California (hereinafter, "Contractor"), for the purposes of amending Mono County Agreement No. B001098 between the County and Contractor, and signed by Contractor on July 12, 2013, providing for as-needed engineering and surveying services. The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Subsection 3.D. of the Agreement, entitled LIMIT UPON AMOUNT PAYABLE UNDER AGREEMENT, is hereby replaced in its entirety with the following language:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **two hundred and fifty thousand dollars (\$250,000)** (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit."

2. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

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

COUNTY OF MONO:

CONTRACTOR:

Byng Hunt, Chair

Mono County Board of Supervisors

Tom Platz, President

Triad-Holmes Associates, Inc.

Approved as to Form:

Stacey Simon, Deputy County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	15 minutes (5 minute presentation, 10 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Tony Dublino
SUBJECT	Inflationary Increase to Service Fee Floors for D&S Waste and Mammoth Disposal		

AGENDA DESCRIPTION:

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

Proposed amendments to Franchise Contracts with D&S Waste and Mammoth Disposal in response to their request for inflationary increases to the service fee floors.

RECOMMENDED ACTION:

Approve County entry into proposed amendments and authorize CAO Jim Leddy to execute said amendments on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

Approximately \$500 per year of additional franchise revenue.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760 932 5453 / tdublino@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Rpt Franchise Agts](#)

[DS Amendment](#)

- [MD Amendment](#)
- [Revised Exhibit 13.01a](#)
- [Attachment A, CPI / PPI Worksheet](#)

History

Time	Who	Approval
11/27/2013 9:44 AM	County Administrative Office	Yes
12/10/2013 12:57 PM	County Counsel	Yes
11/25/2013 12:23 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • FAX 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: December 17, 2013
To: Honorable Chair and Members of the Board of Supervisors
From: Tony Dublino, Solid Waste Superintendent
Subject: CPI/PPI Adjustment to Waste Collection Franchise Floor Rates

Recommended Action:

Authorize the CAO to execute amendments to the primary waste collection franchise agreements with D&S Waste Removal and Mammoth Disposal to adjust the Service Fee Floors specified in Exhibit 13.01a to reflect CPI/PPI factors. Provide any desired direction to staff.

Fiscal Impact:

Minor increases in franchise fees (approximately \$500 annually) paid to the County.

Discussion:

The primary franchise agreements for waste collection services provide that Exhibit 13.01a, which specifies the Service Fee Floors (minimum rates that the franchisees may charge their customers for each type of service), may be adjusted based on CPI/PPI inflationary factors.

In order for these inflationary factors to be incorporated, the franchisees must first request the increase, and the Board must approve of the increase. Both franchisees, D&S Waste and Mammoth Disposal, requested CPI/PPI increases to be implemented in early 2013. This request did not follow the procedures and timeframes established in the franchise contracts, however, and when the Board was updated on these matters in April of 2013, there was not direction to process the requests at that time.

Instead, staff recommended the requested CPI/PPI increases be brought to the Board as the contracts establish. This item fulfills that request.

Should the Board approve, the calculated adjustment of 1.7% will be applied to fees in Exhibit 13.01a, effective January 1, 2014. This adjustment combines a CPI increase for "Garbage and Trash Collection" of 2.6%, which is applied to 75% of the fee; and a PPI *decrease* of 4.7% for No. 2 Diesel, which is applied to 5% of the fee. The combination of these factors yields a 1.7% increase overall.

Businesses and residents who subscribe for waste collection services will see a rate increase if their provider currently charges the minimum fees allowable. The proposed action will not result in an expense to the County but it may increase the franchise fee revenues paid to the County by haulers since it is based on their gross revenues.

Through their billing statement, franchise haulers have the opportunity to communicate the reasons behind changes in their invoicing. Article 8.08 of the franchise contracts allows the county to review, accept, or reject these materials. Pursuant to this, staff recommends the Amendment include a requirement that both franchisees provide a brief explanation of the increase in their January 2014 and February 2014 invoices. The explanation will read:

“The increase in this month’s bill reflects a standard inflationary increase based on the Consumer Price Index and Producer Price Index for September 2012 – September 2013.”

If you have any questions regarding this item, please contact me at 760.932.5453 or by email at tdublino@mono.ca.gov.

Respectfully submitted,



Tony Dublino
Solid Waste Superintendent

Attachment: Attachment A – CPI / PPI Worksheet
Draft Amendments
Existing Exhibit 13.01a
Revised Exhibit 13.01a

**AGREEMENT AND SECOND AMENDMENT TO THE PRIMARY FRANCHISE
AGREEMENT BETWEEN THE COUNTY OF MONO AND
D&S WASTE REMOVAL, INC.,
FOR COLLECTION OF SOLID WASTE
FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS
IN UNINCORPORATED MONO COUNTY**

This Agreement and Amendment is entered into on January 1, 2014, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and D&S Waste Removal, Inc. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor dated July 1, 2011, and as subsequently amended. The County and Contractor are referred to herein collectively as "the parties."

I. Recitals.

A. On July 1, 2011, the parties entered into an agreement with respect to the provision of residential and commercial solid waste collection services in the unincorporated areas of Mono County. The agreement is referred to herein as the "Franchise Agreement." The Franchise Agreement is incorporated herein by this reference as though fully set forth; and,

B. Pursuant to Section 13.01b of the Franchise Agreement, the Service Fees set forth in Exhibit 13.01a (hereinafter, the "Service Fee Floors") may be adjusted based on the prior year's Consumer Price Index and Producer Price Index (CPI/PPI), upon approval by the Board; and,

C. In accordance with Section 13.01d1, the parties wish to amend the Franchise Agreement to adjust the Service Fee Floors set forth in Exhibit 13.01a of the Franchise Agreement using the relevant CPI/PPI factor for September 2012 through September 2013, as published in September 2013 reports by the U.S. Bureau of Labor Statistics.

II. Terms and Conditions.

The parties hereto agree as follows:

1. The Service Fee Floors set forth in the current Exhibit 13.01a (enacted by Amendment dated January 22, 2013), shall be adjusted upward by 1.7 percent, and rounded to three significant figures as shown on the Revised Exhibit 13.01a, which is attached hereto and incorporated by this reference. The Revised Exhibit 13.01a shall replace and supersede the current Exhibit 13.01a.
2. Franchisee shall include the following statement on customer invoices in January and February of 2014: "The increase in this month's bill reflects a standard inflationary increase based on the Consumer Price Index and Producer Price Index for September 2012 - September 2013."

- 3. All other provisions of the Franchise Agreement shall remain in full force and effect.

III. Execution.

IN WITNESS of the foregoing, the parties have signed this Agreement and Amendment through their duly-authorized representatives, as set forth below:

County:

Contractor:

Jim Leddy
Mono County CAO

Darrol Brown, President
D&S Waste Removal, Inc.

Approved as to Form:

Mono County Counsel

**AGREEMENT AND SECOND AMENDMENT TO THE PRIMARY FRANCHISE
AGREEMENT BETWEEN THE COUNTY OF MONO AND
MAMMOTH DISPOSAL, INC., FOR COLLECTION OF SOLID WASTE
FROM RESIDENTIAL AND COMMERCIAL CUSTOMERS
IN UNINCORPORATED MONO COUNTY**

This Agreement and Amendment is entered into on January 1, 2014, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and D&S Waste Removal, Inc. (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor dated July 1, 2011, and as subsequently amended. The County and Contractor are referred to herein collectively as "the parties."

I. Recitals.

A. On July 1, 2011, the parties entered into an agreement with respect to the provision of residential and commercial solid waste collection services in the unincorporated areas of Mono County. The agreement is referred to herein as the "Franchise Agreement." The Franchise Agreement is incorporated herein by this reference as though fully set forth; and,

B. Pursuant to Section 13.01b of the Franchise Agreement, the Service Fees set forth in Exhibit 13.01a (hereinafter, the "Service Fee Floors") may be adjusted based on the prior year's Consumer Price Index and Producer Price Index (CPI/PPI), upon approval by the Board; and,

C. In accordance with Section 13.01d1, the parties wish to amend the Franchise Agreement to adjust the Service Fee Floors set forth in Exhibit 13.01a of the Franchise Agreement using the relevant CPI/PPI factor for September 2012 through September 2013, as published in September 2013 reports by the U.S. Bureau of Labor Statistics.

II. Terms and Conditions.

The parties hereto agree as follows:

1. The Service Fee Floors set forth in the current Exhibit 13.01a (enacted by Amendment dated January 22, 2013), shall be adjusted upward by 1.7 percent, and rounded to three significant figures as shown on the Revised Exhibit 13.01a, which is attached hereto and incorporated by this reference. The Revised Exhibit 13.01a shall replace and supersede the current Exhibit 13.01a.
2. Franchisee shall include the following statement on customer invoices in January and February of 2014: "The increase in this month's bill reflects a standard inflationary increase based on the Consumer Price Index and Producer Price Index for September 2012 - September 2013."

3. All other provisions of the Franchise Agreement shall remain in full force and effect.

III. Execution.

IN WITNESS of the foregoing, the parties have signed this Agreement and Amendment through their duly-authorized representatives, as set forth below:

County:

Contractor:

Jim Leddy
Mono County CAO

Rick Vahl, Manager
Mammoth Disposal, Inc.

Approved as to Form:

Mono County Counsel

EXHIBIT 13.01a: SERVICE FEE FLOORS

Franchisee will not charge Customers Service Fees that are less than those identified below:

RESIDENTIAL RATES		COMMERCIAL RATES							
CANS, CARTS, VOLUME		BINS			DEBRIS BOXES		COMPACTOR		
Size ²	“A”	Size ²	“A”	“B”	Size ²	“B”	Size ²	“B”	
1 35-gal. Can	\$17.29 ⁴	1 cy	\$113	\$26.04	10 cy	\$394	10 cy	\$362	
2 35-gal. Cans	\$22.68 ⁴	2 cy	\$155	\$35.80	20 cy	\$660	20 cy	\$723	
1 95-gal. Toter	\$34.58	3 cy	\$200	\$45.87	30 cy	\$902	30 cy	\$1,086	
2 95-gal. Toters	\$47.70	4 cy	\$233	\$53.81	40 cy	\$1,257	40 cy	\$1,442	
1 cubic yard (cy)	\$27.87 ⁵	6 cy	\$302	\$69.57					

Notes:

1. Rates will be adjusted annually in accordance with the formula set forth in section 13.01c1.
2. Sizes are nominal values, not precise volumes. Fees for nominal container volumes that fall in between or higher than those listed will be determined by linear interpolation or extrapolation, respectively, and rounded to the nearest three significant figures.
3. Service fee categories identified above are as follows: “A” = cost per month; “B” = cost per dump.
4. Customer-provided can.
5. Or, approximately equivalent to six 35-gallon cans.

COUNTY-APPROVED EXISTING AGREEMENTS:

- 1.
- 2.
- 3.
- 4.
- 5.

2013 Inflationary Increase to Franchise Hauler Floor Rates

Mono County Solid Waste Division

			Residential Cans		Comm Bins/mo.		Comm Bins/pu		Debris Boxes		Compactor	
			ex.	new	ex.	new	ex.	new	ex.	new	ex.	new
CPI	0.026	75%	\$ 17.00	\$ 17.29	\$ 111.00	\$ 112.90	\$ 25.60	\$ 26.04	\$ 387.00	\$ 393.64	\$ 356.00	\$ 362.11
			\$ 22.30	\$ 22.68	\$ 152.00	\$ 154.61	\$ 35.20	\$ 35.80	\$ 649.00	\$ 660.13	\$ 711.00	\$ 723.19
PPI	-0.047	5%	\$ 34.00	\$ 34.58	\$ 196.00	\$ 199.36	\$ 45.10	\$ 45.87	\$ 887.00	\$ 902.21	\$ 1,068.00	\$ 1,086.32
			\$ 46.90	\$ 47.70	\$ 229.00	\$ 232.93	\$ 52.90	\$ 53.81	\$ 1,236.00	\$ 1,257.20	\$ 1,418.00	\$ 1,442.32
Gate Fees	0.000	20%	\$ 27.40	\$ 27.87	\$ 297.00	\$ 302.09	\$ 68.40	\$ 69.57				

Total Increase **0.017**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	25 minutes (10 minute presentation, 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Scott Burns, Wendy Sugimura, Stacey Simon
SUBJECT	U.S. Fish and Wildlife Service (USFWS) Sage Grouse Listing Update and Comment Letter		

AGENDA DESCRIPTION:

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

Receive update on U.S. Fish and Wildlife Service (USFWS) Sage Grouse listing and comment period.

RECOMMENDED ACTION:

1. Receive update on sage grouse listing and provide any desired direction to staff; 2. If the comment period is not extended, authorize staff to submit a comment letter to the USFWS by the December 27 deadline; and, 3. If the comment period is not extended, authorize staff to submit a comment letter on the Humboldt-Toiyabe Forest Plan Amendment by the December 27 deadline.

FISCAL IMPACT:

Potentially significant long-term economic impact, particularly when cumulative impacts of the proposed action are considered with those of the Yosemite toad and yellow-legged frog proposed action. The USFWS must still prepare the required economic studies. The Board of Supervisors has requested the USFWS address these cumulative economic impacts.

CONTACT NAME: Scott Burns

PHONE/EMAIL: 924-1807 / sburns@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

-  [Staff Report](#)
-  [attachment](#)
-  [Additional Background Info](#)

History

Time	Who	Approval
12/11/2013 9:12 AM	County Administrative Office	Yes
12/11/2013 2:07 PM	County Counsel	Yes
12/11/2013 9:45 AM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
www.monocounty.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

December 17, 2013

TO: Honorable Chair and Members of the Board of Supervisors

FROM: Courtney Weiche, Associate Planner
Brent Calloway, Associate Analyst
Wendy Sugimura, Associate Analyst
Scott Burns, Community Development Director

RE: U.S. Fish and Wildlife Service (USFWS) Sage Grouse Listing Update and Comment Letter

RECOMMENDATION

1. Receive update on sage grouse listing and provide any desired direction to staff; and
2. If the comment period is not extended, authorize staff to submit a comment letter to the USFWS by the December 27 deadline; and
3. If the comment period is not extended, authorize staff to submit a comment letter on the Humboldt-Toiyabe Forest Plan Amendment by the December 27 deadline.

FISCAL IMPACT

Potentially significant long-term economic impact, particularly when cumulative impacts of the proposed action are considered with those of the Yosemite toad and yellow-legged frog proposed action. The USFWS must still prepare the required economic studies. The Board of Supervisors has requested the USFWS address these cumulative economic impacts.

BACKGROUND

The Board conducted a workshop with representatives of the USFWS December 3, 2013, on the proposed listing of the Bi-State distinct population segment of the greater sage-grouse as threatened and designation of critical habitat under the Endangered Species Act. The Board and the majority of public speakers were united in requesting a 90-day extension of the current 60-day comment period that will close on December 27. As of the time of this staff report preparation, requests to extend the comment period an additional 90 days have not been granted by the USFWS.

A separate action on a proposed Forest Plan Amendment by the Humboldt-Toiyabe National Forest (HTNF) is related, focusing on the preservation and recovery of sagebrush habitat necessary for the grouse. If the USFWS comment deadline is extended, the HTNF will extend this deadline to coincide.

DISCUSSION

In preparing comments on these actions, the following activities are under way:

- As a part of the Mono County General Plan Update process, consulting biologist Dr. James Paulus is developing a habitat inventory of communities that will provide a basis for requesting exclusion of community areas from the critical habitat designation proposed by the USFWS;

- Stacey Simon has researched the legal implications of the proposed USFWS action, particularly how it may affect private property and County projects (Stacey will provide a brief overview at your Tuesday meeting);
- Brent Calloway has updated the critical habitat map to include Sierra Nevada Big Horn Sheep, illustrating the cumulative coverage of past, present and potential future critical habitat designations on Mono County (see attached);
- County staff will participate in a Bi-State Technical Advisory Committee meeting December 12 to review inconsistencies between the conclusion of the proposed USFWS action and the Bi-State Action Plan; and
- On December 9, Wendy Sugimura attended a meeting in Reno where several federal agencies strategized on how to address the USFWS position that a project-specific and funded Bi-State Action Plan would warrant a decision not to list. A project-specific list totaling \$38 million over five years will be requested through their agencies to the Secretary of Interior Sally Jewel. (Wendy will provide an update on this development at your Tuesday meeting)

We anticipate the following Items will be included in the County's comment letter to the USFWS:

- Opposition to the listing, again noting the listing is premature and discounts the remarkable collaborative work done on a voluntary basis by agencies and landowners through the Bi-State effort. The listing could jeopardize current and future good-faith efforts under way that will achieve the real goal of sagebrush habitat and sage grouse conservation in the Bi-State Plan.
- Support for Bi-State Plan and agricultural special rules if listed.
- Proposed refinement of proposed critical habitat, including
 - § Exclusion of areas that do not meet habitat requirements, such as community areas,
 - § Additional habitat field data available,
 - § Additional anecdotal data available, and
 - § Analysis of inconsistencies in proposed habitat.
- Analysis of land use and economic impacts to private land and local governments.
- Analysis of magnitude of identified threats and inconsistencies in the USFWS analysis.

Lastly, the sage grouse Forest Plan Amendment is part of the effort to identify specific projects for implementation. Our comment letter should emphasize the USFS's and BLM's responsibility to implement actions and programs to protect sagebrush habitat, and pledge County support where public access, public use and private property rights are maintained.

ATTACHMENT

- Critical Habitat Map

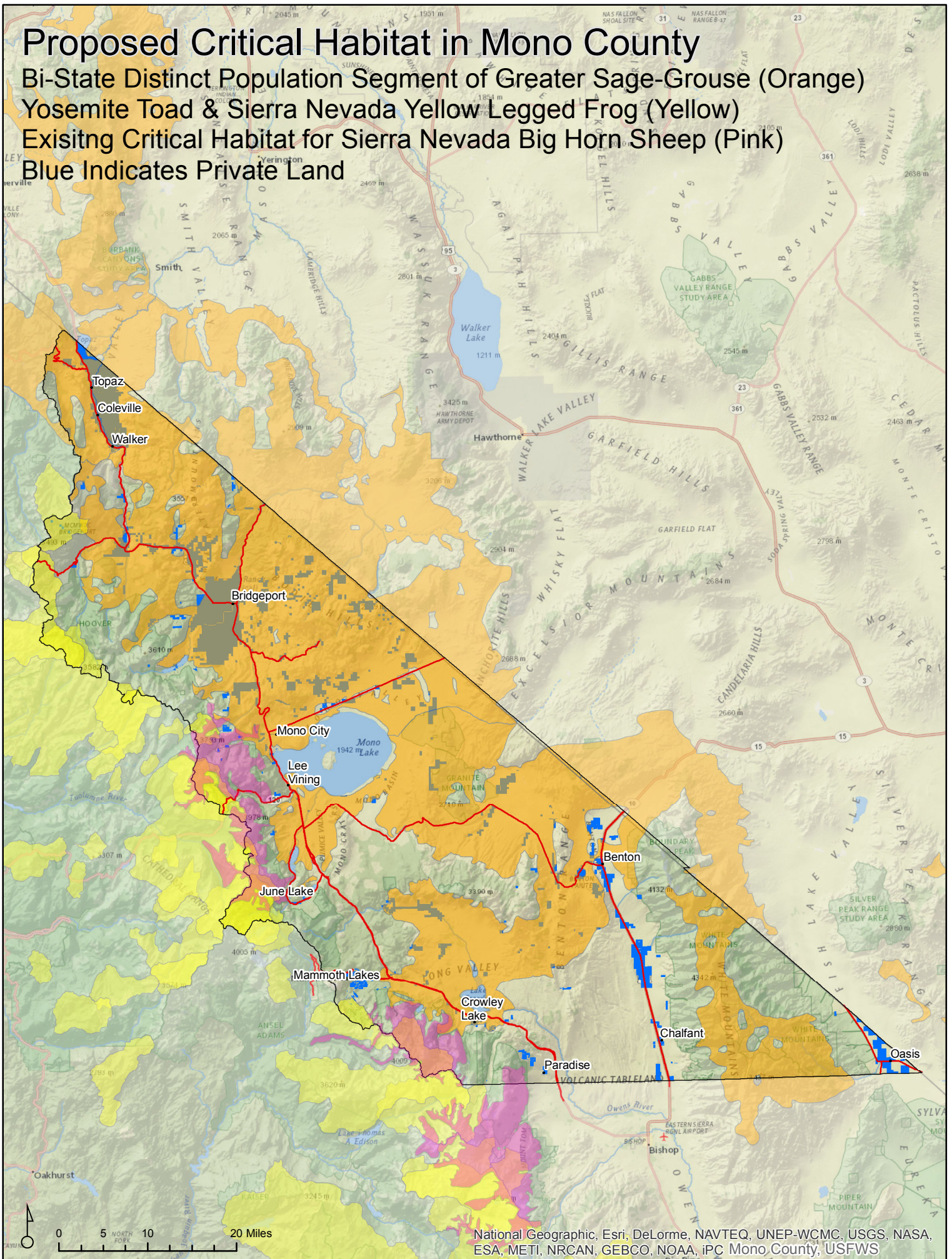
Proposed Critical Habitat in Mono County

Bi-State Distinct Population Segment of Greater Sage-Grouse (Orange)

Yosemite Toad & Sierra Nevada Yellow Legged Frog (Yellow)

Existing Critical Habitat for Sierra Nevada Big Horn Sheep (Pink)

Blue Indicates Private Land





BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

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Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

November 12th, 2013

Jan Knight, Acting Field Supervisor
United States Department of the Interior
Fish and Wildlife Service
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846



Re: Proposed Listing and Designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad

Dear Ms. Knight:

On behalf of the Inyo County Board of Supervisors, we thank you for the opportunity to comment on the proposed listing and designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad. As indicated in our previous correspondence, we are committed to working with you to reverse the decline of the identified species.

However, we are deeply concerned about the potential impacts to our economy, society, and culture associated with the listing of the species and the designation of the critical habitat. Since a recovery plan and its accompanying restrictions are not developed until after the listing and critical habitat decisions, we must assume worst-case restrictions based on the identified threats: grazing use would be prohibited in the Coyote Flats and Mulkey Meadows; fish-stocking would be prohibited at front-country lakes and nearby highly valued fisheries; fish may be removed from prime recreational fishing lakes and streams; pack stock use would be curtailed to the point that economic vitality is lost; and recreational access would be denied. The results would decimate our agriculture and tourist based economy, and irreversibly alter our cultural identity and way of life. The economies of small population communities are particularly fragile, and there is significant evidence demonstrating that communities with limited economic base who see that base diminished further will see their population decline rather than grow.

Given the consequences of these potential impacts, we have invested considerable time in reviewing the Federal Register Notice and believe that the proposed endangered species listing and critical habitat designation does not represent the best available scientific and commercial data as written. Specifically, we are concerned there is insufficient evidence to make a determination as set forth in the Endangered Species Act to warrant listing the species as threatened or endangered. Further, we believe that the proposed designation of critical habitat is overbroad, and does not include only those areas that are essential for the conservation of the species. Attached are specific concerns with the proposals, which are summarized below.

The habitat or range of the species is not being threatened with destruction or modification. In fact, much of the habitat is in designated wilderness area. The USFWS recognized this fact in the Federal Register Notice, when it stated "physical habitat destruction does not appear to be the primary factor associated with the decline of mountain yellow-legged frogs." There is no potential for further degradation or fragmentation of habitat due to development because the majority of the range is protected as wilderness area. This is especially true in Inyo County, where less than 2% of the total land area is privately held and viable for future development.

Recreation activities are also not a significant threat to the mountain yellow-legged frog. The Federal Register notices states that "Currently, recreational activities are considered a threat of low significance to the species' habitat overall." However, limiting recreational activities in the critical habitat area will have devastating consequences to Inyo County's tourist based economy, while having no benefit to the frog. There is no known commercial market for mountain yellow-legged frogs, nor are there documented recreational or educational uses for these species. Therefore, the species cannot be listed as endangered or threatened due to reasons of overutilization as described above.

The County is further concerned with the conclusion presented in the Federal Register that the most likely decline of the Sierra Nevada and Mountain Yellow-Legged Frog and Yosemite Toad is introduced trout. Scientific evidence overwhelming indicates that the most significant threat to the species is chytrid fungus. Of the threats to the Yellow-legged frog, the lethal chytrid fungus disease must be acknowledged as capable of single-handedly exterminating existing populations. If the fungus is not sufficiently curtailed, none of the other threats are relevant. Even if non-native fish could be eradicated in fungus-infected waters, frogs would still not be able to recolonize the site.

This would suggest the best management policy would be to selectively manage distinct populations and attempt to insulate them from the intrusion of the fungus into their environment, which is the strategy that the California Department of Fish and Wildlife (CDFW) has been implementing in Inyo County for nearly 20 years. The CDFW High Mountain Lakes Project is intended to "manage high mountain lakes and streams in a manner which maintains or restores native biodiversity and habitat quality, supports viable populations of native species, and provides for recreational opportunities considering historical and future use patterns." The CDFW High Mountain Lakes Project includes a sophisticated analysis of habitat for 22 watersheds in the eastern sierra, comprehensive guidelines for species restoration and protocols for disinfecting against the chytrid fungus. Thus far, the High Mountain Lakes Project management plan has been implemented and successful in restoring Mountain Yellow-Legged Frog populations in seven separate watersheds, with the exception of populations that have been extirpated by the chytrid fungus. Not only has the High Mountain Lakes Project been effective in restoring frog populations, the CDFW criteria for selecting specific lakes for recolonization, which takes in account the historic and future recreational use of each individual watershed, has support from angler, recreationalist and agricultural communities. However, the USFWS failed to analyze and consider the adequacy of the High Mountain Lakes Project in the proposed endangered species listing and critical habitat designation.

In addition to the CDFW High Mountain Lakes Project, the National Park Service has also developed the Yosemite National Park High Elevation Aquatic Ecosystem Recovery and Stewardship Plan, and the Sequoia and Kings Canyon National Parks Restoration of Native Species in High Elevation Aquatic Ecosystems Plan for managing and restoring the species within Park boundaries. These plans were also not considered by the USFWS in the proposed listing. In sum, the proposed listing of the species and designation of critical habitat neglects to evaluate the impact and effectiveness of efforts by several federal and state agencies to protect the species as required by the Endangered Species Act in order to make a determination on the proposed listing.

In addition, the proposed critical habitat is overbroad, and fails to identify specific areas that contain physical or biological features essential for the conservation of the species at the time of listing. The agency can only designate as critical habitat those specific areas that are essential for the conservation of the species. The proposed critical habitat boundaries are based on remote computer modeling without verification in the field, which has resulted in including areas that are not suitable habitat for the species, such as reservoirs for hydroelectric power, impassable ridges and peaks, areas where the species has been extirpated due to chytrid fungus, and areas that do not contain populations of the Yellow-legged Frog or Yosemite Toad. While the Service maintains that it cannot define a patchwork of primary constituent elements on a micro scale, the economic, social and cultural implications to Inyo County residents and visitors is too significant to accept

anything less than a rigorous investigation and justification for all areas proposed in the critical habitat listing. Further, the USFWS has previously proven it has the capability to identify specific areas to be designated as critical habitat in its 2006 listing of the Yellow-Legged Frog in Southern California.

Should the designation of critical habitat require implementation of a management plan that restricts, reduces or eliminates access to fisherman, hikers, backpackers, pack stock users and other wilderness uses, it is likely that there will be adverse social reactions that would jeopardize or sabotage the effectiveness of the management plan, such as replanting non-native species in fishless lakes.

Finally, the proposed listing and designations as currently written are inconsistent with the Inyo County General Plan (see attachment A). Specifically, the proposals conflict with goals and policies addressing collaboration with State and Federal partners to increase access to recreation in public lands, collaboration with State and Federal partners to develop balanced management plans for the preservation of sensitive species, continued branding and marketing of Inyo County as a destination, expansion of existing and new businesses, and preservation of our historical heritage. In summary, the proposals have the potential to decimate our economy contrary to the Economic Development Element, destroy biological resources of importance to the County contrary to our Conservation Element, and development of regulations contrary to tenets of coordination of our Government Element. We look forward to revisions to these proposals to bring them into consistency with our local planning.

The Inyo County Board of Supervisors is dedicated to working with our federal and state partners to develop a balanced management plan to ensure the survival of these species. However, we continue to be deeply concerned that the proposed listing and designation of critical habitat will have severe consequences to economic, social and cultural well-being of our communities, with limited lasting benefit to the Sierra Nevada Yellow-Legged Frog, the Mountain Yellow-Legged Frog, and the Yosemite Toad. The proposed listing does not address the most imminent threat to the species, which is the chytrid fungus, places millions of acres that are not essential to conservation of the species into restrictive federal protection without justification, and will likely have significant detrimental consequences to Inyo County residents and visitors.

We urge the U.S. Fish and Wildlife Service to consult with the CDFW to develop an evaluative management plan that is consistent with the CDFW High Mountain Lakes Project. Additionally we request that the U.S. Fish and Wildlife Service exclude areas currently outside the designated wilderness boundary, and exclude heavily used fisheries, recreation corridors, and US Forest Service grazing allotments within wilderness areas. Specifically, the County requests the USFWS remove the following high value fisheries, recreation areas, and grazing allotments from the proposed critical habitat designation:

- The south fork of Bishop Creek
- The north fork of Bishop Creek, including the Paiute Pass drainage and the Lamarck Lakes
- Pine Creek
- Onion Valley
- Mulkey Meadows
- Rock Creek (infected with chytrid fungus)
- The north fork of Big Pine Creek (infected with chytrid fungus)
- The Coyote Flat area, including Cow Creek and Baker Creek (infected with chytrid fungus)

The County also requests that the following areas be removed from consideration for expanding the Critical Habitat area per the suggestion of the US Forest Service:

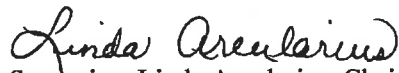
- Birch Creek

Jan Knight, Acting Field Supervisor
United States Department of the Interior
November 12, 2013
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To discuss further, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

We look forward to reviewing and providing input regarding the economic analysis being prepared. Thank you.

Sincerely,



Supervisor Linda Arcularius, Chairperson
Inyo County Board of Supervisors

Attachments:

Attachment A: Inyo County Comparison of Proposed Endangered Species Listing and Critical Habitat Designation to Applicable Goals & Policies of the Inyo County General Plan

Attachment B: Inyo County Analysis of the Endangered Species Act Listing and Critical Habitat Designation

cc: Board of Supervisors
County Administrative Officer
County Counsel
Planning Director
Secretary Jewell, U.S. Department of Interior
Secretary Vilsack, USDA
Doug Wilson, Willdan
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties
Fresno County
Tulare County
Mono County
Dan Ashe, U.S. Fish and Wildlife Service
Robert Moler, U.S. Fish and Wildlife Service
Stephanie Weagley, U.S. Fish and Wildlife Service
Ed Armenta, Inyo National Forest
Chief Tidwell, Forest Service
Heidi Sickler, California Department of Fish and Wildlife
Public Comments Processing, Attn.: FWS-R8-ES-2012-0100 and FWS-R8-ES

**Comparison of Proposed Endangered Species Listing and Critical Habitat Designation to
Applicable Goals & Policies of the Inyo County General Plan**

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
<p>Goal GOV-1: Work with Agencies, Utilities, and Native American Tribes to promote consistency with the County's General Plan</p> <p>AND</p> <p>Policy GOV-1.1: Plans for Agencies, Districts, Utilities, and Native American Tribes: The County shall work with federal and state agencies, local districts, utilities (e.g., LADWP), and Native American tribes to ensure that they are aware of the contents of the County's General Plan and work with them to ensure that their plans are consistent with the County's General Plan to the greatest extent possible.</p>	<p>Consistency: Unknown. The Board of Supervisors has prepared this document for consideration by the USFWS in developing the critical habitat and endangered species designation so that the listing may be consistent with the General Plan to the greatest extent possible.</p>
<p>Goal GOV-2: To ensure planning decisions are done in a collaborative environment and to provide opportunities of early and consistent input by Inyo County and its citizens into the planning processes of other agencies, districts, and utilities.</p>	<p>Consistency: Compliant. A number of public hearings on the project have been held in 2013. Additionally, the USFWS was responsive to requests to extend the public comment period to November 18th, 2013.</p>
<p>Policy GOV-2.2: Public Participation: The County shall work with federal and state agencies, local districts, utilities (e.g., LADWP), and Native American tribes to ensure that the County and the public are involved early in any planning processes and that routine feedback and public input is requested.</p>	<p>Consistency: Compliant. A number of public hearings on the project have been held in 2013. Additionally, the USFWS was responsive to requests to extend the public comment period to November 18th, 2013.</p>
<p>Policy GOV-3.1: No Net Loss: The County shall work with federal and</p>	<p>Consistency: Non-compliant. Assessment of the proposed listing and critical habitat designation</p>

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
state agencies, local districts, utilities (e.g., LADWP) and Native American tribes to ensure that land exchanges do not result in a net loss to the County's tax base or revenues.	indicates that, if lands in Inyo County were designated as critical habitat, it would require at best expensive administrative costs associated with restrictive land use regulations. At worst, the designation would result in significant sales and transient occupancy taxes associated with tourism and agriculture, and potential property tax losses associated with a loss of property value associated with the resulting weakened economy.
Policy GOV-3.2: Private Land Increase: The County shall work with federal and state agencies, local districts, and utilities to find opportunities to expand private land ownership in the County through land transfers and other mechanisms.	Consistency: Non-compliant. The proposed listing and designation will require the implementation of restrictive land use policies associated with the Endangered Species Act which will affect federal land and could potentially affect privately held land.
Goal GOV-4.1: Federal Land Disposition & Acquisitions: It is the policy of the Board that the design and development of all federal and state land dispositions and acquisitions, including land adjustments and exchanges, be carried out to the benefit of the citizens of the planning area.	Consistency: The proposed listing and designation will require the implementation of restrictive land use policies associated with the Endangered Species Act which will affect federal land and could potentially affect privately held land.
Goal GOV-5: Protection & Development of Water Resources AND Policy GOV-5.1: Water Management: It is the policy of the County to be part of the planning, development and management of its water resources in coordination with federal, state, and any water managing districts. Resolution 99-43 sets forth the County policy on extraction and use of its water resources. That policy is to protect the County's environment, citizens and economy from adverse effects caused by activities relating to the	Consistency: Non-Compliant. While the designation of Critical Habitat will preserve the quality of watersheds included within the designation, the County has not been included in the development of plans affecting County watersheds.

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
extraction and use of water resources and to seek mitigation of any existing or future adverse effects resulting from such activities.	
Goal GOV-7: Provide for Recreational Activities	Consistency: Non-compliant. Analysis of the proposed listing and critical habitat designation indicates that the designations could have devastating consequences on recreational activities in Inyo County, which may include restricted access to wilderness areas and the eradication of fish from popular angler locations in the County.
<p>Goal GOV-8: Wildlife & Fisheries</p> <p>AND</p> <p>Policy 8.1: Management of Wildlife & Fisheries: Management of wildlife, including fish, game animals, non-game animals, predatory animals and Threatened, Endangered, Sensitive, Candidate or Management Indicator Species, under all jurisdictions, must be grounded in peer-reviewed science and local input. Wildlife management plans should identify and plan for mitigation of negative impacts to the project area's economy and environment and to private property interests and customary usage rights of its citizens. Therefore, the following are the policies of the County:</p> <p>a. The County should cooperate with federal and state agencies who oversee the protection and recovery of federal and state listed threatened, endangered, sensitive or candidate species and their habitat.</p> <p>b. The County may adopt local recovery plans as allowed under the</p>	<p>Consistency: Non-compliant. The proposed listing and particularly the critical habitat designation have not consistently used peer-reviewed science, and have not included local input as an element in developing the proposed listing or habitat designation. The USFWS held a public meeting in Inyo County and has not yet closed the public comment period; so it remains to be seen if local input will be included in the final listing and critical habitat designation. The listing also does not consider or offer mitigations to potential negative impacts to the County's economy or usage rights of its citizens.</p> <p>The County has been cooperative with the California Department of Fish and Wildlife in developing and implementing plans to restore populations of the proposed endangered species. The County has shown continued cooperation with the U.S. Fish and Wildlife Service (U.S. FWS) to protect the species; however, the USFWS has not demonstrated any coordination with County in developing the proposed endangered species listing or critical habitat designation.</p>

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
<p>Endangered Species Act.</p> <p>c. Federal and state agencies shall prepare a plan in coordination with the County before the introduction or re-introduction of any species onto public or private land that is likely to impact the planning area.</p> <p>d. The County supports wildlife management that:</p> <ol style="list-style-type: none"> 1. Enhances populations of game and non-game species native to the project area. 2. Recognizes that enhancing non-native game and non-game species may negatively impact native species and rangeland ecosystems. 3. Increase wildlife numbers where practicable that is not in conflict with existing economic uses or ecosystem health. 4. Recognizes that large game animals compete for forage and water with other economic uses. 5. Supports the need for a private property compensation program for certain wildlife damages. 	
<p>Goal ED-1: Promote increased capacity to serve tourists within the County's established urbanized areas, and in those areas with established tourist attractions.</p> <p>AND</p> <p>Policy EC- 1.2: Visitor Capacity on Public Lands The County shall encourage public agencies to develop new tourist serving facilities or otherwise enhance their capacity to serve</p>	<p>Consistency: Non-compliant. The proposed listing and designation has the potential to significantly reduce the primary tourist draw for the region, thus eliminating the County's ability to attract and expand its tourist-based economy and establish additional tourist attractions.</p> <p>The proposed listing and critical habitat designation may restrict access for wilderness users in the critical habitat area, including fishermen, backpackers, hikers, mountaineers, and pack stock users, directly limiting access to federally managed, public lands.</p>

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
visitors on the public lands they manage. AND	
Implementation Measure 2.0: Encourage public land management and service agencies, including BLM, USFS, National Park Service, Caltrans, and LADWP to increase their capacity to serve visitors on properties they manage.	
Goal ED-2: Bring more destinations spending into Inyo County.	Consistency: Non-compliant. The proposed listing and designation has the potential to significantly reduce the primary draw for the region, thus significantly reducing the County's ability to market itself as a visitor destination.
Goal ED-4: Resource Based & Industrial Land Uses: Actively encourage the expansion of existing industry of all types (including resource industries, manufacturing and service industries), and actively recruit new businesses that will bring new jobs to the County.	Consistency: Non-compliant. The proposed listing and designation has the potential to significantly reduce the primary draw for the region, thus limiting the County's ability to recruit new businesses and encourage job growth.
Policy BIO-1: Maintain and enhance biological diversity and healthy ecosystems throughout the County.	Consistency: Compliant. The proposed endangered species listing and critical habitat designation supports the County's policies to preserve of riparian habitat and wetlands, restore biodiversity, develop outside of habitat areas of sensitive species, and protect wildlife corridors.
Policy BIO-2: Provide a balanced approach to resource protection and recreational use of the natural environment.	Consistency: Non-compliant A recovery plan and associated restrictions for the proposed endangered species listing and critical habitat designation have not been developed at this time, and it is difficult to determine how significant restrictions on recreation activities will be. However, analyses of the threats identified in the endangered species listing indicate there is potential to restrict access for wilderness users, and eradicate fish in popular fisheries.
Goal CUL-1: Preserve and promote the historic and prehistoric cultural heritage of the	Consistency: Non-compliant. Preliminary assessment indicates the project will result in a significant loss to the County's cultural heritage rooted in fishing, and

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
County.	other activities in surrounding wilderness areas.
<p>Policy REC-1.1: Natural Environment as Recreation: Encourage the use of the natural environment for passive recreation opportunities.</p>	<p>Consistency: Non-compliant. Analysis of the proposed listing and critical habitat designation indicates that the designations could have devastating consequences on recreational activities in Inyo County, which may include restricted access to wilderness areas and the eradication of fish from popular angler locations in the County.</p>
<p>Policy REC-1.2: Recreational Opportunities on Federal, State and LADWP Lands: Encourage the continued management of existing recreational areas and open space, and appropriate expansion of new recreational opportunities on federal, state, and LADWP lands.</p>	<p>Consistency: Non-compliant. Analysis of the proposed listing and critical habitat designation indicates that the designations could have devastating consequences on recreational activities in Inyo County, which may include restricted access to wilderness areas and the eradication of fish from popular angler locations in the County.</p> <p>The proposed listing and critical habitat designation may restrict access for wilderness users in the critical habitat area, including fishermen, backpackers, hikers, mountaineers, and pack stock users, directly limiting access to federally managed, public lands.</p>

Inyo County Analysis of the Endangered Species Act Listing and Critical Habitat Designation

Endangered Species Act Listing

The USFWS proposes to list the Sierra Nevada yellow-legged frog and the northern distinct population of segment (DPS) of the mountain yellow-legged frog, (mountain yellow-legged frog complex or MYLF) as endangered species. See Endangered and Threatened Wildlife and Plants; Endangered Status for the Sierra Nevada Yellow-Legged Frog and the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and Threatened Status for the Yosemite Toad, (Proposed ESA Listing), 78 FR 24472-01.

The Secretary is required to determine whether any species is an endangered or threatened species because of any of five factors listed in the Endangered Species Act (16 U.S.C.A. § 1533).

Each of those factors is addressed herein.

16 USC §1533 (a)(1)(A) the present or threatened destruction, modification, or curtailment of its habitat or range;

The USFWS is required to determine if the habitat or range is being threatened, but the habitat or range is not being threatened with destruction or modification. In fact, much of the habitat is in designated wilderness areas. The USFWS recognized this when it stated in the Federal Register notice “. . .physical habitat destruction does not appear to be the primary factor associated with the decline of mountain yellow-legged frogs. . . . This, direct habitat destruction or modification associates with intensive human activities has not been implicated in the decline of his species.” (Proposed ESA Listing, 78 FR 24472-01, p. 24480).

Recreation activities are not a significant threat to the mountain yellow-legged frog complex, although the listing may have a substantial impact on recreation in Inyo County which will be discussed later in this letter. Even though the USFWS suggests that recreational impacts “are likely to continue and increase” this is merely a projection of a possible future event based on certain assumptions but does not rise to the level of significance. The USFWS recognized this when it stated “Currently, recreational activities are considered a threat of low significance to the species' habitat overall.” (Proposed ESA Listing, 78 FR 24472-01, p. 24480).

The USFWS states that habitat modification due the introduction of trout to historically fishless areas is considered highly significant. This issue should not be addressed here as the introduction of fish or eradication thereof should be addressed in the disease and predation section, not in the threats to habitat section of the proposed regulations. Fish have been a part of the habitat for over 100 years. The fact that the chytrid fungus and fish both impact the yellow-legged frog should be addressed in the disease and predation section of the proposed rule. The question of

how to deal with the impacts of disease and predation and which lakes or how many lakes should be free of fish should be addressed in the critical habitat designation.

The USFWS proposed rule discusses the impact of livestock grazing on the yellow-legged frog. The agency first recognizes that “The impact of this stressor to mountain yellow-legged frogs is ongoing, but of relatively low importance as a limiting factor to extant populations.” (Proposed ESA Listing, 78 FR 24472-01, p. 24482). Then the agency proceeds to explain a substantial number of impacts that are no longer occurring and could not occur under the current permit system. The agency also does not refer to any current studies regarding the impact of livestock on the environment and on the yellow-legged frog specifically. The impression left with the reader is that livestock grazing is a current problem and the issues and concerns identified in the proposed rule are currently occurring. Only at the end of the analysis does the agency state that the “threat is likely more one of historical significance” than a current problem. (Proposed ESA Listing, 78 FR 24472-01, p. 24483).

The USFWS similarly, when it reviews pack stock use, leaves the impression that there may be a problem with pack stock use when it states “However, there has been very little monitoring of the impacts of such activity in the region.” (Proposed ESA Listing, 78 FR 24472-01, p. 24483). The comment could just as easily have said that there has been very little monitoring of this issue probably because it has not been identified as having even a minimal impact on the species. If the agency had believed that pack stocks were having an impact on the species they certainly would have conducted some research to determine the level of impact. The only reason there is no research on the subject is that there is a belief that the impact does not rise to the level of concern to even justify the research.

The USFWS review of roads and timber harvest likewise follows the same pattern. The agency recognizes that “road construction and timber harvest were likely of greater significance historically” (Proposed ESA Listing, 78 FR 24472-01, p. 24483) followed by the impacts of the historical use followed by a statement that “neither of these factors has been implicated as an important contributor to the decline of this species” (Proposed ESA Listing, 78 FR 24472-01, p. 24484).

The USFWS also discusses dams and water diversions. The agency recognizes the existence of certain lakes and reservoirs that currently exist and explains that the combination of certain dams and water diversions “has reduced habitat suitability within the range of the species by creating migration barriers and altering local hydrology,” (Proposed ESA Listing, 78 FR 24472-01, p. 24482) once again a reference to historical impact, followed by an explanation of impacts from those dams and water diversions. But the agency does not explain that the vast majority of the habitat is in designated wilderness where there will be no new dams or water diversions. The agency should address how the listing of the yellow-legged frog will change the historical threat from dams and water diversions. The listing neither improves nor worsens the impact on the yellow-legged frog as it relates to dams and diversions. It is simply immaterial.

In the final listing, if the agency decides to proceed forward, the agency should delete reference to historical data as it relates to livestock grazing, packstock use, road and timber harvest, and dams and water diversion. Reference to historical use, especially when it distorts the record regarding a particular use, should not be included in the proposed rule. The public is left with the

impression that the agency is moving forward with the designation due to risks from those historical uses when the record states that there is no scientific justification for that position.

16 USC §1533 (a)(1)(B) overutilization for commercial, recreational, scientific, or educational purposes;

The USFWS recognizes that overutilization is not a threat to the mountain yellow-legged frog complex. The species is not being overutilized for commercial, recreational, scientific or educational purposes, but there is some evidence that the research being conducted on the MYLF has impacted the frog by inadvertently transporting the chytrid fungus into areas not previously impacted. Surprisingly this issue was not addressed by the proposed rule even though it was recognized by the scientific community at the time of publication. This should be clarified in the final rule. Substantial effort should be made to assure that distinct populations of the yellow-legged frog are not being extirpated through transportation of the chytrid fungus by the very researchers that are attempting to protect the frog, especially since it is the fungus that has substantially greater impact on the continuation of the species than any other identified impact.

16 USC §1533 (a)(1)(C) disease or predation;

The USFWS recognizes that predation on the yellow-legged frog occurs from several species including mountain garter snake, Brewer's blackbird, Clark's nutcracker, and black bears, but "it is presumed that such predation occurrences are incidental and do not significantly impact frog populations . . ." (Proposed ESA Listing, 78 FR 24472-01, p. 24484-24485).

The USFWS also recognizes the predominant predator of the yellow-legged frog is introduced trout. There is a substantial amount of evidence that nonnative fishes and frogs rarely coexist. The County is concerned, however, with the conclusion based on a 2004 Verdenburg report that the most likely reason for the decline of the yellow-legged frog is introduced trout. Clearly, introduced trout have had an impact on the yellow-legged frog over the last 100 years, but this issue is being managed effectively through the California Department of Fish and Wildlife (CDFW) program. The real issue and the reason for the potential eradication of the yellow-legged frog from the Sierra Nevada is the chytrid fungus. Even when the CDFW has successfully reintroduced a distinct population of the yellow-legged frog into a lake or lake basin, the population is at continual risk of extirpation from the fungus as happened in the French-Humphreys basin and in the Big Pine Lakes basin.

The USFWS even recognizes the impact of the fungus and attributes the impact of the fungus to the recent declines: "Field and laboratory experiments indicate that Bd infection is generally lethal to mountain yellow-legged frogs, and is likely responsible for recent declines." (Proposed ESA Listing, 78 FR 24472-01, p. 24485). This contradicts the statement that introduced fish is the most likely reason for the decline in the yellow-legged frog population. The truth is that introduced fish have had an impact historically and currently on the yellow-legged frog, and this impact is being addressed by the CDFW through effective management of fish stocking and selective eradication of fish from certain lakes identified through their management process. The

impact from the chytrid fungus, on the other hand, has a devastating impact on every distinct population which encounters the fungus. The key to the survival of the species is to selectively manage the distinct populations of the yellow-legged frog and attempt to insulate them from the intrusion of the fungus into their environment. The effective strategy for managing this issue will be addressed next.

16 USC §1533 (a)(1)(D) the inadequacy of existing regulatory mechanisms;

The USFWS correctly represents their responsibility to evaluate the adequacy of existing regulatory mechanisms. The listing of the species will not be warranted if the existing regulatory “mechanisms are judged to adequately address the threat(s) to the species . . .” (Proposed ESA Listing, 78 FR 24472-01, p. 24487).

The agency then reviews the Wilderness Act and confirms that no new roads or structures may be built in the wilderness which confirms what we have previously stated that dams and water diversions are not and cannot be a moderate, prevalent threat to the yellow-legged frog which is contrary to what the agency suggests in its proposed rule.

The USFWS does not review the actions of the National Parks even though the critical habitat designation has included substantial portions of Sequoia and Kings Canyon National Parks (SEKI) and Yosemite National Park (Subunit 2I, 2J, 2K, 2L, 2M, 2N, 3A, and 3B) in the designation. It would seem to be a gross oversight not to mention the Yosemite National Park High Elevation Aquatic Ecosystem Recovery and Stewardship Plan and the Sequoia and Kings Canyon National Parks Restoration of Native Species in High Elevation Aquatic Ecosystems Plan that are currently under review. The federal register notice on the Sequoia and Kings Canyon plan was published Wednesday, October 7, 2009 (74 FR 51617-01). The Yosemite Plan has been under review since June 23, 2008.

The USFWS needs to incorporate in its review of existing regulatory mechanisms the previous actions, current plans, and proposed strategies that the national parks are implementing in an effort to protect the yellow-legged frog. The USFWS needs to not only identify what the other agencies are doing, but how the actions of those agencies are not sufficient to protect the yellow-legged frog and how the listing and critical habitat designation are essential for the protection of the species. This legal requirement is lacking in the proposed rule and should be rectified in the final rule if the agency decides to proceed with its proposed action.

The USFWS also addresses the effectiveness of the National Forest Management Act. In the discussion regarding the Act, the USFWS stated its belief that “In order to insure that viable populations will be maintained, habitat must be provided to support, at least, a minimum number of reproductive individuals and that habitat must be well distributed so that those individuals can interact with others in the planning area.” (Proposed ESA Listing, 78 FR 24472-01, p. 24487). The problem with agency’s strategy is that it is designed for at risk species that are not at risk from disease. When a species is at risk from disease, especially one as lethal and destructive as the chytrid fungus, creating an environment where the distinct populations of the species can interact with each other is exactly what not to do. If the USFWS is successful and one portion of the population is attacked by the fungus, the entire population of the species could be extirpated.

The best science would dictate the management of distinct populations where if one population is attacked by the fungus as happened in the French-Humphreys and Big Pine basins, the remaining distinct populations are still viable. Until the agencies more fully understand the fungus and how to contain it or prevent it from attacking distinct populations, the agencies must continue to isolate distinct populations in order to protect the viability of the species.

Good science requires the agencies to follow the protocol that CDFW has been following to protect distinct populations of the species. The CDFW has implemented a Disinfectant Safety and Use protocol when moving from one distinct population to another in an effort to protect the distinct populations from spread of the fungus. (See attached Exhibit 1). The CDFW strategy for protecting and enhancing the distinct populations of the species is the right approach to protecting the species and not the USFWS strategy of creating a broad habitat where interaction among the populations is encouraged.

The strategy of the CDFW is the management of distinct populations as explained in their Guidelines for *Rasi/Ramu* Restoration Projects. (See attached Exhibit 2). This is the strategy that should be followed, and the USFWS should find that the CDFW management plan is adequate and listing of the species is not warranted. The proposed critical habitat designation in its current form, if successful as written, will have a detrimental effect on the species and could ultimately result in its extirpation.

Regarding CDFW management of fish stocking as it relates to the yellow-legged frog, the USFWS acknowledges that the CDFW has a detailed plan and set of criteria for stocking decisions.

“Stocking decisions are based on criteria outlined in the Environmental Impact Report for the Hatchery and Stocking Program (ICF Jones & Stokes 2010, Appendix K).” (Proposed ESA Listing, 78 FR 24472-01, p. 24481). What the USFWS does not mention is that the referenced EIR was actually a joint EIR/EIS of which the USFWS was a co-lead agency.

“The EIS is being prepared jointly with the EIR in compliance with the provisions of NEPA in support of the U.S. Fish and Wildlife Service (USFWS), which is acting as co-lead agency. The USFWS has undertaken a co-lead agency role to support its decision-making regarding funding of certain elements of the hatchery operation and stocking activities of DFG under the Sport Fish Restoration Act (SFRA). All aspects of the DFG and USFWS involvement in California’s hatchery and stocking activities are described in detail in Chapter 2 of the EIR/EIS.” Final Hatchery and Stocking Program Environmental Impact Report/Environmental Impact Statement, January 2010, ES-2.

Appendix K, Mitigation Strategies for Effects on Fish Stocking, of the Stocking Program EIR/EIS explains the agencies’ strategy and process for managing the fish stocking. This appendix includes the Department of Fish and Game Stocking Evaluation Protocol (Figure K-1) which includes a series of questions that must be answered before stocking of a particular lake is allowed to proceed. We have attached Appendix K for your reference. (See attached Exhibit 3).

While the USFWS recognizes the program being implemented by CDFW, (and presumably by USFWS) the USFWS does not evaluate that program as required by the law. The USFWS needs to not only identify what the CDFW is doing through the program, but how the actions of the CDFW are not sufficient to protect the yellow-legged frog and how the listing and critical habitat designation are essential for the protection of the species. (See 16 U.S.C.A. § 1533 (b)(1)(A)).

The USFWS is required to conserve the species by taking those measures necessary to bring the endangered species or threatened species to the point at which the measures provided pursuant to this chapter are no longer necessary (16 USCA §1532). Regarding fish, the CDFW has a comprehensive program to manage the yellow-legged frog and its relationship with fish. The USFWS has participated effectively with the CDFW in the management of this program and has not expressed concerns to CDFW regarding that management, and when asked by the public, USFWS could not identify any concerns it had with the program.

16 USC §1533 (a)(1)(E) other natural or manmade factors affecting its continued existence.

The USFWS starts its review of natural and manmade factors by addressing contaminants. After a discussion of several hypotheses the agency concludes “Collectively, contaminant risks to mountain yellow-legged frogs are likely a minor risk factor across the range of the species that does not represent a threat to the species at a population level.” (Proposed ESA Listing, 78 FR 24472-01, p. 24490).

Next the USFWS addresses the possible impact of ultraviolet radiation and ultimately concludes “In weighing the available evidence, UV-B does not appear to be a contributing factor to mountain yellow-legged frog population declines in the Sierra Nevada.”(Proposed ESA Listing, 78 FR 24472-01, p 24491).

Next the USFWS addresses climate change. The agency spends some time explaining a variety of climate change models, vulnerability analysis, global climate projections, and the high uncertainty of projections including studies that come to opposite conclusions. The agency ultimately concluded “it is difficult to draw general conclusions about the effects of climate change on precipitation patterns in the Sierra Nevada (PRBO, 2011, p. 18)”. (Proposed ESA Listing, 78 FR 24472-01, p 24492). After recognizing the substantial variability in projections and the uncertainty of conclusions based on climate change models the agency argues in one paragraph that the mountain yellow-legged frog may be impacted by the increased severity of winter storms and in the next paragraph that reduced snowpack and enhanced evapotranspiration following higher temperatures may impact tadpoles. Based on a substantial amount of hypothetical extrapolation the agency finally concludes that “Climate change represents a substantial future threat to the persistence of mountain yellow-legged frog populations.” (Proposed ESA Listing, 78 FR 24472-01, p 24493).

The County is concerned that the reasoning of the agency looks more like a conclusion looking for justification than it does the best scientific and commercial data available. The position taken by the USFWS that climate change represents a substantial future threat to the MYLF is not

supported by the record. What the agency conclusion does say by its statement is that there is clearly no current threat to the species from climate change, and we cannot tell from the proposed rule the timeframe in which the agency believes that climate change may be a substantial threat in the future. There is a reference to 50 years in the proposed rule but it is unclear if that term of years was used or a greater term.

Next the USFWS addresses small population size. The agency does recognize that "Small populations may be less able to respond to natural environmental changes," (Proposed ESA Listing, 78 FR 24472-01, p 24493) but it does not recognize that the small distinct populations may be the very thing that saved the species from extirpation from the chytrid fungus. The agency's lack of understand on how to protect a species from disease is evident when it states "The extinction risk of a species represented by few small populations is magnified when those populations are isolated from one another." (Proposed ESA Listing, 78 FR 24472-01, p 24494). It is the fact that only small isolated distinct populations of the yellow-legged frog remained that saved the species from extirpation from the chytrid fungus. The agency must recognize the need to maintain distinct populations and isolate them from each other for the near term until it gets a better understanding of the disease that is having such a catastrophic effect on the species. Instead of identifying small populations as a significant threat, the agency should recognize that currently small distinct populations are an asset. Protecting and expanding isolated distinct populations is the avenue to successful conservation of the species.

Ultimately the agency evaluates the cumulative effect of all the above natural or manmade factors and finds that the following four risk determinations 1) a "minor risk factor" (addressing contaminants); 2) "does not appear to be a contributing factor" (the possible impact of ultraviolet radiation); 3) "a substantial future threat (but no current threat from climate change);" and 4) "a significant threat" (from small populations), results in a conclusion of a substantial ongoing threat to the yellow-legged frog. The County believes that even if the agency's individual conclusions were correct, the cumulative effect does not rise to the level of a substantial ongoing threat, and if the best scientific and commercial data available standard is applied the conclusion would certainly be different.

The reason the County spent the time to evaluate each of the five factors that must be evaluated by the Secretary in order to determine whether a species is endangered is to remind the agency that the only significant factors affecting the continuation of the species is through disease (chytrid fungus) and predation (introduced trout). When the USFWS reviews the adequacy of the existing regulatory mechanisms the agency needs to look at the effectiveness of the CDFW management plan for dealing with the fungus and introduced trout. What the USFWS will find is that the CDFW plan is more than adequate in dealing with the risks. In fact the USFWS will find that the CDFW plan will have the best chance of protecting the species from extirpation and the USFWS plan could result in exacerbating the issue and increasing the risk of extirpation.

Endangered Species Act Critical Habitat Designation

The USFWS proposes to designate critical habitat for the Sierra Nevada yellow-legged frog, the northern distinct population segment (DPS) of the mountain yellow-legged frog and the Yosemite toad. See Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Sierra Nevada Yellow-legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-legged Frog, and the Yosemite Toad, (Proposed Critical Habitat Designation) 78 FR 24516-01.

In order to designate critical habitat for the species the agency is required to identify specific areas within the geographic area occupied by the species that are essential to the conservation of the species and which may require special management considerations or protections.

The agency does not need to include all areas that it might want to protect in the future or all areas that might be helpful to the protection of the species. In fact, the agency can only designate as critical habitat those specific areas that are essential for the conservation of the species. The agency has various other means of protecting the areas outside of designated critical habitat.

This does not mean that the areas outside the critical habitat designation are unimportant. As the USFWS states in the proposed rule “a critical habitat designation does not signal that habitat outside the designated area is unimportant or may not be needed for recovery of the species. Areas that are important to the conservation of the species, both inside and outside the critical habitat designation, will continue to be subject to: (1) Conservation actions implemented under section 7(a)(1) of the Act, (2) regulatory protections afforded by the requirement in section 7(a)(2) of the Act for Federal agencies to ensure their actions are not likely to jeopardize the continued existence of any endangered or threatened species, and (3) the prohibitions of section 9 of the Act if actions occurring in these areas may affect the species. (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24518).

Under section 4(b)(2) of the Endangered Species Act the USFWS is required to identify specific areas within the area occupied by the species at the time of listing on which are found those physical and biological features essential to the conservation of the species and which may require special management considerations or protections. If that area is insufficient to protect the species the agency may identify specific areas outside the geographic area occupied by the species at the time of listing if it is determined that those areas are essential for the conservation of the species. The agency, in this case designated the entire 2.1 million acres of critical habitat for the yellow-legged frog complex as occupied by the species. “In the case of the mountain yellow-legged frog complex and the Yosemite toad, we are proposing to designate critical habitat in areas within the geographic areas that are currently occupied by the species (see “Current Range and Distribution” section above). We are proposing to designate only geographic areas occupied by the species because the present geographic range is of similar extent to the historic

range and therefore sufficient for the conservation of the species.” (Proposed ESA Designation), 78 FR 24516-01, p. 24523.

The county believes that much of the 2.1 million acres of critical habitat is not occupied by the species, and the USFWS designated the area as occupied so that they did not have to comply with the more stringent standard required to justify inclusion of areas outside the area occupied by the species as critical habitat.

“Under the ESA, critical habitat can be composed of areas either occupied or unoccupied by the listed species. Designation of unoccupied areas requires a more rigorous justification from the Service than does the designation of occupied areas.” *Alaska Oil & Gas Ass'n v. Salazar*, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013)

“The statute thus differentiates between “occupied” and “unoccupied” areas, imposing a more onerous procedure on the designation of unoccupied areas by requiring the Secretary to make a showing that unoccupied areas are essential for the conservation of the species. Although this appeal turns primarily on the factual question of whether the FWS treated unoccupied areas as occupied to avoid this more onerous process, we face the preliminary issue of what it means for an area to be “occupied” under the ESA.” *Arizona Cattle Growers' Ass'n v. Salazar*, 606 F.3d 1160, 1163 (9th Cir. 2010)

Next we turn to the definition of occupied by the species. The law requires the species, at some time, to be capable of occupying the area designated as critical habitat. Occupied means “areas that the species uses with sufficient regularity that it is likely to be present during any reasonable span of time.” *Alaska Oil & Gas Ass'n v. Salazar*, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013) In this designation there are large areas that are not occupied by the species and will never be occupied by the species, Temple Crag, the entire western portion of Mount Tom, and Palisades Glacier to name a few just in Inyo County. The designation was based on the agency misbelief that it could designate entire basins (water basins) as occupied if there was found any population of yellow-legged frog within the basin. If the agency intends to include areas outside that currently occupied by the yellow-legged frog, it must justify that inclusion under the standards of justification for specific areas outside the geographic area occupied by the species. We also do not believe, as discussed elsewhere in this letter, that there is scientific justification for including entire basins in the critical habitat designation.

Prudency Determination

It is not prudent for the agency to move forward with the critical habitat determination until the USFWS determines the proper course action to take against the disease that could potentially wipe out the species in the Sierra Nevada Mountains. The agency is approaching this critical habitat designation as if it were based on normal risks, e.g., destruction of habitat by development, etc. The agency’s approach is misguided and could result in the extirpation of the entire species. The real risk here is extirpation from disease, the chytrid fungus. When combating a disease the strategy is isolation and protection, not integration. The agency needs to approach the protection of the species based on a strategy that will protect the remaining distinct

populations from extirpation, exactly opposite of what the agency is proposing. A uniquely different strategy will need to be implemented.

The USFWS correctly recognizes that it is not prudent to designate critical habitat when the identification of critical habitat can be expected to increase the degree of threat to the species or the designation would not be beneficial to the species. (See Proposed ESA Designation, 78 FR 24516-01, p. 24518). The designation as written would not be beneficial to the species because the strategy of encouraging interaction between distinct populations could lead to extirpation and therefore would increase the degree of threat to the species and would not be beneficial to the species.

Critical Habitat Determinability

The County agrees with the USFWS that critical habitat is determinable, but the County disagrees on the application of determinability on the designation of critical habitat. The methodology used by the USFWS in determining critical habitat does not meet the specificity detail required by of the statute. The agency argues that the area is determinable, but the County disagrees with the area designated and the methodology used by the USFWS in arriving at their conclusion.

Physical and Biological Features

The physical and biological features identified by the agency are 1) Space for individual and population growth and for normal behavior, 2) Food, water, air, light, minerals, or other nutritional or physiological requirements, 3) Cover, 4) Sites for breeding, reproduction, or rearing (or development) of offspring; and 5) Habitats that are protected from disturbance or are representative of the historical, geographical, and ecological distribution of the species.

1. Space for Individual and Population Growth and Normal Breeding

The USFWS clarified its understanding of space when it stated “Therefore, based on the information above, we identify high-elevation water bodies, lake and pond complexes, and adjacent lands within and proximate to water bodies utilized by extant frog metapopulations (mountain lakes and streams) to be a physical or biological feature needed by mountain yellow-legged frogs to provide space for their individual and population growth and for normal behavior.” Proposed ESA Designation, 78 FR 24516-01, p. 24519.

The County agrees with the USFWS when it identifies high-elevation water bodies and adjacent lands within and proximate to the water bodies to be physical or biological features needed by the mountain yellow-legged frogs, but County disagrees with the application of this identified feature to include entire water basins. Most records indicate that yellow-legged frogs will not venture far from water. The scientific evidence states that yellow-legged frogs are rarely found more than 1m (3 ft) away from water. They have strong site fidelity and typically move only a few hundred meters. There have been a few recorded events where yellow-legged frogs have

venture further, but these are rare occurrences that do not rise to the level that would require them to be included as critical habitat essential for the conservation of the species.

2. ~~Food, Water, Air, Light, Minerals, or Other Nutritional or Physiological Requirements~~

The agency generally cites scientific reports for its basis for identified physical and biological features, but when the agency expresses concerns regarding water there is no reference to scientific reports and no scientific basis for the concern. The agency merely states “Habitats, therefore, must maintain sufficient water quality to sustain the frogs within the tolerance range of healthy individual frogs, as well as acceptable ranges for maintaining the underlying ecological community. (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24519). This statement, by itself, is not in debate. The same statement could be said about air. Without air the frogs would not survive. But the jump the agency makes scientifically is when it states “Persistence of frog populations is dependent on a sufficient volume of water feeding into their habitats to provide the aquatic conditions necessary to sustain multiyear tadpoles through metamorphosis. This makes the hydrologic basin (or catchment area) a critical source of water for supplying down gradient habitats.” (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24519). This statement is the basis for designating entire basins as critical habitat. The agency does not cite, nor does it have any scientific justification for stating that water is in any way at risk - no water quality issues, no water use issues. There are no benefits to water basins or change in management policies from the critical habitat designation. As stated previously, much of the proposed designated critical habitat is in wilderness and the remainder is in national forests or parks where there is no risk of additional water development. The water is not at risk and should not be a basis for the agency to designate entire basins just because it has not done the work to identify specific areas that are essential to the conservation of the species. The CDFW has done the work in identifying the specific areas that are essential to the conservation of the species and the USFWS should look to the CDFW and the State’s reports and documentation for identification of those specific areas that are essential.

3. Cover or Shelter

The USFWS identifies the “lack of predation by introduced fishes to be a physical or biological feature needed by the mountain yellow-legged frog to provide cover and shelter.” (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24520). The County agrees with the need for critical habitat free of fish, but the County disagrees with designating the entire 2.1 million acres as free of fish. The County agrees with the CDFW approach to fish and frog management and encourages the USFWS to reexamine its approach to the rule.

4. Sites for Breeding, Reproduction, or Rearing (or Development) of Offspring

The USFWS finds that “persistence of breeding and rearing habitats and access to and from seasonal habitat areas (whether via aquatic or terrestrial migration) to be a physical or biological feature needed by the mountain yellow-legged frog to allow successful reproduction and development of offspring.” (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24520). The County does not disagree with the statement, but is concerned when it is used as justification for the extended distances proposed in the rule. Most seasonal habitat areas that would be accessed by the MYLF for the purpose of breeding and rearing are a short terrestrial or aquatic distance from each other. The designation of this physical and biological feature does not justify the extreme distances in the proposed rule.

5. Habitat Protection From Disturbance or Representative of Historical, Geographic, and Ecological Distributions of the Species.

The agency argues for “dispersal corridors (areas for recolonization and range expansion of further areas) to reestablish populations in extirpated areas within its current range to provide ecological and geographic resiliency.” The County agrees with the concept of dispersal corridors, but as discussed later in this letter, the breadth of those corridors is without scientific justification and not essential for the conservation of the species.

Here the agency also continues to argue for “habitat connectivity habitat connectivity, and a diversity of high-quality habitats across multiple watersheds throughout the geographic extent of the species' ranges and sufficiently representative of the major genetic clades to be a physical or biological feature needed by the mountain yellow-legged frog.” (Proposed Critical Habitat Designation, 78 FR 24516-01. P. 24520). And again the agency is misguided. A strategy of protection of distinct populations from disease is the key to the survival of the species, not connectivity.

Primary Constituent Elements (PCE's) for the Mountain Yellow-legged Frog Complex and Yosemite Toad

Primary Constituent Elements are the elements of physical and biological features that are essential to the conservation of the species. The USFWS identifies three PCE's that are essential for the conservation of the MYLF: 1) Aquatic habitat for breeding and rearing; 2) Aquatic nonbreeding habitat (including overwintering habitat); and 3) Upland areas.

These three PCE's on their face seem reasonable until the details are understood and analyzed together. The proposed designation states that aquatic habitat must be free of fish and other predators. The agency used all localities where presence of living mountain yellow-legged frogs has been confirmed since 1995 as the base habitat. This would be reasonable if it were limited to habitat actually occupied by yellow-legged frogs. But the agency expanded its definition of critical habitat from what should actually have been a few mountain lakes in several lake basins to include entire watershed basins and all the lakes therein comprising 2.1 million acres. It did so

be defining upland areas (not lakes) in such a way as to include substantial area outside the existing occupied lakes.

After the agency identified existing occupied water bodies, the agency then expanded the critical habitat to include stream habitat as the area extending 25m (82 ft) from the bank or shoreline.

This is a reasonable approach and is consistent with scientific reports and documentation. If the agency stopped here in its designation of critical habitat, i.e., waters actually occupied by the MYLF and upland habitat within 25m (82 ft) from the bank or shoreline, they would have stayed within the statutory definition of critical habitat. But the agency further expanded its definition to include substantially more area, much of which does not include any of the physical and biological features required by the statute.

Next the agency expanded the critical habitat boundary to include all hydrologically connected waters within 3 km (1.9 mi) of the above identified habitat. This is considered to be within the dispersal capacity of the MYLF. Once again this would have been considered reasonable because it is justified by scientific evidence of the MYLF's capacity to travel along aquatic corridors and could still be considered essential for the conservation of the species.

From here the agency begins to move away from scientific evidence and begins to make hypothetical projections. The USFWS, in justifying extending the overland areas to 300m (984 ft) refers to a report from Verdenburg *et al.* 2005, p. 564 where Verdenburg documented MYLFs in lakes at a distance of 200m and 400m from lakes previously identified as occupied by MYLFs. Verdenburg stated that if the yellow-legged frogs actually completed such treks, "the required over-land movements of at least 400m and 200m, respectively, would represent remarkable dispersal events for this highly aquatic species." Verdenburg discussed other alternatives for the movement of the MYLFs into the lakes including movement along aquatic corridors. Verdenburg did not state that the overland movement actually occurred; he merely stated that it was one possibility, a "remarkable" possibility. The County is concerned that the USFWS took what was a "remarkable dispersal event" and deemed it to be the expected case and expanded the critical habitat an additional 300 m on that basis.

Next the USFWS expanded the critical habitat to include "the remainder of the watershed upgradient" of that critical habitat. This, by far, expanded the critical habitat in a way that included substantial acreage that did not include any of the physical and biological features essential for the conservation of the species.

Next the agency included complete watersheds (upgradient and downgradient) if they had multiple positive survey records spread throughout the habitat. Then the agency included adjacent subareas up to 3 km (1.9 mi) if the areas had a predominance of PCE's indicating high-quality habitat. According to the agency "These areas are considered essential to conservation and recovery, because they are presumed to be within the dispersal capacity of extant frog metapopulations or their progeny." (Proposed Critical Habitat Designation, 78 FR 24516-01, p.

24524). This “presumed to be” dispersal capacity would mean that now the yellow-legged frog is assumed to not travel overland up to 300m, but assumed to travel 3,000m (3k or 1.9 mi), truly a position beyond reason.

In addition, the above criteria were input into a model that further expanded the critical habitat boundary. It is difficult to define the extent of this last expansion without further understanding of the methodology and assumptions behind the model.

The ultimate result of the above process was to expand the critical habitat from an actual habitat of thousands of acres or perhaps tens of thousands of acres occupied by the species to 2.1 million acres, most of which does not meet the requirement of specific areas within the geographic area occupied by the species that are essential to the conservation of the species and which may require special management considerations or protections.

The courts, as quoted below, have been clear that critical habitat must actually contain physical and biological features essential for the conservation of the species.

“Although a reviewing court must be deferential to agencies and presume valid their actions, agencies must still show substantial evidence in the record and clearly explain their actions. Specifically, in order for an area to be designated as critical habitat, an agency must determine that the area actually contains physical or biological features essential for the conservation of the species. An agency cannot simply speculate as to the existence of such features.”

Alaska Oil & Gas Ass'n v. Salazar, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013)

“The Service attempts to explain its lack of specificity regarding essential features in Unit 2 by claiming that “the Service cannot define and is not required to define a patchwork matrix of denning habitat on a micro scale....” Regardless of the procedure used by the Service for its designation, the statute is clear: The *specific* areas designated as critical habitat *must* contain physical or biological features essential to the conservation of the species at the time of listing.” Alaska Oil & Gas Ass'n v. Salazar, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013)

“Again, areas designated as critical habitat *must* contain physical or biological features essential to the conservation of the species at the time of listing.¹⁸³ Without even minimal evidence in the record showing *specifically* where all the physical or biological features are located within an area, the area cannot be designated as critical habitat. Although each part of Unit 3 does not have to contain each of the three essential features, *every part* of the designation must have at least one.” Alaska Oil & Gas Ass'n v. Salazar, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013)

Fish stocking and other management alternatives

The proposed rule at §17.95(d)(2)(C) states that “This habitat must ... Be free of fish and other introduced predators.”

The agency has been equivocal when asked if they the proposed rule will prevent the CDFW from continuing its fish stocking program in the critical habitat area. Because of the various funding agreements and Memorandums of Agreement between the CDFW and federal agencies including the USFWS and the Forest Service, the County believes that if the rule becomes final as proposed, the CDFW will no longer be able to stock lakes with fish within the boundaries of the critical habitat area. In fact, the proposed regulations suggest that is the intent of the USFWS to move forward with the ESA listing because the California Endangered Species Act (CESA) did not prevent and in fact authorized the CDFW to stock fish. In reviewing the effectiveness of the CESA the proposed rule states “As a candidate species under CESA, the mountain yellow-legged frog complex receives the same protections as a listed species, with specified exceptions. However, CESA is not expected to provide adequate protection for the mountain yellow-legged frog complex given that the CDFG has currently approved take authorization for the Statewide stocking program under CESA for fish hatchery and stocking activities consistent with the joint Environmental Impact Statement/Environmental Impact Report (ICF Jones & Stokes 2010, App. K), wildland fire response and related vegetation management, water storage and conveyance activities, and forest practices and timber harvest (CDFG 2011a, pp. 2-3).” Proposed ESA Listing, 78 FR 24472-01. P. 2448

National Environmental Policy Act (NEPA) Obligation

Normally a critical habitat designation and the accompanying process is considered exempt from NEPA obligations and compliance because it is considered programmatic in nature and does not authorize any specific actions. Specific actions that rise to the level of NEPA review are considered at the time the actions are proposed to be taken. But if, as here, the agency’s programmatic action precludes a specific action by another agency or person (fish stocking by State FWS), and the parallel review was not conducted during the critical habitat process, then NEPA analysis is required. As stated in *Idaho Conservation League*, “if the agency action only could be challenged at the site-specific development stage, the underlying programmatic authorization would forever escape review. To the extent that the plan pre-determines the future, it represents a concrete injury that plaintiffs must, at some point, have standing to challenge. That point is now, or it is never.” *Idaho Conservation League v. Mumma*, 956 F.2d 1508, 1516 (9th Cir. 1992). If the USFWS proceeds ahead with the proposed rule as written, the County believes NEPA analysis will be required.

Consideration of Economic Impact

The County understands that a separate public review process will occur to evaluate the economic impacts of the proposed rule on the County and its residents, but the County would like to inform the agency of the County’s desire to have the following areas excluded from the

critical habitat designation based on the County's belief that they do not meet the minimum criteria set out in the Endangered Species Act. In addition, the County requests the Secretary exclude the following areas because of the substantial economic hardship on the residents of the County that would result from such critical habitat designation. The County believes the benefits of such exclusion substantially outweigh the benefits of specifying such area as part of the critical habitat.

List of Proposed Areas of Exclusion:

- The south fork of Bishop Creek
- The north fork of Bishop Creek, including the Paiute Pass drainage and the Lamarck Lakes drainage
- Pine Creek
- Onion Valley
- Mulkey Meadows
- Birch Creek
- Rock Creek (infected with chytrid fungus)
- The north fork of Big Pine Creek (infected with chytrid fungus)
- The Coyote Flat area, including Cow Creek and Baker Creek (infected with chytrid fungus)

EXHIBIT 1

QUAT-128

Disinfectant safety and use

(Updated 5/8/13)

Background

A commercial grade disinfectant will be used on nets and other equipment in the field to prevent the spread of disease pathogens from one survey area to another. Of particular concern is chytrid fungus that infects frogs. In the past, chlorine has been used as a disinfectant; however, chlorine has proved to greatly accelerate the deterioration of monofilament gill nets. A commercial grade quaternary ammonium disinfectant will be used to replace chlorine. Quat-128 (by Genlabs) has wide germicidal range, is noncorrosive, and low toxicity. Although relatively safe, certain precautions and safety protocols should be observed when handling the disinfectant in its concentrated or diluted form.

Safe Handling

All persons handling concentrated Quat-128 must wear rubber or latex gloves and eye protection. The area where handling occurs should be well ventilated. Although Quat-128 is low in toxicity, prolonged skin contact can be irritating. If skin contact is made, wash off with soap and water. If Quat-128 gets in eyes, flush with water for 15 minutes. Do not ingest Quat-128 liquid or inhale fumes.

Stream Protocol Gear Sterilization

Chytrid fungus is a disease concern that requires equipment sterilization approximately every **1200m** of stream surveying. Additional sterilization between reaches may be necessary when chytrid is known to be present. All equipment that comes in contact with the water must be disinfected. This includes wetsuits, gloves, hood, shoes, snorkel, mask, and dip nets.

Surveys should be conducted going upstream, especially in steep terrain, so the surveyor is closer to eye level with the amphibians. However, in relatively flat meandering meadow stream surveys may be conducted downstream in order to minimize the possibility of spreading disease.

Note: It is recommended (and easiest) to sterilize equipment each night after returning to camp. This alleviates the need to remember how far you went the day before and begins each day clean.

HML Protocol Gear Sterilization

Chytrid fungus is a disease concern that requires equipment sterilization **between drainages**. Surveys within the same drainage should be conducted downstream to eliminate spreading disease. **Anytime equipment is moved upstream it must be sterilized.** Additional sterilization between may be necessary when chytrid is known to be present. All equipment that comes in contact with the water must be disinfected. This includes nets, float tubes, waders, flippers, and depth sounders.

Disinfectant Technique for Nets and Equipment

- A 3 gallon collapsible bucket filled with 1.5 gallon of water should suffice for nets and stream equipment.
- Float tubes, waders and equipment that are non absorbent should be flooded with disinfectant solution on all surfaces and allowed to dry. 3 gallon buckets half full of water work well.
- Dilution: 1 part Quat-128 to 1000 parts water (1 teaspoon of Quat-128 per 1.5 gallon of water). A dedicated 8oz. container marked hazardous should accommodate a 5 person crew for 8 days.
- Clean mud and organic debris from all gear prior to disinfecting
- Soak gear in solution for 5 minutes and let dry.
- Rinse gear just before next use with water from intended survey lake/area.
- Dispose of diluted Quat-128 by pouring on ground at least **50m** from water bodies or streams.

EXHIBIT 2

Guidelines for *Rasi/Ramu* Restoration Projects

This document contains descriptive factors that may require judgment calls with regard to their placement for scores. This was intentional due to the difficulty in developing decision criteria that are flexible enough to accommodate the variety of situations that decision makers will encounter. As restoration can be time-consuming and costly, it is imperative to prioritize in a site-specific manner, but with an overall basin-wide view of our management opportunities, such that the greatest environmental gain occurs with the time, personnel, and money allocated. As research continues, some of our assumptions may be altered, requiring new directions in management.

*Once baseline data collection has been completed within a Management Unit or Planning Watershed, species distribution layouts are created to assist fisheries managers with "management direction" determinations. After considering species distributions, public use, habitat quality, angler use and satisfaction, and other physical parameters, decisions are proposed for future management. As a general rule high use trail corridors should be considered for fisheries management and off trail, isolated, low use, and high quality habitats should be considered for *Rasi/Ramu* habitat expansion or *Rasi/Ramu* restoration through re-introduction.

Rasi/Ramu Restoration Need Prioritization Considerations

The listed criteria are to be applied to a Restoration Project, where the Project is defined as all waters within a basin that will be restored for *Rasi/Ramu* habitat. Restoration is competitive: each proposed project is competing with the others for restoration dollars.

The presence of *Rasi/Ramu* within a basin increases the ease of a restoration project. It also presents less risk that well-intentioned projects may be detrimentally influencing the genetic makeup of *Rasi/Ramu* by interbasin transfers. However, the lack of a *Rasi/Ramu* population does not preclude a restoration project if (historical) habitat exists that has potential for fish removal, and there is a near-basin population of *Rasi/Ramu*.

*For purposes of this table a population will be considered any *Rasi/Ramu* site that would not be recolonized were it to go extinct.

Basin (Planning Watershed):

No *Rasi/Ramu* pops. within basin scores (-) 3. (Not a high priority site-delete 3 points).

One *Rasi/Ramu* pop. within basin scores 1.

Two (or more) *Rasi/Ramu* pops. within basin scores 2.

* If "YES" (one or more pops.), then the basin is potentially a high priority site and could be run through the rest of the decision tree to prioritize restoration in this basin vs. in other possible basins. If "NO" (no pop.), restoration via a transplant between basins still may be a possibility, though a low priority one. If one *Rasi/Ramu* population exists within the basin, and there is no possibility to network, I think it will fall out when taken through the scoring process.

Network potential:

The network potential refers to the number of waters that will be available for *Rasi/Ramu* after completion of the project. (Five ponds should not be as high as five lakes, but two lakes with one pond is better than zero... But this will also be addressed under habitat complexity.) Stability of network relies upon the ability of the *Rasi/Ramu* populations to persist through adverse conditions, such as extreme winters, drought, disease. A water is defined as any habitat that can sustain a population of *Rasi/Ramu* under most conditions.

One to two waters scores 0.

Three to five waters scores 1.

Greater than five waters scores 2.

Management Unit Network Potential:

Potential restoration project provides for networking between planning watersheds within MU scores 1.

Potential restoration project provides for networking between management units scores 3.

Effort (i.e.: Time):

Some watersheds offer such a challenge to fish removal success with current technology that we would deem them physically infeasible. Often it's a combination of physical and social feasibility. (Lake Davis). Waugh Lake or Thousand Island Lake may fall into this category. We could potentially accomplish fish removal with a variety of methods, but cost, social issues, and time/personnel requirements would restrain the project.

A project requiring 1-3 years to complete scores 1.

A project requiring >3 years to complete scores 0.

Physical Feasibility:

Existing fish populations are networked with no barriers scores 0.

Existing fish populations are isolated by barriers, but self-sustaining scores 1.

No existing fish populations or not self-sustaining and isolated by barriers scores 2.

Human Use:

To determine human use, use USFS data where available or a ranking system using information from USFS Wilderness Rangers, distance from trailhead, elevation gain, and distance from packer drop offs. Although this may not appear as important as the other major factors, public support or opposition is often correlated with amount of use.

Low USE scores 2.

Medium USE scores 1.

High USE scores 0.

Extremely high USE scores (-) 1. (i.e.: Thousand Island Lake; South Lake; Rock Creek Lake: delete 1 point).

Genetic differentiation/geographical uniqueness:

An example of a genetically unique population in the eastern Sierra is found in the Independence Management Unit, where the *Rasi/Ramu* site locality population persists. It is the southernmost identified population on the east side so far. A second example is the single remaining *Rasi/Ramu* population found in the Bishop drainage. Historical accounts documented numerous populations; however a complete inventory revealed only one remaining population.

*The presence of zero or greater than five populations in a Management Unit (will define in header paragraph) scores 0. After V. Vredenburg's genetic analysis research is available a table will be developed to assess genetic uniqueness in a more precise manner to assist with determinations.

Two to five populations within a Management Unit scores 0.

Single, isolated, lone population scores 4.

Risk:

The parameters for risk will change as knowledge is accumulated with research. But, risk cannot rate as "high" if it is outside our realm of control. An example: pesticide drift or global warming. If the risks are able to be mitigated through management, the score is higher.

Low risk (a large/robust population (>100 adults); all age classes present; no Bd) scores 0.

*Populations with no Bd at this time may be considered at high risk due to the ability of the Chytrid fungus to immediately wipe-out naïve populations during the initial infection phase.

Medium risk (medium sized population (50-100 adults) –OR- population is Bd positive but persisting) scores 1.

High risk (small population (<50 adults) with Bd present –OR- small populations in marginal habitat) scores 2.

Breeding: (Sites within 500m of restoration area/site).

No breeding site scores 0.

One breeding site scores 1. (1 population).

> One breeding sites scores 2. (>1 population).

Other Factors:

The following factors were considered as either minor or having unknown impacts or solutions compared to the previous major categories or no variables. Each of these factors will score either a zero or a one, for a total of four possible.

Known historic site (or site locality) scores one.

Institutional support, defined as having a completed Management Plan or joint agency effort. CARs, Research Natural Areas, etc. may imply, but only an actual multi-agency coordinated effort should receive a point here.

Habitat Quality (use Roland's model parameters, where applicable. If it fits, score 1). The parameters include elevation; >4 meters maximum depth; two kilometers or less to the nearest tadpole source; and a silt component. We're assuming fish are not present in the application of this factor, due to potential Restoration Project. These factors are all weighted, and the presence of a nearby source population is one of the most important factors!

Habitat complexity multiple habitats would be available to *Rasi/Ramu*, including streams, deep lakes, ponds, and meadows. These water types provide habitat for over-wintering adults and tadpoles, egg laying and rearing habitat, and feeding. Scores one if present.

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FINAL

**HATCHERY AND STOCKING PROGRAM
ENVIRONMENTAL IMPACT REPORT/
ENVIRONMENTAL IMPACT STATEMENT**

STATE CLEARINGHOUSE #2008082025

PREPARED FOR:

California Department of Fish and Game
830 S Street
Sacramento, CA 95814
Contact: Jim Starr

and

U.S. Fish and Wildlife Service
2800 Cottage Way, Room W-1729
Sacramento, CA 95825
Contact: Bart Prose

PREPARED BY:

ICF Jones & Stokes
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January 2010



Appendix K
Mitigation Strategies for Effects of Fish Stocking

Appendix K Mitigation Strategies for Effects of Fish Stocking

Process for Addressing Potentially Significant Salmon and Steelhead Stocking Impacts on Native Salmon and Steelhead Populations

The California Department of Fish and Game (DFG) recognizes that the demographic, genetic and ecological risks to natural salmon and steelhead populations of concern cannot be addressed through hatchery measures alone. Harvest management measures to reduce impacts on natural populations of concern also need to be addressed. In California, the California Fish and Game Commission has the power to regulate the taking of fish. The California Fish and Game Commission has promulgated regulations for the method of taking of commercial and recreational fishing. To this end, the National Marine Fisheries Service (NMFS), DFG, and U.S. Fish and Wildlife Service (USFWS) are currently evaluating mass marking and mark-selective fisheries as part of a proposed fishery management system designed to maximize fishing opportunity while meeting the annual conservation objectives and consultation standards for all west coast salmon stocks. Ultimately, harvest and hatchery management need to be integrated.

An investigation of the factors contributing to the recent collapse of Sacramento River fall-run Chinook salmon concluded that this collapse was due in part to the increasing dominance of hatchery fish in the evolutionarily significant unit (ESU) and the long-term impacts of hatchery straying and other practices on the genetic diversity and fitness of natural populations (Lindley et al. 2009). Based on these findings, Lindley et al. (2009) recommended that a hatchery scientific review panel be formed to review existing hatchery practices and to identify the types of actions that are needed to address these issues.

The fisheries agencies recently sent a memorandum to NMFS's Southwest Fisheries Science Center requesting the formation of an independent scientific review panel to thoroughly review the implications of adopting a mass marking and mark-selective fisheries program and to develop scientifically supported recommendations that adequately address all sides of the management issues for California's natural and hatchery salmon stocks. The review panel is currently being assembled and will meet for the first time in October 2009. This panel would focus on mass marking and mark-selective fisheries programs only, which is a part of the review panel recommended by Lindley et al. (2009) but is not the same as the comprehensive review recommended by that group.

DFG has initiated the Hatchery and Genetics Management Plan (HGMP) process for all of its affected hatchery programs. As a central part of the HGMP process, DFG has instituted and participates in multi-agency steering groups that advise and direct operations of its listed-species hatchery programs (i.e., Iron Gate Hatchery coho, Trinity River Hatchery coho, Warm Spring Hatchery coho, Feather River Hatchery Spring-run Chinook and steelhead, Nimbus Fish Hatchery steelhead, and Mokelumne River Hatchery steelhead). These steering groups include members from NMFS, DFG, hatchery owners, and other state, federal, and local agencies that advise on HGMP requirements for the program. The purpose of the steering groups is to provide expert guidance on strategies and protocols to avoid or minimize impacts of hatchery programs on listed species; to help draft, review,

monitor, and adaptively manage the HGMP for each listed-species program; and to determine whether and how listed-species programs can aid recovery. Through this process, all of DFG's listed-species hatchery programs are currently planning and/or implementing conservation measures to reduce impacts on listed stocks that will be included in associated HGMPs for those programs. HGMPs are being drafted for all DFG-run hatchery programs that propagate ESA-listed species.

For hatchery programs propagating non-ESA listed species of salmon and steelhead, DFG will develop expanded Hatchery Goals and Constraints documents based on the NMFS HGMP template. These documents will clearly state the purpose of the hatchery program and measures to avoid and/or minimize program impacts on ESA-listed salmonids, affected non-ESA listed salmonid species in the watershed and surrounding areas, and the natural-origin component of the propagated stock.

DFG will finalize the draft HGMPs it has prepared in consultation with NOAA Fisheries and develop HGMPs for those hatcheries that do not have draft HGMPs. At the same time, DFG will recommend to the hatchery owners (U.S. Bureau of Reclamation, U.S. Army Corps of Engineers [USACE], East Bay Municipal Utility District [EBMUD], California Department of Water Resources [DWR], PacifiCorp, and DFG as to Mad River and Merced Hatcheries) that the hatchery owners form an independent hatchery scientific review panel (HSRP) to develop a set of recommendations. The HGMPs being completed by DFG would contain language that would allow for adaptive management to incorporate the recommendations of the HSRP and the mass marking and mark-select fisheries panel discussed above.

The purpose of the proposed HSRP review will be to develop detailed options for reducing risks and maintaining the benefits of hatchery production. The HSRP would begin with fact finding, where information about hatchery programs and affected natural populations will be assembled. The HSRP would meet with hatchery staff to make sure the information is accurate and most importantly that each hatchery's population-specific goals for conservation and harvest are captured correctly. Following fact finding, the HSRP would analyze the information and develop proposed solutions for each hatchery program. These draft solutions would then be shared with DFG and the hatchery owners in a series of meetings, where the HSRP would explain the rationale behind its findings and comments would be addressed. HSRP would then issue its final report to the hatchery owners and DFG.

The HSRP review would cover hatchery operations and facilities as well as programmatic issues (brood stock management and release and recovery of hatchery fish). In particular, reproductive and ecological interactions between hatchery and natural fish on the spawning grounds have been identified as a significant concern.

In the interim, as this process described above proceeds, DFG is undertaking the following actions.

- Continue to manage salmon and steelhead hatcheries consistent with California Fish and Game Commission policies;
- Eliminate inter-basin transfer of salmon and steelhead eggs between hatcheries;
- Modify brood stock management to improve native fish input to the genetic pool of native salmon and steelhead populations;

- Review current trucking programs for central valley hatcheries with a goal of increasing volitional release of hatchery-reared salmon and steelhead; and
- Work with salmon and steelhead hatchery owners to modify operational agreements to be consistent with the operational modifications described above.

The comprehensive action planning process and other actions described above will not reduce the significant adverse competition, predation, non-target harvest, or genetic effects of current hatchery operations on native salmon ESUs and native steelhead DPSs to less-than-significant levels.

Process for Addressing Potentially Significant Trout and Inland Salmon Stocking Effects on Sensitive, Native, or Legally Protected Fish and Wildlife Species Other than Native Salmon and Steelhead

This protocol (see Figure K-1) will be used by DFG biologists to determine if a water body may be stocked with DFG hatchery trout or inland salmon. The intent is to reduce to less than significant any impacts from the DFG hatchery stocking program on Decision Species, as defined in this EIR/EIS. The PSEP would include external collaboration with FWS where listed species may be affected, to consider common conservation goals and confer on fish stocking management to best conserve native species.

The first step in the protocol is to determine that the proposed stocking action will not conflict with existing DFG management programs, such as management directions stated in approved Aquatic Biodiversity Management Plans (ABMP), species recovery plans, or species conservation strategies. The next step is to assure that a stocking action will not impact any Decision Species known to occur in the proposed stocking area, and that the proposed stocking is not located in federally designated critical habitat for any potentially impacted Decision Species. If impacts could occur, the DFG fishery biologist will continue to move through the evaluation process below. If no impacts could occur, DFG could stock the water body.

If, based on historic range, a Decision Species could be present, a determination of habitat suitability for the Decision Species will be completed. This may involve a review or survey of stocking area physical habitat characteristics and water quality. Additionally, the presence of a biological community that would normally favor or preclude the presence of the Decision Species may be considered.

If suitable habitat is present, DFG biologists will determine presence of a Decision Species at a proposed stocking area and potential for stocking-related impacts using best available information, including background information found in this EIR/EIS, published papers, new information regarding Decision Species status or susceptibility to impacts from stocked DFG fish, or by conducting appropriate DFG-approved surveys. If Decision Species are present and stocking would have a substantial¹ effect on the species, then the water will not be stocked. However, DFG can reconsider stocking the water during the development of a basin-level, or watershed-level, ABMP that mitigates impacts to Decision Species at a larger spatial scale. If the species are not present, DFG could stock the water body.

A positive stocking evaluation (okay to stock) is valid for a five year period at which time the PSEP process will be re-implemented prior to continued stocking. Should new information become available that necessitates reevaluation prior to the end of the five year period, re-implementation of the PSEP process shall commence prior to continued stocking. Periodic PSEP implementation is independent of and in addition to ongoing CDFG or Federally approved survey protocols implemented under the original PSEP. Both initial and subsequent PSEP implementations shall consider incremental environmental changes attributable to climate change, as well as other available sources of scientific and technical information, in making determinations.

Process for Addressing Potentially Significant Effects of Fish Stocking on Sensitive, Native, or Legally Protected Fish and Wildlife Species under the Private Stocking Permit Program

California Fish and Game Code Section 6401 provides that any person may, under the terms of a permit first obtained from the DFG under regulations prescribed by the California Fish and Game Commission, purchase or receive live fish from any registered aquaculturist and may stock the fish in a stream or lake.

The California Fish and Game Commission has prescribed regulations to further implement this code section at CCR Title 14 Section 238.5. Section 238.5. This regulation contains some general guidelines and prohibitions. For example, Section 238.5(a) prohibits the stocking of aquaculture products that are parasitized, diseased, or of an unauthorized species. Section 238.5(d) prohibits the stocking of fish in any water in which the stocking of such fish is contrary to the fisheries management programs of the DFG for that water or drainage. Section 238.5(d) prohibits the stocking of fish in any water in which the stocking of such fish is contrary to the fisheries management programs of the DFG for that water or drainage. For example, any potential new

¹ The Department is guided by the common sense plain meaning of the word substantial such that a substantial effect means a wide-ranging or long-lasting consequence on a species that extends beyond the temporal or spatial context of one specific direct impact. Such substantial effects could include the following examples:

1. The degree to which the action may adversely affect a species listed as candidate, threatened or endangered under the state or federal Endangered Species Act;
2. A significant reduction in the range of any native species or population of a decision species; or
3. A fundamental change to the structure of an ecosystem, including significant reductions in biodiversity or resiliency to disturbance.

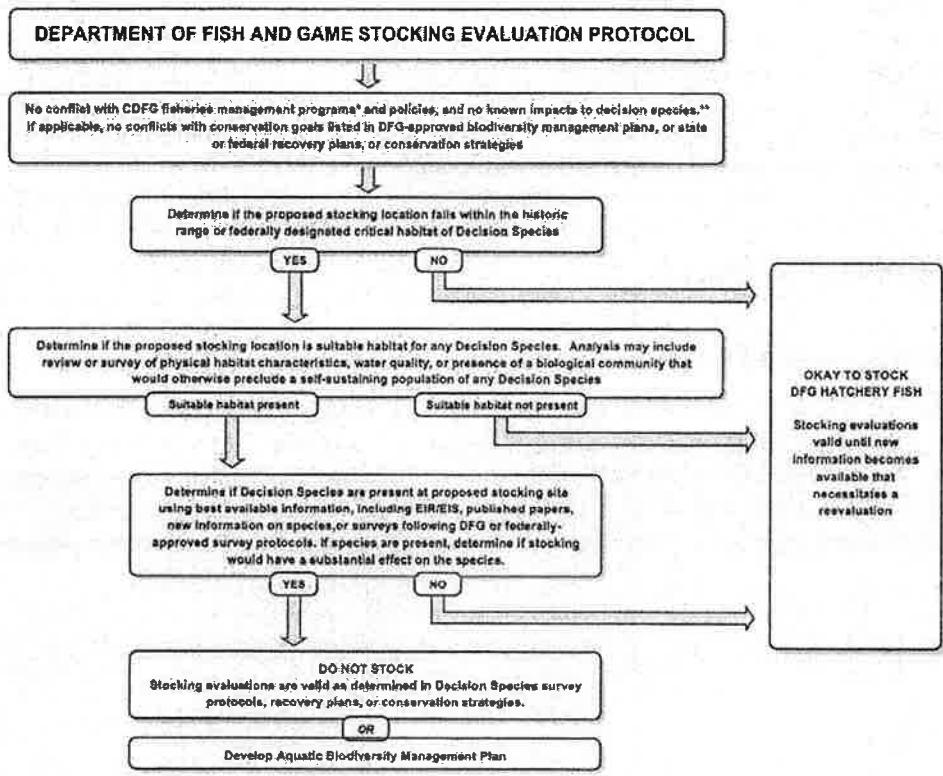
introductions of fish species into an area require the approval of the Chief, Fisheries Branch and any such request must include the objectives, expected benefits, and an evaluation plan for the proposed introduction.

The protocol diagrammed in Figure K-2 is designed to further assist district fisheries biologists and fisheries management supervisors in DFG regions in determining the terms and conditions of an individual permit and whether or not such a permit will be issued. It is also to be used by DFG staff to maximize the success of individual stocking projects and to prevent or minimize ecosystem impacts to the State of California. This protocol is not intended to and does not supersede applicable provisions in the California Fish and Game Code or the regulations adopted by the California Fish and Game Commission to implement that code. The protocol is designed to further clarify those provisions. Each permit will be evaluated on a case-by-case basis by the district fisheries biologist assigned to that geographic area and then either approved or denied under the discretion of the regional manager or his or her designate. The PSEP would include external collaboration with FWS where listed species may be affected, to consider common conservation goals and confer on fish stocking management to best conserve native species.

References Cited

Printed References

- Lindley, S. T., C. B. Grimes, M. S. Mohr, W. Peterson, J. Stein, J. T. Anderson, L.W. Botsford, D. L. Bottom, C. A. Busack, T. K. Collier, J. Ferguson, J. C. Garza, A. M. Grover, D. G. Hankin, R. G. Kope, P. W. Lawson, A. Low, R. B. MacFarlane, K. Moore, M. Palmer-Zwahlen, F. B. Schwing, J. Smith, C. Tracy, R. Webb, B. K. Wells, T. H. Williams. 2009. *What caused the Sacramento River fall Chinook stock collapse?* March 18. Pre-publication report to the Pacific Fishery Management Council.

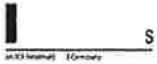


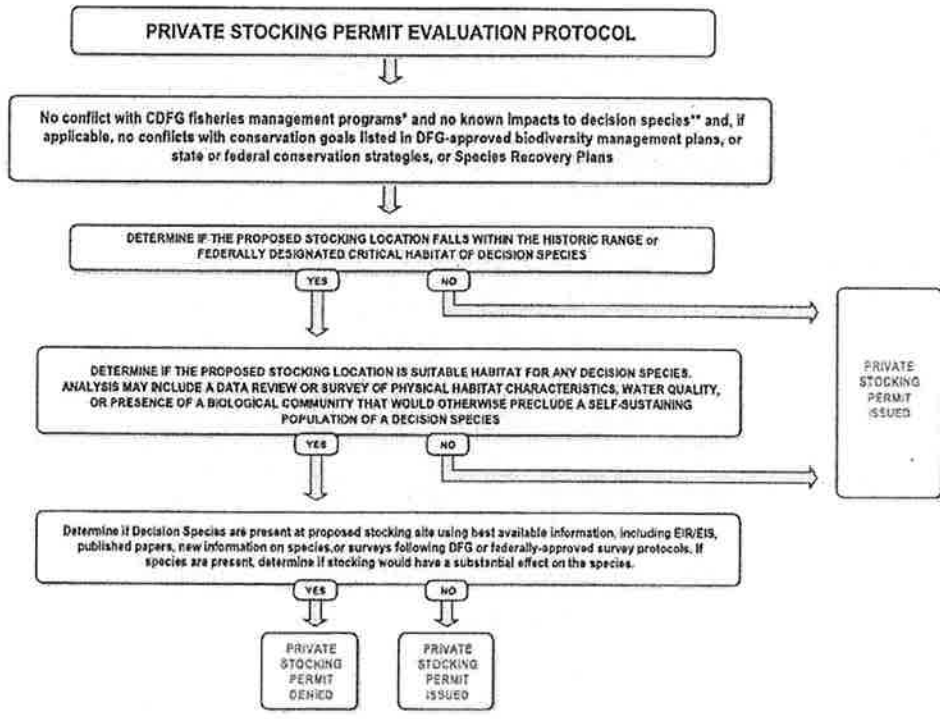
* See Title 14, 238.5(d)(3)
** Decision species are defined in Chapter 4 of the DFG Hatchery EIR/EIS

Source: DFG 2009.

Figure K-1
DFG Trout and Inland Salmon Stocking Evaluation Protocol

Graphic: DFG/USFWS





* See Title 14, 23A, S(1)(3)
 ** Decision species are defined in Chapter 4 of the DFG Hatchery EIR/EIS

Figure K-2
Private Stocking Evaluation Protocol



OFFICE OF THE CLERK
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REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT	Board of Supervisors
ADDITIONAL DEPARTMENTS			
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD	
SUBJECT	Closed Session--Human Resources		

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): Marshall Rudolph, John Vallejo, Leslie Chapman, Bill Van Lente and Jim Leddy. 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: /

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR
PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING

SEND COPIES TO:

MINUTE ORDER REQUESTED:

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ATTACHMENTS:

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History

Time	Who	Approval
12/9/2013 8:40 AM	County Administrative Office	Yes
12/10/2013 10:52 AM	County Counsel	Yes
12/5/2013 2:08 PM	Finance	Yes



**OFFICE OF THE CLERK
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REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session - Public Employee Performance Evaluation: County Administrator	

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrator.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Jim Leddy
PHONE/EMAIL: (760) 932-5414 / jleddy@mono.ca.gov

<p>SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING</p>	SEND COPIES TO:
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Time	Who	Approval
12/9/2013 8:39 AM	County Administrative Office	Yes
12/10/2013 10:56 AM	County Counsel	Yes
12/10/2013 3:52 PM	Finance	Yes



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REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session	

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: Pumice Valley Landfill. Agency negotiator: Tony Dublino, Jim Leddy, Marshall Rudolph, Stacey Simon. Negotiating parties: Mono County and LADWP. Under negotiation: Price.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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Time	Who	Approval
12/11/2013 9:10 AM	County Administrative Office	Yes
12/10/2013 10:57 AM	County Counsel	Yes
12/10/2013 3:52 PM	Finance	Yes



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REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session - County Counsel Performance Evaluation	

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 counsel.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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Time	Who	Approval
12/11/2013 2:57 PM	County Administrative Office	Yes
12/11/2013 1:32 PM	County Counsel	Yes
12/11/2013 4:42 PM	Finance	Yes



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REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT
ADDITIONAL DEPARTMENTS		
TIME REQUIRED		PERSONS APPEARING BEFORE THE BOARD
SUBJECT	Closed Session - Conference with Legal Counsel	

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Fritsch workers compensation claim.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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32 DAYS PRECEDING THE BOARD MEETING**

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Time	Who	Approval
12/12/2013 8:50 AM	County Administrative Office	Yes
12/12/2013 8:49 AM	County Counsel	Yes
12/12/2013 8:58 AM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE	December 17, 2013	DEPARTMENT	
ADDITIONAL DEPARTMENTS			
TIME REQUIRED	1 hour (15 minute presentation, 45 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Wendy Sugimura
SUBJECT	Workshop on Resource Efficiency Plan and County Energy Efforts		

AGENDA DESCRIPTION:

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

Conduct workshop on Resource Efficiency Plan and related County energy efforts.

RECOMMENDED ACTION:

Review Resource Efficiency Plan targets and proposed greenhouse gas emission (GHG) reduction measures, and establish the following reduction targets: Community Emissions: 15% below 2005 levels; County Government Operations: 15% below 2010 levels.

FISCAL IMPACT:

Staff time and the consultant associated with developing strategies and policies for the Resource Efficiency Plan and General Plan Update are covered by the Sustainable Communities Grant through the Strategic Growth Council (California Department of Conservation). Staff time associated with developing the priority programs is covered by department budgets. Specific costs associated with implementation will be brought back at future Board meetings with the complete program description.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760.924.1814 / wsugimura@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
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32 DAYS PRECEDING THE BOARD MEETING

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12/11/2013 9:11 AM	County Administrative Office	Yes
12/10/2013 10:53 AM	County Counsel	Yes
12/10/2013 3:51 PM	Finance	Yes

Mono County Community Development Department

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(760) 924-1800, fax 924-1801
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Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

December 17, 2013

To: Mono County Board of Supervisors

**From: Wendy Sugimura, Associate Analyst
Scott Burns, Director**

Re: Workshop on Resource Efficiency Plan

Action Requested

Review Resource Efficiency Plan targets and proposed greenhouse gas emission (GHG) reduction measures, and establish the following reduction targets:

- Community Emissions: 15% below 2005 levels
- County Government Operations: 15% below 2010 levels.

Background

The goals of the Resource Efficiency Plan are to 1) meet state law¹ for analyzing greenhouse gas (GHG) emissions in the California Environmental Quality Act (CEQA) documentation for the General Plan Update, and 2) provide energy and resource reduction measures that result in cost savings for the County and local residents. While the County is legally required to address GHG emissions, a significant benefit is that the analysis can be used to streamline CEQA studies for future development through tiering (§15183.5). Goal #2 provides direct financial benefits to the County by reducing the cost of operations, and to residents by providing measures to reduce the cost of living.

The purpose of this workshop is to introduce the Resource Efficiency Plan and the GHG emission inventory, reduction target, and proposed reduction measures required by state law. A secondary purpose is to focus specifically on the subset of information related directly to energy and resource reduction initiatives, which also connects to other ongoing Board discussions relating to the County vehicle fleet, facilities, and green project incentives.

Special thanks to the multiple staff and departments that have been participating in this collaborative effort, including Jim Leddy, Joe Blanchard, Tony Dublino, Gerald Frank, Megan Mahaffey, Louis Molina, Tom Perry, Jeff Walters, and Vianey White. PMC (Pacific Municipal Consultants) is the consulting firm providing technical assistance.

Fiscal Impact

Staff time and the consultant associated with developing strategies and policies for the Resource Efficiency Plan and General Plan Update are covered by the Sustainable Communities Grant through the Strategic Growth Council (California Department of Conservation). Staff time associated with implementing cost-saving programs will be covered by department budgets. Specific program descriptions and the associated cost-benefit analyses will be brought back at future Board meetings.

¹ AB 32, the Global Warming Solutions Act of 2005.

Discussion

The Resource Efficiency Plan contains four components: 1) government and community GHG consumption inventories, 2) GHG emission forecast and reduction targets, 3) GHG reduction measures, and 4) a monitoring and reporting tool.

The inventories were developed for government operations in 2010 and local community activities in 2010 and 2005 using accepted industry standards that rely on data records such as electrical, propane, gasoline and diesel usage; solid waste amounts, etc. Community emissions in 2010 totaled 141,260 metric tons of carbon dioxide equivalent (MTCO₂e) emissions, of which 11% or 15,920 MTCO₂e of those emissions were generated by County government operations (see Table A). Total emissions from Mono County constituted 0.031% of statewide GHG emissions in 2010, but the county's per capita emission rate was 0.5% higher than the statewide rate.

Table A: 2010 Government Operation Emissions by Sector

Sector	GHG Emissions (MTCO ₂ e)	Percentage of Total
Facilities	1,430	9%
Public lighting	30	<1%
Vehicle fleet and equipment	1,800	11%
Solid waste*	11,100	70%
Employee travel	1,560	10%
Total**	15,920	100%

* Reflects methane generated from waste in-place, including waste from the Town of Mammoth Lakes.

** Due to rounding, totals may not equal the sum of individual sectors.

A "business-as-usual" forecast was then developed, and an initial reduction target for community emissions has been proposed at 15% below 2005 levels by 2020, which would require a reduction of 42,690 MTCO₂e/year. For government operations, a target of 15% below 2010 levels by 2020 has been proposed, requiring a reduction of 4,310 MTCO₂e/year. These targets are consistent with state law (AB 32), and a monitoring and reporting tool will be developed to assess progress.

In order to achieve the second goal of providing energy and resource reduction measures that result in cost savings, the consultant is extracting the data specific to energy consumption from the above inventories. A similar target of 15% below 2005 levels for community energy consumption and 15% below 2010 levels for County energy consumption is suggested.

In order to achieve these targets, specific policies and programs need to be identified, developed, funded, and implemented. The consultants (PMC) proposed a variety of GHG emission reduction strategies based on the emission sectors and best practices, which have been grouped into three tables: 1) Easy Measures (some are already in progress), 2) Challenging Measures, and 3) Difficult Measures. Those measures specifically relating to the goal of providing cost savings from energy conservation are checked in the "Energy" column. To provide a sense of the financial impact to implement, a general cost concept is provided for each measure as follows:

\$ = potential to fund in annual department budgets

\$\$ = additional funding needed

\$\$\$ = Capital Improvement Program (CIP) project

As these GHG and energy consumption reduction measures are further developed, more cost-benefit and return-on-investment information will be provided to the Board.

TABLE 1: EASY MEASURES

Strategies	Policies & Programs	Energy	\$
Education, outreach, collaboration, information sharing and technical assistance	<ul style="list-style-type: none"> • Work with non-profits, utility providers, etc. to provide technical assistance, financial incentives, and programs. • Provide access to information, resources, and programs via a dedicated County website. • Promote, encourage and support energy efficient technologies, measures, upgrades, and programs. • Actively outreach, educate, and accept feedback. • Collaborate regionally on energy conservation. 	X	\$
Financial incentives	<ul style="list-style-type: none"> • Develop a County PACE (Property Assessed Clean Energy) financing program to provide residents with access to capital for energy projects. 	X	\$ to \$\$
County facilities	<ul style="list-style-type: none"> • Reduce energy consumption through whole-building audits to identify upgrades and retrofits with the most benefits. • Pursue/continue energy efficiency best practices, such as low energy lighting and lighting systems, cool roofs, energy management software, energy star appliances and equipment, smart meters, etc. • Pursue renewable energy generation opportunities on County properties. 	X	\$ to \$\$\$
Private sector green building practices	<ul style="list-style-type: none"> • Offer incentives, such as fee waivers, prescriptive designs, etc., for renewable energy generation or other green projects. • Work with utility providers on financial incentive programs. • Offer technical assistance, education, information, etc. on green building practices and training. 	X	\$
Land use and open space	<ul style="list-style-type: none"> • Encourage development in and adjacent to existing communities, infrastructure, and transportation/transit corridors. • Manage open space to prevent fire and erosion. 		\$
Agricultural practices	<ul style="list-style-type: none"> • Encourage and support locally-grown food and community gardens. • Encourage best practices in fertilizer and pesticide use, and carbon fixation/sequestration. • Provide land use policies to promote the preservation of farmland, open space, and sensitive lands. 		\$
Solid Waste	<ul style="list-style-type: none"> • Increase composting and recycling activities. • Seek opportunities to capture methane emissions and/or install renewable energy systems. • Reduce paper use. 	X	\$ to \$\$
Water and wastewater	<ul style="list-style-type: none"> • Encourage gray water systems. 	X	\$\$

resources	<ul style="list-style-type: none"> • Encourage installation of water conservation measures. • Work with local water districts to track usage and encourage conservation, and with wastewater service providers on efficiency. • Encourage community package treatment systems over septic tanks. • Promote low-impact development solutions for water run-off. 		
Transportation & commuting	<ul style="list-style-type: none"> • Provide alternatives to travel in single-occupancy vehicles: transit, car/van pools, rideshare programs, bicycle programs & infrastructure, walkable communities. • Provide incentives to car/van pool, ride transit, rideshare, bike, etc. • Offer alternatives, such as flexible schedules, telecommuting, locker & shower facilities, bicycle storage, etc. 	X	\$ to \$\$\$
County fleet operations	<ul style="list-style-type: none"> • Improve fleet efficiency standards. • Reduce fuel consumption, for example via technology, staff coordination, vehicle maintenance, carpooling, etc. • Promote the use of off-road vehicle maintenance best practices. 	X	\$\$

TABLE 2: CHALLENGING MEASURES

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Strategy	Policies & Programs	Energy	\$
Financial incentives	<ul style="list-style-type: none"> • Use County funds to provide direct financial incentives for energy upgrades, such as rebates or prizes. 	X	\$\$
County facilities	<ul style="list-style-type: none"> • Require green building certifications for all new buildings and renovations. • Require new buildings and renovations to exceed Title 24 standards. 	X	\$\$
Private sector green building practices	<ul style="list-style-type: none"> • Require installation of Variable Frequency Drive water pumps. • Require energy/water audits and retrofits at the time of sale or major remodel. 	X	\$
Utility-scale renewable energy generation	<ul style="list-style-type: none"> • Identify suitable locations for utility-scale renewable energy generation. 	X	\$
Solid Waste	<ul style="list-style-type: none"> • Develop a green procurement policy to reduce waste, etc. 	X	\$
Transportation	<ul style="list-style-type: none"> • Encourage/develop/require electric vehicle charging infrastructure. Make any government infrastructure available for public use. • Provide incentives for employees to purchase and/or contractors to use fuel efficient or 	X	\$\$\$

	alternative fuel vehicles.		
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TABLE 3: DIFFICULT MEASURES			
Strategies	Policies & Programs	Energy	\$
Private sector green building practices	<ul style="list-style-type: none"> • Adopt “reach” codes requiring stricter energy standards in advance of State Building Code regulations, such as net zero energy, or exceed Title 24 or CALGreen water conservation requirements. • Efficiencies achieved via economies of scale, such as bulk discounts for solar photovoltaic systems. 	X	\$
Solid waste	<ul style="list-style-type: none"> • Adopt a 75% diversion goal (over the current 50% requirement). • Reducing waste from commercial operations, such as banning single-use bags and polystyrene containers. • Additional regulatory measures, such as fines for contaminating recycling streams. 		\$\$
Transportation & Commuting	<ul style="list-style-type: none"> • Construction of natural gas infrastructure. • Parking demand management strategies, such as preferred parking for employees using transit, pay parking, etc. 	X	\$\$\$
Water resources	<ul style="list-style-type: none"> • Recycled water use for County landscaping 	X	\$\$

Based on Board discussion, the targets and reduction measures will be adjusted, included, or excluded from the Resource Efficiency Plan. Staff will continue to develop energy/resource conservation measures that provide cost savings, and bring back program specifics with cost-benefit or return-on-investment analyses within the context of this Plan.

A draft of the Resource Efficiency Plan is expected to be completed in early February 2014, and can be reviewed with the Planning Commission and, if desired, the Regional Planning Advisory Committees (RPACs) prior to being brought back to the Board.

Please contact Wendy Sugimura at 760.924.1814 or wsugimura@mono.ca.gov with any questions.