

# Agenda

## County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch, the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

**June 26, 2012**

**9:00 a.m. INVOCATION** by Supervisor Richard Cervantes

### **PLEDGE OF ALLEGIANCE**

### **COMMENT** (Portion of the Agenda when Board takes comment from the public and County staff)

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
3. **INTRODUCTION** – Mr. Jed Eropkin, Assistant Civil Engineer, will be introduced to the Board.

### **CONSENT AGENDA** (Approval recommended by the County Administrator)

#### **COUNTY ADMINISTRATOR**

4. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
5. **Integrated Waste Management** – Request approval of the Agreement between the County of Inyo and Pahrump Valley Disposal, Inc., for waste hauling services in the communities of Shoshone and Charleston View, in the amount of \$61,050.74 for FY 2012-13, for a total Contract amount not to exceed \$188,701.73, for the period of July 1, 2012 through June 30, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
6. **Integrated Waste Management** – Request approval of the Agreement between the County of Inyo and Pahrump Valley Disposal, Inc., for waste hauling services in the community of Tecopa, in the amount of \$54,931.85 for FY 2012-13, for a total Contract amount not to exceed \$169,788.86, for the period of July 1, 2012 through June 30, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
7. **Integrated Waste Management** – Request approval of the Agreement between the County of Inyo and Pahrump Valley Disposal, Inc., for waste hauling services in the community of Furnace Creek, in the amount of \$51,741.12 for FY 2012-13, for a total Contract amount not to exceed \$159,926.62, for the period of July 1, 2012 through June 30, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

8. ***Integrated Waste Management*** – Request approval of the Agreement between the County of Inyo and Pahrump Valley Disposal, Inc., for waste hauling services in the community of Death Valley Junction, in the amount of \$1,425.84 for FY 2012-13, for a total Contract amount not to exceed \$4,407.14, for the period of July 1, 2012 through June 30, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
9. ***Integrated Waste Management*** – Request approval of the Agreement between the County of Inyo and Preferred Septic & Disposal for chemical toilet services at the Big Pine Transfer Station, and the Independence and Lone Pine landfills, in the amount of \$3,600 for FY 2012-13, for a total Contract amount not to exceed \$11,127.24, for the period of July 1, 2012 through June 30, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
10. ***Integrated Waste Management*** – Request approval of the Agreement between the County of Inyo and Ridgecrest Sanitation for the transport of solid waste from the Homewood Canyon Transfer Station to the Ridgecrest Landfill in Kern County, in the amount of \$13,716.48 for FY 2012-13, for a total Contract amount not to exceed \$42,396.27, for the period of July 1, 2012 through June 30, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
11. ***Integrated Waste Management*** – Request approval of the Agreement between the County of Inyo and American Refuse, Inc., for waste tire hauling services, in the amount of \$33,276 for FY 2012-13, for a total Contract amount not to exceed \$102,852.79, for the period of July 1, 2012 through June 30, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
12. ***Parks & Recreation*** – Request approval of the Lease between the County of Inyo and the Los Angeles Department of Water and Power for property utilized for Mendenhall Park, for the annual rate of \$500 per year for period of October 1, 2012 through September 30, 2017, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
13. ***Personnel*** – Request Board approve a resolution appointing George Milovich to the position of Interim Agricultural Commissioner/Sealer of Weights and Measures, contingent upon the appropriate signatures being obtained.

#### **HEALTH AND HUMAN SERVICES**

14. ***Mental Health Services*** – Request Board declare Gary Ernst a sole source provider of certain mental health fiscal consultation services for FY 2012-13 and approve the Contract and HIPAA Business Associate Agreement between the County of Inyo and Gary C. Ernst for mental health fiscal consulting services, for the period of July 1, 2012 through June 30, 2013, in an amount not to exceed \$20,000, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign.
15. ***Health Service*** – Request approval of the Contract between the county of Inyo and Richard O. Johnson, MD, for Health Officer services, in an amount not to exceed \$686,871, for the period of July 1, 2012 through June 30, 2017, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
16. ***Behavioral Health Services*** – Request approval of the FY 2012-13 Net Negotiated Amount Contract Amendment for Substance Use Disorder services with Department of Health Care Services and the California Department of Alcohol and Drug Programs with a FY 2012-13 increase of \$47,500 for federal Drug Medi-Cal funds, for a new multi-year Contract total of \$1,343,773; and authorize the Chairperson to sign.

#### **DEPARTMENTAL (To be considered at the Board's convenience)**

17. ***HEALTH AND HUMAN SERVICES – Senior Services*** – Request Board A) approve Contract #AP-1213-16 between the California Department of Aging and the County of Inyo, for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$750,878 for the period of July 1, 2012 through June 30, 2013; and authorize the Chairperson to sign; and B) notify Mono County and IMAAA of your Board's intent to provide thirty-day notice to withdraw from the Joint Powers Agreement, effectively terminating the Inyo Mono Area Agency on Aging.

18. **HEALTH AND HUMAN SERVICES – ESAAA - Senior Services** Request Board appoint the following existing Inyo Mono Area Agency on Aging (IMAAA) Advisory Council Members, who have participated during the previous nine months of transition planning, to the new Eastern Sierra Area Agency on Aging Advisory (ESAAA) Council pending adoption of the ESAAA Advisory Council by-laws prior to the end of 2012: Mr. Roger Rasche, Chairperson; Ms. Selma Calnan, Vice-Chairperson, Ms. Rachel Lober, Ms. Yvonne Deming, Ms. Jennifer Duncan, Ms. Evelyn Mae Nikolaus and Mr. Jim Ellis.
19. **PUBLIC WORKS** – Request Board A) amend the FY 2011-12 State Funded Road Budget Unit 034601 by increasing estimated revenue in Federal Grants (*Revenue Code #4555*) by \$31,780 and increasing appropriations in Sabrina Bridge (*Object Code #5711*) by \$31,780; (*4/5's vote required*); and B) ratify and approve the Contract between the County of Inyo and Eastern Sierra Engineering for engineering services, in an amount not to exceed \$31,780, for the period of June 15, 2012 through June 15, 2015, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
20. **PUBLIC WORKS** – Request Board approve Amendment No. 5 to the Contract between the County of Inyo and Owenyo Services for the operation and maintenance of the Independence, Laws, and Lone Pine town water systems, extending the term of the Contract through August 31, 2012 and increasing the total amount of the Contract to an amount not to exceed \$1,673,122.56, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
21. **COUNTY ADMINISTRATOR** – Request approval of the Amendment to the Exclusive Negotiation Agreement for construction and leasing of Inyo County Consolidated Office Building, between the County of Inyo and Joseph Enterprises, extending the Phase I expiration date to November 30, 2012; and authorize the County Administrator to sign, contingent upon the appropriate signatures being obtained.
22. **CLERK OF THE BOARD** – Request approval of the minutes of the June 12, 2012 Board of Supervisors Meeting.

**TIMED ITEMS** (Items will not be considered before scheduled time)

- 9:30 a.m. 23. **HEALTH AND HUMAN SERVICES – ESAAA – Senior Services** - Health and Human Services will conduct a workshop to present and discuss the financial, needs, and utilization data that will be used to inform the decisions being requested during the 1:00 p.m., timed items on today's agenda for the Eastern Sierra Area Agency on Aging.
- 10:45 a.m. 24. **COUNTY ADMINISTRATOR** – The Film Commissioner, Mr. Chris Langley will present the Film Commissioner's Year End Report.
- 1:00 p.m. 25. **HEALTH AND HUMAN SERVICES – ESAAA - Senior Services** – Request Board:
  - A) Set the minimal percentages of applicable Title IIIB funding (totaling \$107,406 for the Inyo-Mono Region), per California Code of regulations (CCR), Title 22, Article 3, Section 7312, for what adequate portion of those federal funds will be used annually throughout the four year plan period, to provide Access, In-Home Services, and Legal Assistance in the Planning and Service Area of Inyo and Mono counties; based on utilization trends and needs assessments completed by local seniors, those recommended minimal percentages are 50% for Access, 5% for In-Home Services and 10% for Legal Assistance;
  - B) Provide direction to staff about a maximum contract amount to include in a Request for Proposals (RFP) for Legal Assistance, and in a contract for Lifeline assistance; and
  - C) Provide policy direction to staff about funding levels within service categories either within the region, or within each of Mono and Inyo counties.
26. **HEALTH AND HUMAN SERVICES – ESAAA - Senior Services** – Request Board approve the Agreement between the County of Inyo and the County of Mono for the provision of Senior Services in the amount of \$41,660 for the period of July 1, 2012 through September 30, 2012, contingent upon the Board's adoption of a FY 2012-13 budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

## **CORRESPONDENCE - ACTION**

### **BOARD MEMBERS AND STAFF REPORTS**

**COMMENT** (Portion of the Agenda when the Board takes comment from the public and County staff)

#### **27. PUBLIC COMMENT**

### **CLOSED SESSION**

28. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(C)]** – Decision whether to initiate litigation (one case).
29. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion, Information Services Director Brandon Shults, and Planning Director Josh Hart.
30. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistants Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.
31. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.
32. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director of Child Support Services Susanne Rizo, Chief Probation Officer Jeff Thomson.
33. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. – Instructions to Negotiators re: wages, salaries and benefits – Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) – Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.
34. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

### **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**

## **CORRESPONDENCE - INFORMATIONAL**



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

*[Handwritten Signature]*

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Integrated Waste Management

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Agreement Between the County of Inyo and Pahrump Valley Disposal, Inc. for Waste Hauling Services from Shoshone and Charleston View to Pahrump, Nevada Waste Disposal Facility

**DEPARTMENTAL RECOMMENDATION:** Request that your Board 1) approve the agreement between the County of Inyo and Pahrump Valley Disposal, Inc. for waste hauling services in the communities of Shoshone and Charleston View in an amount not to exceed \$61,050.74 for fiscal year 2012/13 with a contract term of July 1, 2012 through June 30, 2015 in the total amount not to exceed \$188,701.73 subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signature.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Pahrump Valley Disposal, Inc. (PVD) is the only provider of solid waste transfer services in the Shoshone/Charleston View area and holds the required permit to operate the service. Bids were solicited from local and out-of-county waste haulers. PVD will place seven 3-yard bins, one 20-yard covered waste bin, and one 20-yard brush bin in the community of Shoshone and three 6-yard bins in Charleston View to be picked up once per week; and will provide on an as needed basis pick-up of 1 enclosed roll-off container for recycling.. The waste will be transported to the Pahrump landfill. Bids are summarized below:

Pahrump Valley Disposal: \$61,050.74 Annually (Includes Required Recycling Component)  
 American Refuse: \$56,841.40 Annually (Does Not Include Required Recycling Component)

**ALTERNATIVES:** Your Board could choose to not implement this agreement and not place bins in the communities of Shoshone and Charleston View and require the residents to transport their waste to the Pahrump landfill.

**OTHER AGENCY INVOLVEMENT:** County Counsel, Auditor, Risk Management

**FINANCING:** These services will be paid out of the Solid Waste Budget 045700, Object Code 5265 Professional Services contingent upon adoption of the Fiscal Year 2012/13 Budget.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  <i>[Signature]</i> Approved: _____ Date <u>5.24.12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  <i>[Signature]</i> Approved: <u>Yes</u> Date <u>6/4/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  <i>[Signature]</i> Approved: <u>✓</u> Date <u>6/7/12</u>

**DEPARTMENT HEAD SIGNATURE:** *[Signature]* Date: 6/18/12  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Pahrump Valley Disposal  
FOR THE PROVISION OF Shoshone/Charleston View Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012

**TO:** June 30, 2015

**SCOPE OF WORK:**

Provide once per week pick-up of the following located in Shoshone/Charleston View and transport the waste to the Pahrump, NV waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

7-3 yard containers in Shoshone  
1-20 cubic yard covered container (Solid Waste) in Shoshone  
1-20 cubic yard container (Brush) in Shoshone

3-6 yard containers in Charleston View

Provide on an as needed basis pick-up of 1-Enclosed Roll-off container for recycling of aluminum cans, tin/metal and foil, plastic #1-7, glass, cardboard and newspaper.

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Integrated Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Pahrump Valley Disposal  
FOR THE PROVISION OF Shoshone/Charleston View Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012 **TO:** June 30, 2015

**SCHEDULE OF FEES:**

County will pay contractor \$61,050.74 annually for all the work in Attachment A, to be invoiced monthly.

ANNUAL SERVICE TOTAL FOR FISCAL YEAR 2012/2013: \$61,050.74

The term of the contract will be for a period of three fiscal years. Beginning with the 2013/2014 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Southern California CPI; however, such increases shall not exceed 3% in any fiscal year.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

6

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Integrated Waste Management

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Agreement Between the County of Inyo and Pahrump Valley Disposal, Inc. for Waste Hauling Services from Tecopa to Pahrump, Nevada Waste Disposal Facility

**DEPARTMENTAL RECOMMENDATION:** Request that your Board 1) approve the agreement between the County of Inyo and Pahrump Valley Disposal, Inc. for waste hauling services in the community of Tecopa in an amount not to exceed \$54,931.85 for fiscal year 2012/13 with a contract term of July 1, 2012 through June 30, 2015 in the total amount not to exceed \$169,788.86 subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signature.

**CAO RECOMMENDATION:**

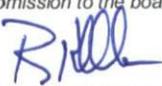
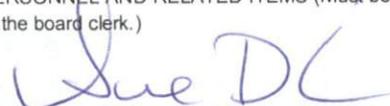
**SUMMARY DISCUSSION:** Pahrump Valley Disposal, Inc. (PVD) is the only provider of solid waste transfer services in the Tecopa area and holds the required permit to operate the service. Bids were solicited from local and out-of-county waste haulers. PVD will place four 3-yard bins, one 20-yard covered waste bin, one 20-yard brush bin and three 6-yard bins in the community of Tecopa to be picked up once per week; and will provide on an as needed basis pick-up of 1 enclosed roll-off container for recycling.. The waste will be transported to the Pahrump landfill. Bids are summarized below:

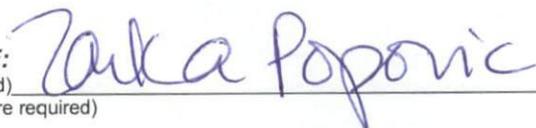
Pahrump Valley Disposal: \$54,931.85 Annually (Includes Required Recycling Component)  
 American Refuse: \$62,316.05 Annually (Does Not Include Required Recycling Component)

**ALTERNATIVES:** Your Board could choose to not implement this agreement and not place bins in the community of Tecopa and require the residents to transport their waste to the Pahrump landfill.

**OTHER AGENCY INVOLVEMENT:** County Counsel, Auditor, Risk Management

**FINANCING:** These services will be paid out of the Solid Waste Budget 045700, Object Code 5265 Professional Services contingent upon adoption of the Fiscal Year 2012/13 Budget.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>        </u> Date <u>5.24.12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>        </u> Date <u>5/30/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>        </u> Date <u>6/1</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 6/18/12  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Pahrump Valley Disposal  
FOR THE PROVISION OF Tecopa Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012 **TO:** June 30, 2015

**SCOPE OF WORK:**

Provide once per week pick-up of the following located in Tecopa and transport the waste to the Pahrump, NV waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

- 1-3 cubic yard container (Community Center)
- 1-3 cubic yard container (Anderson and Downey)
- 1-6 cubic yard container (Anderson and Downey)
- 1-3 cubic yard container (Grimshaw and Downey)
- 1-3 cubic yard container (Bonita and Bob White)
- 2-6 yard containers (Triangle)
- 1-20 cubic yard covered container (Solid Waste) (Tecopa Park)
- 1-20 cubic yard container (Brush) (Tecopa Park)

Provide on an as needed basis pick-up of 1-Enclosed Roll-off container for recycling of aluminum cans, tin/metal and foil, plastic #1-7, glass, cardboard and newspaper.

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Integrated Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Pahrump Valley Disposal  
FOR THE PROVISION OF Tecopa Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012 **TO:** June 30, 2015

**SCHEDULE OF FEES:**

County will pay contractor \$54,931.85 annually for all the work in Attachment A, to be invoiced monthly.

ANNUAL SERVICE TOTAL FOR FISCAL YEAR 2012/2013: \$54,931.85

The term of the contract will be for a period of three fiscal years. Beginning with the 2013/2014 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Southern California CPI; however, such increases shall not exceed 3% in any fiscal year.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 7

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Integrated Waste Management

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Agreement Between the County of Inyo and Pahrump Valley Disposal, Inc. for Waste Hauling Services from Furnace Creek to Pahrump, Nevada Waste Disposal Facility

**DEPARTMENTAL RECOMMENDATION:** Request that your Board 1) approve the agreement between the County of Inyo and Pahrump Valley Disposal, Inc. for waste hauling services in the community of Furnace Creek in an amount not to exceed \$51,741.12 for fiscal year 2012/13 with a contract term of July 1, 2012 through June 30, 2015 in the total amount not to exceed \$159,926.62 subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signature.

**CAO RECOMMENDATION:**

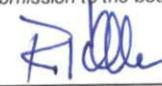
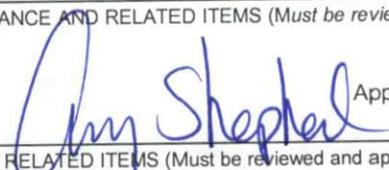
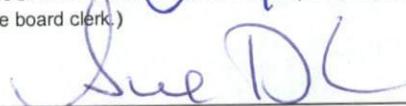
**SUMMARY DISCUSSION:** Pahrump Valley Disposal, Inc. (PVD) is the only provider of solid waste transfer services in the Furnace Creek area and holds the required permit to operate the service. Bids were solicited from local and out-of-county waste haulers. PVD will place twenty 3-yard bins in the community of Furnace Creek to be picked up twice per week; and will provide every other week pick-up of one-6 cubic yard container for recycling. The waste will be transported to the Pahrump landfill. Bids are summarized below:

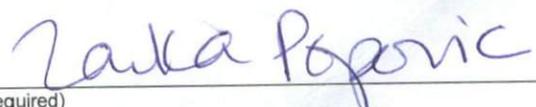
Pahrump Valley Disposal: \$51,741.12 Annually (Includes Required Recycling Component)  
 American Refuse: \$88,804.80 Annually (Does Not Include Required Recycling Component)

**ALTERNATIVES:** Your Board could choose to not implement this agreement and not place bins in the community of Furnace Creek and require the residents to transport their waste to the Pahrump landfill.

**OTHER AGENCY INVOLVEMENT:** County Counsel, Auditor, Risk Management

**FINANCING:** These services will be paid out of the Solid Waste Budget 045700, Object Code 5265 Professional Services contingent upon adoption of the Fiscal Year 2012/13 Budget.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>5-24-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>6/4/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>6/7/12</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 6/18/12  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Pahrump Valley Disposal  
FOR THE PROVISION OF Furnace Creek Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012 **TO:** June 30, 2015

**SCOPE OF WORK:**

Provide twice per week pick-up of 20-3 cubic yard containers for solid waste located in Furnace Creek and transport the waste to the Pahrump, NV waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Provide every other week pick-up of 1-6 cubic yard container for recycling of aluminum cans, tin/metal and foil, plastic #1-7, glass, cardboard and newspaper.

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Integrated Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 202.1.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Pahrump Valley Disposal  
FOR THE PROVISION OF Furnace Creek Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012                      **TO:** June 30, 2015

**SCHEDULE OF FEES:**

County will pay contractor \$51,741.12 annually for all the work in Attachment A, to be invoiced monthly.

ANNUAL SERVICE TOTAL FOR FISCAL YEAR 2012/2013: \$51,741.12

The term of the contract will be for a period of three fiscal years. Beginning with the 2013/2014 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Southern California CPI; however, such increases shall not exceed 3% in any fiscal year.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 8

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Integrated Waste Management

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Agreement Between the County of Inyo and Pahrump Valley Disposal, Inc. for Waste Hauling Services from Death Valley Junction to Pahrump, Nevada Waste Disposal Facility

**DEPARTMENTAL RECOMMENDATION:** Request that your Board 1) approve the agreement between the County of Inyo and Pahrump Valley Disposal, Inc. for waste hauling services in the community of Death Valley Junction in an amount not to exceed \$1,425.84 for fiscal year 2012/13 with a contract term of July 1, 2012 through June 30, 2015 in the total amount not to exceed \$4,407.14 subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signature.

**CAO RECOMMENDATION:**

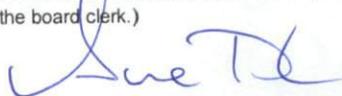
**SUMMARY DISCUSSION:** Pahrump Valley Disposal, Inc. (PVD) is the only provider of solid waste transfer services in the Death Valley Junction area and holds the required permit to operate the service. Bids were solicited from local and out-of-county waste haulers. PVD will place one 3-yard bin in the community of Death Valley Junction to be picked up once per week; and will provide every other week pick-up of one 1 yard container for recycling. The waste will be transported to the Pahrump landfill. Bids are summarized below:

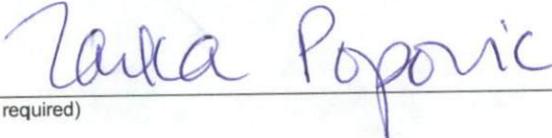
Pahrump Valley Disposal: \$1,425.84 Annually (Includes Required Recycling Component)  
 American Refuse: \$2,220.12 Annually (Does Not Include Required Recycling Component)

**ALTERNATIVES:** Your Board could choose to not implement this agreement and not place bins in the community of Death Valley Junction and require the residents to transport their waste to the Pahrump landfill.

**OTHER AGENCY INVOLVEMENT:** County Council, Auditor, Risk Management

**FINANCING:** These services will be paid out of the Solid Waste Budget 045700, Object Code 5265 Professional Services contingent upon adoption of the Fiscal Year 2012/13 Budget.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county council prior to submission to the board clerk.)  Approved: _____ Date <u>5.24.12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>ju</u> Date <u>5/30/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>5/31/12</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 6/18/12  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Pahrump Valley Disposal  
FOR THE PROVISION OF Death Valley Junction Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012                      **TO:** June 30, 2015

**SCOPE OF WORK:**

Provide once per week pick-up of 1-3 cubic yard waste bin located in Death Valley Junction and transport the waste to the Pahrump, NV waste disposal facility. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Provide every other week pick-up of 1-1 cubic yard container for recycling of aluminum cans, tin/metal and foil, plastic #1-7, glass, cardboard and newspaper.

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Integrated Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Pahrump Valley Disposal  
FOR THE PROVISION OF Death Valley Junction Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012 **TO:** June 30, 2015

**SCHEDULE OF FEES:**

County will pay contractor \$1,425.84 annually for all the work in Attachment A, to be invoiced monthly.

ANNUAL SERVICE TOTAL FOR FISCAL YEAR 2012/2013: \$1,425.84

The term of the contract will be for a period of three fiscal years. Beginning with the 2013/2014 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Southern California CPI; however, such increases shall not exceed 3% in any fiscal year.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

9

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM: Integrated Waste Management**

**FOR THE BOARD MEETING OF: June 26, 2012**

**SUBJECT: Agreement Between County of Inyo and Preferred Septic & Disposal for Chemical Toilet Services at Landfills**

**DEPARTMENTAL RECOMMENDATION:** Request that your Board 1) approve the agreement between the County of Inyo and Preferred Septic & Disposal for chemical toilet services at the Big Pine Transfer Station, and the Independence, and Lone Pine landfills in an amount not to exceed \$3,600.00 for the Fiscal Year 2012/2013 with a contract term of July 1, 2012 through June 30, 2015 in the total amount not to exceed \$11,127.24 subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signatures.

**SUMMARY DISCUSSION:** Integrated Waste Management (IWM) utilizes chemical toilets at the Big Pine Transfer Station, and the Independence, and Lone Pine landfills for on-site personnel. The service will be provided once per week at all locations. IWM requested bid proposals from chemical toilet service providers, with Preferred Septic & Disposal submitting the lowest bid to provide and service the chemical toilets. This bid for services has not been increased over the 2011/2012 service contract year.

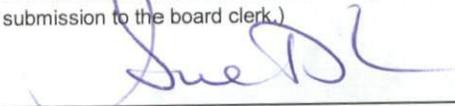
There is no increase in contract costs over the 2011/2012 fiscal year services contract. The services contract is scheduled for a three-year term. The annual contract amount for fiscal years 2013/2014 and 2014/2015 will be adjusted by not more than 3%, up or down, from the previous year based upon the Los Angeles-Riverside-Orange County, California, Consumer Price Index, as determined by the United States Department of Labor, Bureau of Labor Statistics.

**ALTERNATIVES:** This agreement provides toilet accommodations primarily for IWM site personnel and to the public on occasion. Site attendants would have to leave the sites without this service; operations require personnel to remain on site during operating hours. Inyo County Integrated Waste Management solicited bids for this service; Preferred Septic & Disposal submitted the low bid. The bids are summarized as follows:

- Preferred Septic & Disposal                      \$3,600.00 Annually
- Bishop Waste Disposal                              \$8,130.48 Annually

**OTHER AGENCY INVOLVEMENT:** Preferred Septic & Disposal, County Counsel, and Auditor/Controller

**FINANCING:** These services will be budgeted in the Solid Waste Budget 045700, Object Code 5265, Professional Services contingent upon adoption of the Fiscal Year 2012/2013 Budget.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/12/2012</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>6/13/12</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>6/14/12</u>

**DEPARTMENT HEAD SIGNATURE:** Zanka Popovic      Date: 6/18/12  
 (Not to be signed until all approvals are received)  
 Arf chemical toilets bid award.doc

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND Preferred Septic & Disposal  
FOR THE PROVISION OF Chemical Toilets SERVICES

TERM:

FROM: July 1, 2012 TO: June 30, 2015

SCOPE OF WORK:

Supply and Service of three (3) Chemical Toilets to be located at the Big Pine Transfer Station, and Independence and Lone Pine Landfills.

The service will be provided no less frequently than once per week for each toilet at each location.

The chemical toilets can be a standard unit with the following additions:

Handwashing basin with a minimum of a 10 gallon holding tank for water

- Soap dispenser
- Paper towel dispenser
- Small waste basket

Three (3) chemical toilets with additions, serviced 1 time per week.

NOTE: Drain and refill each unit with a minimum of ten (10) gallons of fresh water and one (1) ounce of bleach during each service.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Integrated Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Preferred Septic & Disposal  
FOR THE PROVISION OF Chemical Toilets SERVICES**

**TERM:**

**FROM:** July 1, 2012 **TO:** June 30, 2015

**SCHEDULE OF FEES:**

County will pay contractor \$3,600.00 annually for all the work in Attachment A, to be invoiced monthly.

ANNUAL SERVICE TOTAL FOR FISCAL YEAR 2012/2013: \$3,600.00

The term of the contract will be for a period of three fiscal years. Beginning with the 2013/2014 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Southern California CPI; however, such increases shall not exceed 3% in any fiscal year.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 10

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Integrated Waste Management

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Agreement Between the County of Inyo and Ridgecrest Sanitation for Waste Hauling Services at Homewood Canyon Transfer Station

**DEPARTMENTAL RECOMMENDATION:** Request that your Board 1) approve the agreement between the County of Inyo and Ridgecrest Sanitation for the transport of solid waste from the Homewood Canyon Transfer Station to the Ridgecrest landfill in Kern County in the amount not to exceed \$13,716.48 for fiscal year 2012/2013 with a contract term of July 1, 2012 through June 30, 2015 in the total amount not to exceed \$42,396.27 subject to Board approval and adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signatures.

**SUMMARY DISCUSSION:** This agreement provides for the transfer of solid waste from the Homewood Canyon Transfer Station to the Ridgecrest landfill in Kern County. Transferring this waste to Kern County is economically advantageous. Kern County charges Inyo County for waste disposal pursuant to established Kern County rates based upon the number of residential users that utilize the services. Inyo County currently has an agreement in place to allow for the transferring of waste.

The Board will continue to review these services being provided to the South County communities where the County is subsidizing the trash hauling services. The Board will consider the continued funding of this contract for services during future fiscal years. If the contract expenses are not transferred to the service users, it is understood that the County will continue to fund the waste hauling services contract from July 1, 2012 until termination of services.

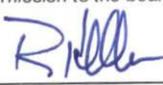
The services contract is scheduled for a three-year term. The annual contract amounts for fiscal years 2013/2014 and 2014/2015 will be adjusted by not more than 3%, up or down, from the previous year based upon the Los Angeles-Riverside-Orange County, California, Consumer Price Index, as determined by the United States Department of Labor, Bureau of Labor Statistics.

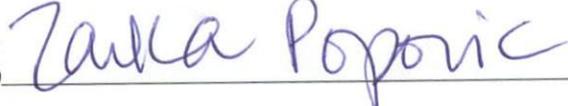
**BID RECAP:**  
 Ridgecrest Sanitation \$13,716.48 Annually  
 American Refuse \$21,441.00 Annually

**ALTERNATIVES:** There are no alternatives. The Homewood Canyon Transfer Station receives waste from the residents of Homewood Canyon and the bins must be emptied and transported to a permitted disposal site.

**OTHER AGENCY INVOLVEMENT:** County Counsel, Auditor/Controller

**FINANCING:** These services will be budgeted in the Solid Waste Budget 045700, Object Code 5265 Professional Services contingent upon adoption of the FY 2012/13 Budget.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: _____ Date <u>5-24-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date <u>5/30/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date <u>5/31/12</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 6/18/12  
 (Not to be signed until all approvals are received)

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Ridgecrest Sanitation  
FOR THE PROVISION OF Homewood Canyon Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012                      **TO:** June 30, 2015

**SCOPE OF WORK:**

Provide once per week pick-up of 7-3 cubic yard containers for solid waste located in Homewood Canyon Transfer Station and transport the waste to the Ridgecrest Landfill in Kern County. All permits and fees required by the State of Nevada are the responsibility of the waste hauler.

Provide once per week pick-up of 2-96 gallon recycling receptacles for recycling of aluminum cans, tin/metal and foil, plastic #1-7, glass, cardboard and newspaper.

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Integrated Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Ridgecrest Sanitation  
FOR THE PROVISION OF Homewood Canyon Waste Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012 **TO:** June 30, 2015

**SCHEDULE OF FEES:**

County will pay contractor \$13,716.48 annually for all the work in Attachment A, to be invoiced monthly.

ANNUAL SERVICE TOTAL FOR FISCAL YEAR 2012/2013: \$13,716.48

The term of the contract will be for a period of three fiscal years. Beginning with the 2013/2014 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Southern California CPI; however, such increases shall not exceed 3% in any fiscal year.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER  11
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Integrated Waste Management

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Approval of Waste Tire Hauling Contract with American Refuse Inc.

**DEPARTMENTAL RECOMMENDATION:**

That your Board 1) approve the agreement between Inyo County and American Refuse, Inc. located in Wasco, California for waste tire hauling services in an amount not to exceed \$33,276.00, for fiscal year 2012/13 with a contract term of July 1, 2012 through June 30, 2015 in the total amount not to exceed \$102,852.79 subject to Board approval and the adoption of future County budgets, and 2) authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signatures.

**SUMMARY DISCUSSION:**

Inyo County Waste Management sought bids from various transportation companies to provide for the collection and removal of waste automotive tires. The service provider is required to furnish one (1) empty enclosed trailer to be staged at the Bishop-Sunland landfill, which will be loaded by landfill personnel on an as needed basis. Upon reaching capacity, and at the County's request, the Contractor will remove the loaded trailer, replacing it with an empty trailer and transport the waste tires to a recycler in Southern California complying with the diversion intent of the Integrated Waste Management Act of 1989.

Waste Management requires that the waste tire hauler complete all of the appropriate documentation required by law, including waste tire manifests and tire trip logs.

The bids for waste tire hauling services are summarized below:

**Nite Owl Transportation**

- Hauling Fee----- \$128.00/ton, cut /whole tires plus applicable fuel surcharge
- Drop/Recycle Fee-- \$ 70.00/whole and cut tires per ton

**American Refuse Inc.**

- Hauling Fee -----\$133.00/ton cut and whole tires (No fuel surcharge)
- Drop/Recycle Fee --\$ 55.00/whole and \$45/cut per ton

**Hawkeye Enterprises----- No Response**

**Doug Clair Inc.----- No Response**

**Construction Specialties ----- No Response**

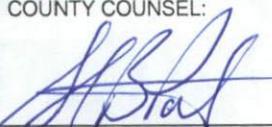
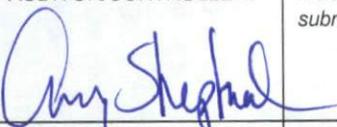
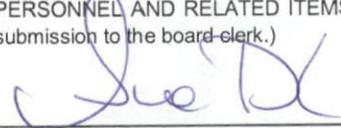
Nite Owl Transportation's total bid price of \$198.00 per ton plus fuel surcharge of \$0.55 per mile with typical distance being 500 miles would have been \$3,047.00 per truck load. Nite Owl Transportation is also entitled to the local business preference of 8%.

American Refuse's bid of \$188.00 per ton with no fuel surcharge added was the low-bid received at \$2,632.00 per truck load. After the 8% local business preference was added to this low bid, American Refuses's bid remains the low bidder.

**ALTERNATIVES:** Waste automotive tires cannot be disposed of in California landfills. If the County landfills are going to accept waste automotive tires from the public then the waste tires must be transported to a certified waste tire processing facility. Inyo County charges a fee for the disposal of the waste tires and just recently increased the disposal fee for the disposal of waste tires accepted at the County landfills.

**OTHER AGENCY INVOLVEMENT:** County Counsel, Auditor, Risk Management

**FINANCING:** The 2012/2013 Solid Waste Budget 045700, Object Code 5265 , Professional & Special Services, will reflect this service expense contingent upon adoption of the FY 2012/13 Budget.

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/30/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/6/12</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>6/7/12</u>

**DEPARTMENT HEAD SIGNATURE:** Zanka Popovic Date: 6/18/12  
(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND American Refuse  
FOR THE PROVISION OF Waste Tire Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012 **TO:** June 30, 2015

**SCOPE OF WORK:**

The project scope of work shall include, but not be limited to, all labor, materials, equipment, supplies, and permits necessary for the loading, securing and transporting. Said scope of work shall include the following:

1. Material to be transported may include waste tires up to 11:24.5 in size (i.e., no loader or grader tires), tires may be in an altered state, i.e., cut, quartered or sliced.
2. For the County's waste tire diversion program, Contractor shall furnish an empty enclosed truck trailer to stage at the Bishop-Sunland landfill, which shall then be loaded on an as-needed basis by landfill personnel. Upon reaching capacity, and at the County's request, Contractor shall furnish an empty replacement trailer and remove the full trailer for hauling to a tire recycling facility. Regardless of the ultimate destination, waste tires shall be used solely for fuel, recycling, or other waste diversion purposed or beneficial use, consistent with the intent of the Integrated Waste Management Act of 1989.
3. For the waste tire diversion program, Contractor shall complete the appropriate documentation required by law, including waste manifest forms and tire trip logs developed by the California Integrated Waste Management Board.
4. Prior to payment being made by the County, Contractor shall furnish copies of manifests or billing of lading to the County for each trip preformed at the County's request.

**WORK SCHEDULE:**

Work tasks and site access shall be coordinated with County staff. Unless otherwise arranged, site access will be scheduled during hours of normal disposal site operation

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND American Refuse, Inc.  
FOR THE PROVISION OF Waste Tire Hauling SERVICES**

**TERM:**

**FROM:** July 1, 2012                      **TO:** June 30, 2015

**SCHEDULE OF FEES:**

Project expenses shall be billed on a unit price basis for waste tire hauling whole and cut tires at \$133.00 per ton of tires. Total project budget shall not exceed \$102,852.79 for for the term from July 1, 2012 through June 30, 2015. A drop/disposal/recycling fee of fifty-five dollars (\$55.00) per ton will be charged for whole tires and a fee of forty five dollars (\$45.00) per ton will be charged for cut tires when tires are hauled.

ANNUAL SERVICE TOTAL FOR FISCAL YEAR 2012/13: \$33,276.00

The term of the contract will be for a period of three fiscal years. Beginning with the 2013/2014 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Southern California CPI; however, such increases shall not exceed 3% in any fiscal year.

**LEASE NO. 1251**

**BETWEEN**

**County of Inyo**

**AND**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF WATER AND POWER**

## ARTICLE I. SPECIFIC TERMS AND PROVISIONS

The Department of Water and Power of the City of Los Angeles, hereinafter Lessor, and:

### County of Inyo

hereinafter Lessee, agree as follows:

1. **LEASED PREMISES:** Lessor leases to Lessee the premises located at 430 N. School Street, Big Pine, Inyo County, California, more particularly shown on the drawing marked *Exhibit A*, attached hereto and made a part hereof.
2. **TERM:** The term of this lease, upon approval by the Board of Water and Power Commissioners, or their designee(s), shall be from October 1, 2012 through September 30, 2017 for a term of five years, unless sooner terminated as herein provided.
3. **DESIGNATED USE:** The subject premises shall be used as a site for a public park only, and for no other purpose.
4. **RENT:**
  - 4.1. Rent – Plus All Taxes:
    - 4.1.1. *Base Rent:* Lessee shall pay to Lessor as base rent the amount of Five Hundred and No/100 Dollars (\$500) per year, in advance, payable on the first day of each month commencing on October 1, 2012 and continuing during the term of this lease.
    - 4.1.2. *Taxes:* In addition to the base rent, Lessee shall pay to Lessor a sum equal to the total amount of all taxes or general or special assessments of whatever nature levied or assessed upon the leased premises and which Lessor shall have paid or be obligated to pay, relative to the subject property for the fiscal year (July 1 through June 30) then current.
  - 4.2. Rent Payment:
    - 4.2.1. Lessee agrees to pay all rent, or any other amount due under the terms of this lease, promptly when due and without deduction, offset, prior notice, or demand, to the Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449. **All payments shall reference Account No. 15877.**
    - 4.2.1.1. Prompt payment shall mean payment at the office of Lessor not more than five (5) days after the due date for the rent as set forth in this lease. Rent due and not paid promptly shall be deemed delinquent.
    - 4.2.2. Lessor is not required to make any demand on the Lessee for the payments, whether on the premises or elsewhere. Billing for any payment shall be for the convenience of the Lessee and not required of the Lessor.
    - 4.2.3. Rent not paid when due shall bear interest from due date until paid, at the rate of 10/12<sup>th</sup> of 1% per month (10% per annum) from the date rent is due. Said sum shall be deemed additional rent.

4.2.4. If any check offered by the Lessee in payment of rent or any other amount due under this agreement is returned for any reason other than that caused by the Lessor's negligence, Lessee shall pay to Lessor a check return processing charge in the amount of Thirty and No/100 Dollars (\$30.00).

5. **PROPERTY TAX EXEMPTION:** In arriving at the amount of basic rent, Lessor has taken into account the fact that Lessee has applied for and/or received a property tax exemption, pursuant to the Revenue and Taxation Code, and, as a consequence, the basic rent does not include any amount allocated to real property taxes. In the event Lessee's exemption is revoked, withdrawn, denied, or terminated for any reason and Lessor pays real property taxes upon the leased premises as a result thereof, then the amount of property taxes paid shall be billed to Lessee as additional rent, and Lessee herewith agrees to pay said additional rent when and as billed.

6. **NOTICES:**

6.1. Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To Lessor:

Los Angeles Department of Water and Power  
Real Estate Section  
300 Mandich Street  
Bishop, California 93514-3449

To Lessee:

County of Inyo  
Parks and Recreation  
163 May Street  
Bishop, CA 93514

6.2. Or to such other address as Lessor and Lessee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

## ARTICLE II. STANDARD TERMS AND PROVISIONS

### 1. LIMITATIONS/RESERVATIONS:

- 1.1. Limitations on Use of Leased Premises: Lessee shall not use the premises, nor any portion thereof, for any purpose other than that hereinabove set forth in Article 1 without first having had and obtained the written consent of the Board of Water and Power Commissioners of the City of Los Angeles (Board), whose consent may be withheld in the Board's sole discretion.
- 1.2. Reservations: This lease is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
  - 1.2.1. There is excepted from this lease and reserved to the Lessor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or premises leased herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
  - 1.2.2. There is also excepted and reserved to the Lessor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights of way, licenses, and permits for other purposes that will not unreasonably interfere with Lessee's use of the premises.

### 2. IMPROVEMENTS:

- 2.1. Lessee Improvements and Alterations:
  - 2.1.1. Lessee shall make no structural improvements, additions, or alterations in, to or upon the leased premises without first obtaining the written consent of the Aqueduct Manager of the Los Angeles Department of Water and Power (Manager). Any conditions, restrictions, or limitations placed upon the approval by the Lessor shall be conditions of this lease as though fully set forth herein once the document is fully executed by both parties. Lessee shall hold the Lessor harmless from liability with respect to any claims regarding any improvements, additions, or alterations made thereto.
  - 2.1.2. Prior to the construction of any improvements, Lessee shall submit to Lessor's Real Estate Section in Bishop, California (Real Estate Section), for concept approval, the preliminary plans and estimated construction cost for such improvements. Said approval, subject to the conditions set forth herein, shall be given in writing, in a reasonably timely manner. Upon approval by the Manager of Lessee's preliminary plans, Lessee shall prepare working drawings and specifications, which shall be true and correct developments of the preliminary plans so approved. Lessee shall then submit a written request for construction approval and a minimum of two (2) complete sets of said approved working drawings and copies of the specifications to the Real Estate Section for written approval by the Manager. Manager's written approval and any conditions related to the construction of the improvements or alterations shall become a part of the

lease as though fully set forth herein once the document is fully executed by both parties. Upon receipt of approval, Lessee shall cause the construction called for by the approved working drawings and specifications to be commenced and completed promptly. No substantial changes, additions, or alterations shall be made in said working drawings or specifications, or in the construction called for thereby, without first obtaining the Manager's approval in writing. Upon completion of the improvements, Lessee shall furnish to the Real Estate Section, at no charge, one complete set of "as-built" drawings. These drawings must include any applicable permit numbers, the structural and other improvements installed by Lessee in the leased premises, and the location and details of installation of all improvements, equipment, utility lines, heating, ventilating, and air-conditioning ducts and related matters. Lessee shall keep said drawings current by updating them in order to reflect any changes or modifications, which may be made in or to the leased premises.

2.1.3. For each and every construction or alteration project undertaken on the leased premises, Lessee shall prepare a construction report. This report shall contain the following elements: (1) type of improvement constructed or altered; (2) floor area or capacity of improvement constructed or altered; (3) total cost of construction or alteration; (4) completion date for construction or alteration; and (5) a copy of the certificate of occupancy. The construction report shall be mailed to the Lessor at the address provided in this lease in Article I, *Notices* section, not later than sixty (60) days following completion of the construction or alteration.

2.1.4. Lessee shall also keep the leased premises and any improvements constructed thereon free and clear of liens for labor and material expended by or for Lessee or on its behalf in accordance with Article II, *Liens* section.

## 2.2. Ownership of Improvements:

2.2.1. During the term the property is leased, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Lessee. Upon the termination of the lease tenancy, said structures, improvements, facilities, or alterations, other than machines, equipment, trade fixtures, and similar installations of a type commonly removed without structural damage to the leased premises, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in the Lessor unless, however, Lessor may request Lessee to remove some or all of said structures, improvements, facilities, or alterations, in which case Lessee shall promptly remove said items at Lessee's sole cost and expense. In the event the removal of any fixture damages any part of the leased premises, Lessee shall repair such damage and restore the leased premises to as good condition as the same was in prior to said damage, reasonable wear and tear excepted.

2.2.2. During the term of this lease, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee for which Lessee has been reimbursed by the Lessor shall thereupon vest in the Lessor.

2.2.3. Upon vesting of title to said structures, improvements, facilities, or alterations in the Lessor, Lessor shall be entitled to additional reasonable

rent, fees and/or other charges, as determined by the Board, and Lessee shall be obligated to pay same for as long as Lessee occupies said structures, improvements, facilities and alterations.

2.3. Damage to or Destruction of Improvements:

2.3.1. If, during the term of this lease, any buildings, structures, or improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk covered by the insurance described in Article II, *Insurance* section, herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease, and Lessee, unless otherwise directed by the Lessor, shall be obligated to restore the leased premises to substantially the same condition as they were immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, *Lessee Improvements and Alterations* subsection of this lease and shall not unreasonably be withheld.

2.3.2. If, during the term of this lease, any improvements on the leased premises, whether such improvements are Lessee- or Lessor-owned, are partially or totally destroyed from a risk not covered by the insurance described in Article II, *Insurance* section, herein, thereby rendering said leased premises partially or totally inaccessible or unusable, such destruction shall not automatically terminate this lease. If, however, the cost of restoration exceeds ten percent (10%) of the full replacement value of improvements, as said value existed immediately before said destruction, Lessee may, at Lessee's option, terminate this lease by giving written notice to the Lessor within sixty (60) days from the date of destruction. If Lessee elects to terminate as above provided, Lessee shall be obligated, unless otherwise directed by the Lessor, to demolish all damaged improvements and remove all debris from the leased premises at Lessee's sole cost. If Lessee fails to exercise its right to terminate this lease, this lease shall continue in full force and effect for the remainder of the term specified herein and Lessee shall restore the leased premises to substantially the same condition as they were in immediately before destruction. Approval from the Lessor for reconstruction of such improvements shall be in accordance with Article II, *Lessee Improvements and Alterations* subsection of this lease and shall not unreasonably be withheld.

2.3.3. Lessee expressly waives the provisions of Civil Code Sections 1932.2 and 1933.4.

3. **LIENS:** During the term of this lease, the fee interest in the real property underlying the leased premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Lessee shall keep any Lessor-owned improvements on the leased premises free and clear of any liens or other encumbrances. By way of specification without limitation, Lessee shall keep the leased premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend the Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the request of Lessee. In the event that Lessee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, the Lessor shall have, in addition

to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Lessee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by the Lessor and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Lessee to the Lessor on demand. Nothing in this Section shall be construed to limit any rights of Lessee to use its leasehold interest as security for any loans to the extent that such use is permitted under this lease. Nothing in this Section shall be construed to place any obligations upon Lessee with respect to liens, loans, or mortgages placed upon the leased premises by the Lessor, its Board, City officers, agents, or employees.

**4. MODIFICATION TO SIZE OF LEASED PREMISES:** It is mutually agreed that land not exceeding ten percent (10%) of the total area of the premises herein leased may be added to or deleted from said leased premises upon approval of the Manager and without requiring additional action by the Board of Water and Power Commissioners unless the modification involves an amount in excess of \$150,000 per year, in which case prior Board approval shall be required. In all instances said changes shall become effective immediately upon written notice to Lessee. The amount of rent payable under this lease shall be increased or decreased on a pro rata basis to reflect any such addition to or deletion of lands.

**5. SIGNS:**

- 5.1. No identification signs pertaining to Lessee's operations shall be installed or placed in or on the leased premises until Lessee has submitted to the Real Estate Section drawings, sketches, design dimensions, and type and character of such identification signs proposed to be placed thereon or therein and has received written approval from the Real Estate Section. The Real Estate Section's written approval and any conditions related to the subject signs shall become a part of the lease as though fully set forth herein once the document is fully executed by both parties.
- 5.2. Other than approved identification signs, Lessee shall not, at any time, under any circumstances, install, place, or maintain any type of advertising, on the leased premises.

**6. LAWS, RULES, AND REGULATIONS:**

- 6.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local government authority.
- 6.2. Lessee shall be solely responsible for any and all civil and/or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations and/or restrictions related to its use or operation of the leased premises, or with any ordinances, statutes, laws, orders, directives and or conditions.

**7. CARE, MAINTENANCE, AND REPAIR OF LEASED PREMISES:**

**7.1. Care of Premises:**

- 7.1.1. Lessee is the current tenant and has examined the premises, knows the condition thereof, and accepts possession thereof in its present condition relying solely on its own inspection and not on any representations that may have been made by the Lessor or any of its agents.

7.1.2. Lessee agrees at its cost to keep the premises in good, clean, orderly, and sanitary condition, and shall not commit nor allow to be committed any waste, nuisance, or disposal of hazardous material or wastes upon the premises. Lessee further agrees to remove from the leased premises anything placed or stored there which Lessor considers to be undesirable or unsightly.

7.1.3. Any restoration of or repairs to the premises made necessary by the installation or removal of any structure, personal property, alteration, or trade fixture owned, placed, attached, or installed by Lessee on the premises shall be made at Lessee's sole cost and expense.

7.2. Maintenance and Repair:

7.2.1. As part of the consideration for this lease, Lessee agrees, at all times hereunder and at its own expense, to keep, maintain, paint, and repair the leased premises and all improvements thereon, if there be any whether owned by Lessor or Lessee, in as good and substantial condition and state of repair as the same now are or in such improved condition as the same may hereafter be placed, reasonable wear and tear and damages by causes beyond Lessee's control excepted, except that regardless of the present condition or state of repair and regardless of the reasonableness or cause of wear, tear, or damages, Lessee shall keep and maintain, at all times hereunder and at its own expense, the premises and all improvements and facilities thereon in as good condition and repair as may be necessary for the safety of all persons who may lawfully enter thereupon.

7.2.2. If Lessee fails to so maintain or repair the leased premises, the Lessor may serve a "Notice to Cure" upon Lessee. Said Notice shall prescribe the work to be accomplished by Lessee in order to correct the maintenance deficiencies and shall state the number of calendar days Lessee shall have to complete the work as prescribed in the Notice. The period of "calendar days" in said Notice shall commence ten (10) days following Lessor's deposit of said Notice in the mail. In addition, a copy of the "Notice to Cure" shall be posted on the leased premises in a conspicuous place.

7.2.2.1. If, in the opinion of the Lessor, any default is of such nature that it cannot physically be corrected within the period originally specified by the Lessor, and if the party in default has responded with a course of action and has commenced to remedy such default promptly after the receipt of such Notice, and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.

7.2.2.2. If the work prescribed in the "Notice to Cure" is not completed by Lessee in a manner reasonably satisfactory to the Lessor, and Lessee fails to correct such work within the time specified by the Lessor in the mailed Notice, or as set forth above, the Lessor may, at its sole option, and at Lessee's sole cost and expense, enter upon the leased premises and perform whatever work may, in the opinion of the Lessor, be required to correct the maintenance deficiencies. If the Lessor exercises

this option, Lessee shall pay to the Lessor a sum equal to the direct cost of labor and materials expended for said work, plus a surcharge equal to fifty percent (50%) of said direct cost. Payment shall be made within thirty (30) days of the date of the Lessor's invoice date for such costs and charges.

7.2.3. In the absence of a written agreement to the contrary, Lessor shall not be required at any time to maintain, paint, or make repairs, improvements, alterations, or additions on or to the leased premises. Lessor reserves the right, however, at any time to perform such maintenance or make such repairs or perform such other acts on or to the premises as shall be by Lessor deemed necessary for the preservation of any portion thereof, or the protection of Lessor's investment therein, and the further right to remove trees, weeds, and other things which Lessor may deem to be unsightly or undesirable; but such works performed by Lessor shall constitute, in no event, a waiver of Lessee's obligation hereunder to keep said premises in good repair and free from rubbish, noxious weeds, and other unsightly matter.

7.2.4. **Lessee waives the provisions of Civil Code Sections 1941 and 1942 with respect to the Lessor's obligations for tenantability of the premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent.**

\_\_\_\_\_  
LESSEE INITIALS

7.2.5. Should Lessor make or perform any repairs, removals, or maintenance, or agree at the request of Lessee to perform maintenance, repairs, alterations, construction, or other works of improvement on the leased premises, Lessor may, at its option, perform such works and either bill Lessee for the entire costs of same, which Lessee agrees to pay on demand, or Lessor may, upon thirty (30) days' written notice to Lessee, increase the lease rental by an amount necessary for Lessor to recover all or part of the cost of such works, as Lessor shall determine, over the remaining term of this lease, or any lesser portion thereof as Lessor shall determine.

7.3. Tree Maintenance: Lessee shall spray trees as needed for pest control, and maintain and trim trees for safe condition near buildings. No tree shall be cut down without the Lessee first receiving written permission from the Lessor to do so.

7.4. Burn Permits: Lessee shall not burn off any part of the premises without a burning permit first being obtained from Lessor and any other regulatory authority having jurisdiction; and Lessee, at all times and at its own expense, shall do all things reasonably necessary to protect said premises from fire and fire hazards.

## 8. DISABLED ACCESS:

8.1. Lessee shall be solely responsible for fully complying with any and all applicable present and/or future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access to improvements on the leased premises, including any services, programs, or activities provided by Lessee. Lessee shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Lessee's noncompliance.

- 8.2. Should Lessee fail to comply with the subsection above, then the Lessor shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Lessee will then be required to reimburse the Lessor for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

**9. HAZARDOUS SUBSTANCES:**

- 9.1. Indemnification – Environmental: Lessee, on behalf of itself and its successors, assigns, and sub-lessees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including Lessee employees, contractors, customers, invitees, and agents, or persons who enter onto the premises, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by Lessee of any term and/or condition of this agreement, relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Lessee or its personnel with respect to the subject area/property covered under this agreement, on the part of the Lessee, or Lessee's officers, agents, employees, or sub-lessees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

- 9.2. Survival of Obligations: This Section, and the obligations herein, shall survive the expiration or earlier termination of this lease.

- 10. LESSOR'S RIGHT OF ACCESS AND INSPECTION:** The Lessor, by and through its officers, employees, agents, representatives, and contractors, shall have the right at all reasonable times and in a reasonable manner, upon notice to Lessee, to enter upon the leased premises for the purpose of inspecting the same or for doing any act or thing that the Lessor may be obligated or have the right to do under this lease, or otherwise, and no abatement of rental shall be claimed by or allowed to Lessee by reason of the exercise of such rights. In the exercise of its rights under this Section, the Lessor, its officers, employees, agents, and contractors shall not unreasonably interfere with the conduct of Lessee's business on the leased premises as herein authorized.

## 11. INSURANCE:

- 11.1. Additional Insured Status Required: Lessee shall procure at its own expense, and keep in effect at all times during the term of this lease, the types and amounts of insurance specified on the attached *Exhibit B (Contract Insurance Requirements)*. The specified insurance shall also, either by provisions in the policies, by the Lessor's own endorsement form, or by other endorsement attached to such policies, include and insure the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees, and agents, their successors and assigns, as additional insureds (except for Professional Liability and Workers' Compensation), against the area(s) of risk described herein as respects Lessee's acts or omissions in its performance of the lease, use and occupancy of the premises hereunder, or other related functions performed by or on behalf of Lessee. Such insurance shall not limit or qualify the liabilities and obligations of the Lessee assumed under the lease.
- 11.2. Severability of Interests and Cross Liability Required: Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause that states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability"; and a Contractual Liability Endorsement that shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."
- 11.3. Primary and Non-Contributory Insurance Required: All such insurance shall be Primary and Noncontributing with any other insurance held by the Lessor where liability arises out of, or results from, the acts or omissions of Lessee, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Lessee. Any insurance carried by the Lessor, which may be applicable, shall be deemed to be excess insurance and the Lessee's insurance is primary for all purposes despite any conflicting provision in the Lessee's policies to the contrary.
- 11.4. Deductibles Subject to Lessor's Discretion: Deductibles and/or self-insured retentions shall be at the sole risk of the Lessee. Lessor shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power of the City of Los Angeles, its Board of Water and Power Commissioners, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them, a partner or joint venturer with Lessee in its operations.
- 11.5. Proof of Insurance for Renewal or Extension Required: At least ten (10) days prior to the expiration date of any of the policies required on the attached *Exhibit B (Contract Insurance Requirements)*, documentation showing that the insurance coverage has been renewed or extended shall be filed with Lessor. If such coverage is canceled or not renewed, Lessee shall, within fifteen (15) days of such cancellation or non-renewal, file with Lessor evidence that the required insurance has been reinstated or provided through another insurance company or companies.
- 11.6. Submission of Acceptable Proof of Insurance and Notice of Cancellation: Lessee shall provide proof to the Risk Manager of the Department of Water and Power of the City of Los Angeles of all specified insurance and related requirements either by use of Lessor's own endorsement form(s) or by other written evidence of insurance

acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with Lessor prior to Lessee beginning operations or occupying the premises hereunder. Said proof shall contain, at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Lessor, and the insurance carrier's name. Such documents shall bear an original signature of an authorized representative of said carrier(s). Required policies shall provide for notice of cancellation or non-renewal by mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB – Room 340, Los Angeles, California 90051-0100.

- 11.7. Claims-Made Insurance Conditions: Should any portion of the required insurance be on a "Claims Made" policy, the Lessee shall, at the policy expiration date following the lease term, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended two (2) years discovery period has been purchased on the expiring policy.
- 11.8. Failure to Maintain and Provide Proof as Cause for Termination: Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of the lease, upon which Lessor may immediately terminate or suspend the lease.
- 11.9. Sub-Contractor Compliance: The Lessee shall be responsible for all Lessee's sub-contractors providing work hereunder carrying reasonable and prudent coverages and limits.
- 11.10. Periodic Right to Review/Update Insurance Requirements: Lessor and Lessee agree that the insurance policy limits specified on the attached *Exhibit B (Contract Insurance Requirements)* may be reviewed for adequacy annually throughout the term of this lease by the Risk Manager/City Attorney, who may thereafter require Lessee to adjust the amounts and types of insurance coverage(s) to whatever extent the Risk Manager/City Attorney deems to be adequate and necessary. Lessor reserves the right to have submitted to it, upon request, all pertinent information about the agent(s) and carrier(s) providing such insurance, including applicable license(s) and ratings.

12. **LESSOR HELD HARMLESS / INDEMNIFICATION**: In addition to the requirements of Article II, *Insurance* section herein, Lessee acknowledges that it has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns and sub-lessees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power of the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the Lessor, defend by counsel satisfactory to the Lessor, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Lessee's employees, contractors, customers, invitees and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this agreement or to the premises covered under this agreement, regardless of any negligence on the part of Indemnitees, except for the sole active negligence or willful misconduct of the Indemnitees. It is the specific intent of this paragraph that this

Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this agreement that give rise to future claims, even if the actual claim comes against the Indemnitees after the agreement has expired or terminated. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this agreement.

### 13. CITY OF LOS ANGELES ORDINANCE-MANDATED PROVISIONS

- 13.1. Non-Discrimination: During the term of this lease, the Lessee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subleases shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 13.2. Affirmative Action Plan: Lessee shall have, as per Los Angeles Administrative Code Section 10.8.4., an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Lessee's Plan shall be submitted on the Lessor's form, available from the Director of Corporate Purchasing Services.
- 13.3. Child Support Assignment Orders: Lessee shall comply with Section 10.10, of the Los Angeles Administrative Code ("Child Support Assignment Orders"). Lessor requires all lessees and sublessees entering into a contract with Lessor to comply with all reporting requirements and court-ordered wage earning assignments.
- 13.4. Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for the Lessor and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; licenses; or, certain recipients of Lessor financial assistance, shall comply with all applicable provisions of the Ordinances. Lessor shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if Lessor determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
- 13.5. Equal Benefits Ordinance: This lease is subject to Section 10.8.2.1. of the Los Angeles Administrative Code related to equal benefits to employees. Lessee agrees to comply with the provisions of Section 10.8.2.1.
- 13.6. Slavery Disclosure Ordinance: This lease is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of this Ordinance, Lessee certifies that it has complied with the provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, Lessee has the authority, under appropriate circumstances, to terminate this lease and otherwise pursue legal remedies that may be available to Lessor if Lessor determines that the Lessee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

## 14. TAXES

### 14.1. General:

- 14.1.1. Lessee shall pay any and all taxes of whatever character that may be levied or charged upon Lessee's improvements, fixtures, equipment, or other property thereon or upon Lessee's use thereof.
- 14.1.2. Lessee shall also pay all license or permit fees necessary or required by law or regulation for the conduct of Lessee's business or use of the leased premises.
- 14.1.3. If a claim is made against the Lessor for any of the above charges, the Lessor shall promptly notify Lessee in writing; provided, however, that failure by the Lessor to give such notice shall not constitute a waiver of Lessee's obligation to pay such taxes, license and/or permit fees.

14.2. Special Assessments: In the event any special assessments or taxes are levied against the leased premises by a district, special district, assessment district, or any other political entity or public corporation with power to levy taxes and/or assessments, such as a watermaster service or a water district, Lessor shall pay said taxes and/or assessments, and said payment, unless the Lessor shall otherwise find and determine, will be added to the basic rental at the beginning of any rental period.

14.3. Substitute and Additional Taxes: If at any time during the term of this lease the State of California or any political subdivision of the state, including any county, city, public corporation, district, or any other political entity or public corporation of this state, levies or assesses against Lessor a tax, fee, or excise on rents on the square footage of the premises on the act of entering into this lease or on the occupancy of Lessee, or levies or assesses against Lessor any other tax, fee, or excise, however described, including, without limitation, a so-called value-added tax, as a direct substitution in whole or in part for or in addition to any real property taxes, Lessee shall pay before delinquency that tax, fee, or excise. Lessee's share of any such tax, fee, or excise shall be substantially the same as Lessee's proportionate share of real property taxes as provided in this lease.

14.4. Possessory Interest Tax: By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest," and such property interest will be subject to property taxation. Lessee, as the party in whom the possessory interest is vested, will be subject to the payment of the property taxes levied upon such interest. Lessee herewith acknowledges that by this paragraph, the Lessor has provided notice of possessory liability as required by Revenue and Taxation Code Section 107.6.

14.5. The obligations of Lessee under this Section, however, shall not prevent Lessee from contesting the validity and/or applicability of any of the above charges and during the period of any such lawful contest, Lessee may refrain from making, or direct the withholding of, any such payment without being in breach of the above provisions. Upon a final determination in which Lessee is held responsible for such taxes and/or fees, Lessee shall promptly pay the required amount plus all legally imposed interest, penalties and surcharges. If all or any part of such taxes and/or fees, penalties, or surcharges are refunded to the Lessor, the Lessor shall remit to Lessee such sum(s) to which Lessee is legally entitled.

**15. UTILITIES:** Lessee agrees to promptly pay all charges for public utility services furnished for use on the premises and any other charges accruing or payable in connection with Lessee's use and occupancy of the premises.

**16. ASSIGNMENTS AND SUBLEASES:**

16.1. Lessee shall not, in any manner, assign, transfer, or encumber this lease, or any portion thereof or any interest therein, nor sublet or sublease the whole or any part of the leased premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of the Lessor. Any attempts to transfer, assign, or sublease without the consent required by this Section shall be void and shall transfer no rights to the leased premises. Consent to one assignment, subletting, or use, or occupation shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use. This lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law without the prior written consent of the Lessor.

16.2. Involuntary Assignment:

16.2.1. No interest of Lessee in this lease shall be assignable by operation of law (including, without limitation, the transfer of this lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

16.2.1.1. If Lessee is or becomes bankrupt or insolvent; makes an assignment for the benefit of creditors; institutes, or is a party to, a proceeding under the Bankruptcy Act in which Lessee is the bankrupt or debtor; or, if Lessee is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

16.2.1.2. If a writ of attachment or execution is levied on this lease; or

16.2.1.3. If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the premises.

16.2.2. An involuntary assignment shall constitute a default by Lessee, and Lessor shall have the right to elect to terminate this lease, in which case this lease shall not be treated as an asset of Lessee. If a writ of attachment or execution is levied on this lease, Lessee shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

16.3. Corporation or Partnership:

16.3.1. If Lessee is a corporation, this lease is to the corporation as it currently exists. Any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of stock ownership of the corporation, voluntary, involuntary, or by operation of law, greater than ten percent (10%) shall be deemed a voluntary assignment of this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof,

including that provision requiring Lessor's prior written consent. This paragraph shall not apply to corporations the stock of which is traded through an exchange.

- 16.3.2. If Lessee is a partnership, this lease is to the partnership as it currently exists. A withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership shall be deemed a request to assign this lease and, therefore, subject to the provisions of this lease as to voluntary assignment thereof.
- 16.4. Each request for consent to an assignment shall be in writing, accompanied by the following:
  - 16.4.1. A copy of the purchase/sale agreement, which shall include a detailed list of the assets that comprises the sales price.
  - 16.4.2. A copy of the escrow instructions pertaining to the transaction.
  - 16.4.3. Information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request.
  - 16.4.4. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.
- 16.5. In the case of an assignment, Lessee shall pay to the Lessor any monetary or other economic consideration received by Lessee that is attributed to the leasehold as an asset. Said amount shall be over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.
- 16.6. In the case of a sublease, it shall not be deemed to be an unreasonable restraint by the Lessor, as a condition to the Consent to Sublease, for the Lessor to require that Lessee pay to the Lessor a percentage, to be negotiated, of any monetary or other economic consideration received by Lessee as a result of the sublease over and above the amount of Lessee's rental and other payments due the Lessor pursuant to this lease.
- 17. **CONDEMNATION:** The parties hereby agree that if the leased premises, or any portion thereof, or any interest therein, are taken by eminent domain for public use, or otherwise, by any governmental authority, or by a "quasi-public entity" having the power of condemnation, or sold to a governmental authority threatening to exercise the power of eminent domain, this lease, and Lessee's obligation to pay rent hereunder, shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, and the rent, fees and/or other charges hereunder shall be apportioned and paid to the date of such taking. A taking of the leased premises includes the taking of easements for air, light and any other easements in the land, including, but not limited to an impairment or taking of access to adjoining streets.

- 17.1. Effect of Partial Condemnation: In the event a portion of the leased premises are appropriated or taken and Lessee, at its sole discretion, determines that the remainder thereof is not suitable for the continued use of the leased premises by Lessee for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking, Lessee shall have the right to terminate this lease upon giving Lessor written notice of its intent to exercise said right. Said notice shall be given not more than one hundred twenty (120) days following the date of service of a complaint in eminent domain upon Lessee, or one hundred twenty (120) days following the Lessor's demand that Lessee acknowledge its intent to terminate this lease, unless the Lessor and Lessee agree, in writing, to an earlier termination or to extend said period. If Lessee exercises its right to terminate this lease pursuant to this Subsection, Lessee shall give the Lessor thirty (30) days prior written notice of the effective date of said termination.
- 17.1.1. If, in the event of such taking of a portion of the leased premises, Lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Lessee during the remainder of the term, subject to adjustment as provided elsewhere in this lease, shall be as follows: the land and improvement rental shall be reduced in the same proportion as the land taken by eminent domain bears to the area of the leased premises before the taking.
- 17.1.2. In determining whether a partial condemnation renders the remainder of the leased premises unsuitable for the use then being made of the leased premises by Lessee, Lessee, among other things, shall take into consideration the cost of restoration, the rentable area of the remaining improvements and the suitability of the remaining leased premises for conducting Lessee's operations thereon in the same manner and extent as carried on prior to such taking.
- 17.1.3. Except as provided for in Article II, *Ownership of Improvements* subsection, should Lessee terminate the lease under this Section, title to all improvements, additions or alterations constructed or installed by Lessee upon the leased premises and which have not already vested in the Lessor shall thereupon vest in the Lessor.
- 17.2. Application of Award Upon a Total or Partial Taking:
- 17.2.1. If this lease is terminated pursuant to this Section, or, if all or a portion of the leased premises are taken, then the entire award or compensation paid for land, improvements, and buildings owned by the Lessor, the amortized portion of the value of buildings and improvements built by Lessee and which will become the property of the Lessor upon termination of this lease, shall be the property of the Lessor.
- 17.2.2. Lessee shall have the right to receive compensation for the unamortized value of the buildings and any improvements that are still owned by Lessee and that were placed on the leased premises by Lessee and located thereon at the time of such taking or appropriation, and for its trade fixtures, equipment, and supplies, and for loss or damage to Lessee's business goodwill. The "amortized value" that the Lessor shall be entitled to receive is a portion of the award for said Lessee-owned buildings and improvements equal to an amount determined by a ratio equal to the number of years the building and/or improvements have been in existence

over the original term of the lease, without consideration of any possibility or probability of renewal, or of options, if any. There shall be no amortization of partially constructed improvements authorized by the Lessor, if said construction is incomplete within the time period set forth in the approval granted by the Lessor. The value, to be determined by the Lessor, of such partially constructed improvements shall be paid to Lessee.

- 17.3. **Severance Damages:** The entire award of compensation paid for any severance damages, whether paid for impairment of access, for land, buildings, and/or improvements shall be the property of the Lessor, regardless of whether any buildings or improvements so damaged are owned or were constructed by the Lessor or Lessee. However, should the Lessor determine that improvements are to be restored, that portion of the severance damages necessary to pay the cost of restoration, as set forth in this Section, shall be paid to Lessee upon the written request of Lessee, accompanied by evidence that the sum requested has been paid for said restoration and is a proper item of such cost and used for such purpose.
- 17.4. **Partial Taking: Restoration:** In case of a taking of the leased premises other than a total taking and/or should Lessee elect not to terminate this lease pursuant to this Section, the Lessor and Lessee may mutually agree that Lessee shall restore any improvements on the leased premises, and Lessee shall, at Lessee's expense, whether or not the awards or payments, if any, on account of such taking are sufficient for the purpose, promptly commence and proceed with reasonable diligence to effect (subject to Force Majeure) restoration of the improvements on the remaining portion of the leased premises as nearly as possible to their condition and character immediately prior to such taking, except for any reduction in area caused thereby, or with such changes or alterations as may be made at the election of Lessee in accordance with Article II, *Lessee Improvements and Alterations* subsection of this lease.
- 17.4.1. In the event the improvements damaged and/or taken belong to the Lessor, the Lessor shall not be obligated to restore said improvements should the Lessor, in its sole discretion, determine not to do so.
- 17.5. **Taking for Temporary Use:** In the event of a taking of all or any portion of the leased premises for temporary use, this lease shall continue in full force and effect without reduction or abatement of rental or other sum payable hereunder, and Lessee shall be entitled to make claim for, recover and retain any awards or proceeds made on account thereof, whether in the form of rent or otherwise, unless such period of temporary use or occupancy extends beyond the term of this lease, in which case such awards or proceeds shall be apportioned between the Lessor and Lessee as heretofore specified. Lessee shall restore or cause to be restored any such areas temporarily taken to the condition existing before the taking.

## 18. DEFAULT:

- 18.1. **Default Events:** The following events shall be deemed to be events of default by Lessee under the lease:
- 18.1.1. Lessee fails to pay any rent due under this lease, which failure continues for a period of ten (10) days after such payment should have been paid pursuant to the terms and conditions of this lease;
- 18.1.2. Lessee fails to comply with any term, provision or covenant of this lease, other than paying rent, and does not cure such failure within thirty (30) days

after Lessor has sent written notice to Lessee specifying such failure or such longer period of time as may be granted by Lessor to cure such default as long as Lessee commences to cure such default within such thirty (30) day period and diligently proceeds to cure such default;

- 18.1.3. Lessee makes an assignment of this lease, or any rights granted to Lessee hereunder, to, and for the benefit of, Lessee's creditors;
  - 18.1.4. Lessee, within thirty (30) days after the commencement of any proceeding against Lessee seeking adjudication of bankruptcy or reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief, fails to cause such proceedings to be dismissed; and/or
  - 18.1.5. Lessee, within sixty (60) days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of the Lessee or a material part of its assets, causes such appointment to be vacated.
  - 18.1.6. The interests of Lessee under this lease shall not, except at the Lessor's option and with its written consent, be assignable by operation of law. In case of the bankruptcy of Lessee, or the appointment of a receiver for Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if a receiver is appointed to take possession of the leased premises as a result of any act or omission of Lessee and such receiver is not removed within one hundred twenty (120) days from the date of appointment, or if Lessee makes an assignment of this lease for the benefit of creditors, or if possession of the leased premises is taken by virtue of any attachment, execution, or the levy of any judicial process, the Lessor, at its election, may, after written notice to Lessee, terminate this lease.
- 18.2. **Lessor's Remedies:** Upon the occurrence of a Default Event, the Lessor, in addition to any other rights or remedies available to the Lessor at law or in equity, shall have the right to:
- 18.2.1. Terminate this lease and all rights of Lessee under this lease, by giving Lessee thirty (30) days written notice that this lease is terminated, in which case, the Lessor may recover from Lessee the aggregate sum of:
    - 18.2.1.1. The worth at the time of award of any unpaid rent that had been earned at the time of termination;
    - 18.2.1.2. The worth at the time of award of the amount by which (A) the unpaid rent that would have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
    - 18.2.1.3. The worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, that Lessee affirmatively proves could be reasonably avoided;
    - 18.2.1.4. Any other amount necessary to compensate the Lessor for all the detriment caused by Lessee's failure to perform the Lessor's obligations or that, in the ordinary course of things, would be likely to result from Lessee's failure; and

- 18.2.1.5. All other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California law.
- 18.2.1.6. As used in this Section, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum.
- 18.2.1.7. As used in this Section, the "worth at the time of award" is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).
- 18.2.1.8. As used in this Section, the term "rent" shall include the Rent and any and all other payments required by Lessee under this lease.
- 18.2.2. Continue this lease, and from time to time, without terminating this lease, either:
  - 18.2.2.1. Recover all rent and other amounts payable as they become due; or
  - 18.2.2.2. Re-let the leased premises or any part on behalf of Lessee on terms and at the rent that the Lessor, in the Lessor's sole discretion, may deem advisable, all with the right to make alterations and repairs to the leased premises, at Lessee's sole cost, and apply the proceeds of re-letting to the rent and other amounts payable by Lessee. To the extent that the rent and other amounts payable by Lessee under this lease exceed the amount of the proceeds from re-letting, the Lessor may recover the excess from Lessee as and when due.
- 18.2.3. Upon the occurrence of a Default Event, the Lessor shall also have the right, with or without terminating this lease, to re-enter the leased premises and remove all property from the leased premises. The Lessor may store the property removed from the leased premises at the expense and for the account of Lessee.
- 18.2.4. None of the following remedial actions, alone or in combination, shall be construed as an election by the Lessor to terminate this lease unless the Lessor has in fact given Lessee written notice that this lease is terminated or unless a court of competent jurisdiction decrees termination of this lease: any act by the Lessor to maintain or preserve the leased premises; any efforts by the Lessor to re-let the leased premises; any re-entry, repossession, or re-letting of the leased premises by the Lessor pursuant to this Section. If the Lessor takes any of the previous remedial actions without terminating this lease, the Lessor may nevertheless, at any later time, terminate this lease by written notice to Lessee.
- 18.2.5. If the Lessor re-lets the leased premises, the Lessor shall apply the revenue from the re-letting as follows: first, to the payment of any indebtedness other than rent due from Lessee to the Lessor; second, to the payment of any cost of re-letting; third, to the payment of the cost of any maintenance and repairs to the leased premises; and fourth, to the payment of rent and

other amounts due and unpaid under this lease. The Lessor shall hold and apply the residue, if any, to payment of future amounts payable under this lease as the same may become due, and shall be entitled to retain the eventual balance with no liability to Lessee. If the revenue from re-letting during any month, after application pursuant to the previous provisions, is less than the sum of (a) the Lessor's expenditures for the leased premises during that month and (b) the amounts due from Lessee during that month, Lessee shall pay the deficiency to the Lessor immediately upon demand.

- 18.2.6. After the occurrence of a Default Event, the Lessor, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Default Event for the account and at the expense of Lessee. However, the Lessor must by prior written notice first allow Lessee a reasonable opportunity to cure, except in cases of emergency, where the Lessor may proceed without prior notice to Lessee. Lessee shall, upon demand, immediately reimburse the Lessor for all costs, including costs of settlements, defense, court costs, and attorney fees that the Lessor may incur in the course of any cure.
- 18.2.7. No security or guaranty for the performance of Lessee's obligations that the Lessor may now or later hold shall in any way constitute a bar or defense to any action initiated by the Lessor or unlawful detainer or for the recovery of the leased premises, for enforcement of any obligation of Lessee, or for the recovery of damages caused by a breach of this lease by Lessee or by a Default Event.
- 18.2.8. Except where this is inconsistent with or contrary to any provisions of this lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, or any right or remedy given now or later existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by a party of any violation or nonperformance by the other party of any obligations, agreements, or covenants under this lease shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of the rights or remedies with respect to that violation or nonperformance.

## **19. TERMINATION BY PARTIES:**

- 19.1. This lease may be terminated by either party by giving to the other party not less than thirty (30) days' advance written notice of such termination; but, for reasons other than nonpayment of rent, such right of termination shall be exercised by Lessor only when Lessee is in default with respect to the terms, conditions, or covenants of this lease, or in the event the Board determines that the operations of Lessor or the public interest require such termination.
- 19.2. Lessor shall have the unconditional right to terminate this lease by giving Lessee 180 days advance written notice of such termination.
- 19.3. Upon termination of the lease for whatever reason, the Lessee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by Lessee, for all cleanup costs and expenses including, but not limited to,

any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act [15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act [49 USCS §§1801 et seq.); the Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§6901 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the California Hazardous Substances Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of Lessor and any governmental body having jurisdiction there over.

## **20. SURRENDER OF PREMISES:**

- 20.1. Upon the expiration of the term of this lease or sooner termination as herein provided, the Lessor has the right to discontinue leasing the premises and has no obligation to Lessee to renew, extend, transfer, or re-lease the premises. If this right is exercised by the Lessor, Lessee shall vacate the premises and shall peaceably surrender the same. Lessee is obliged to, and shall remove any and all Lessee-owned personal property, trade fixtures, and goods, and hazardous materials and wastes located in or upon the leased premises, except for trees and shrubs, and structures and improvements, title to which automatically passes to the Lessor pursuant to this lease. Lessee shall leave the premises in a level, graded condition.
- 20.2. The Lessor may waive the obligation to remove and restore, in writing, upon prior written request therefor by Lessee. If the obligation is waived, Lessee shall quit and surrender possession of the premises to the Lessor in at least as good and usable condition as the same are required to be maintained under this lease. In this event, the Lessor shall acquire title to any and all such personal property, trade fixtures and goods, located in or upon the leased premises and remaining there upon the expiration or any termination of this lease, and Lessee agrees that title to same shall and by this agreement does vest in the Lessor, and that Lessee shall thereafter have no rights

whatsoever in any such personal property, trade fixtures, and goods left on the premises.

- 20.3. Should Lessee fail to remove any Lessee-owned or sublessee-owned personal property, trade fixtures, and goods or fail to request Lessor's waiver of removal, the Lessor can elect to retain or dispose of, in any manner, any such personal property, trade fixtures, and goods that Lessee does not remove from the premises on expiration or termination of the term as allowed or required by this lease by giving thirty (30) days' written notice to Lessee. Title to any such personal property, trade fixtures, and goods shall vest in the Lessor on the expiration of the thirty (30) day notice. Lessee waives all claims against the Lessor for any damage to Lessee resulting from the Lessor's retention or disposal of any such property. Lessee shall be liable to the Lessor for the Lessor's costs for storing, removing, or disposing of any property of the Lessee or sublessees.
21. **HOLDING OVER:** If Lessee shall hold over after expiration or other termination of this lease, whether with the apparent consent or without the consent of the Lessor, such shall not constitute a renewal or extension of this lease, nor a month-to-month tenancy, but only a tenancy at will with liability for reasonable rent, and in all other respects on the same terms and conditions as are herein provided. The term reasonable rent as used in this Section shall be no less than 1/12<sup>th</sup> of the total yearly rents, taxes, and assessments provided for elsewhere in this lease, per month, and said reasonable rent during the holdover period shall be paid, in advance, on the first day of each month.
22. **QUITCLAIM OF LESSEE'S INTEREST UPON TERMINATION:** Upon termination of this lease for any reason, including, but not limited to, termination because of default by Lessee, Lessee shall execute, acknowledge, and deliver to the Lessor immediately upon written demand therefor a good and sufficient deed whereby all right, title, and interest of Lessee in the demised premises is quitclaimed to the Lessor. Should Lessee fail or refuse to deliver the required deed to the Lessor, the Lessor may prepare and record a notice reciting the failure of Lessee to execute, acknowledge, and deliver such deed, and said notice shall be conclusive evidence of the termination of this lease and of all right of Lessee or those claiming under Lessee in and to the demised premises.
23. **SUCCESSORS IN INTEREST:** This lease shall inure to the benefit of, and be binding upon the parties hereto and any heirs, successors, executors, administrators, and any permitted assigns, as fully and to the same extent specifically mentioned in each instance, and every term, covenant, condition, stipulation, and agreement contained in this lease shall extend to and bind any heir, successor, executor, administrator, and assign, all of whom shall be jointly and severally liable hereunder.
24. **AUDITS:** The Lessor may, at its sole discretion and with reasonable notice to Lessee, require Lessee to provide access to all records and other information necessary to perform an audit of rental, fees, and other charges paid and payable to the Lessor. The Lessor's right to access such records and information shall survive three (3) years beyond the expiration or early termination of this lease. Lessee shall retain all records and other information necessary to perform an audit as described above for a minimum of seven (7) years.
25. **RECORDING:** Neither this lease nor a memorandum thereof shall be recorded without the Lessor's consent in writing.

**26. WAIVER:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition. The subsequent acceptance of rent hereunder by the Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this lease other than the failure of Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

**27. ESTOPPEL CERTIFICATES:**

27.1. Estoppel Certificate From Lessee: Within fifteen (15) days following any written request that the Lessor may make from time to time pursuant to the request of a lender or prospective purchaser, Lessee shall execute and deliver to the Lessor a statement certifying: (a) the Lease Commencement Date; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect as modified, and stating the date and nature of the such modifications); (c) the date to which the rental and other sums payable under the lease have been paid; and (d) the fact that there are no current defaults under the lease by either party except as specified in Lessee's statement. The parties intend that any statement delivered pursuant to this Section may be relied on by any mortgagee, beneficiary, purchaser or prospective purchaser of the demised premises or any interest therein.

27.2. Lessee's Failure to Provide Statement: Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee that (a) this lease is in full force and effect, without modification except as may be represented by the Lessor; and that (b) there are no uncured defaults in the Lessor's performance.

27.3. Estoppel Certificate From the City: Within fifteen (15) business days following any written request that Lessee may make from time to time pursuant to the request of a prospective assignee or sublessee, the Lessor shall execute and deliver to Lessee a statement certifying: (a) the Commencement Date of the lease; (b) the fact that this lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this lease have been paid; and (d) the fact that there are no current defaults under this lease by Lessee, except as specified in the Lessor's statement. The parties intend that any statement delivered pursuant to this Section may be relied upon by the proposed assignee or sublessee for whom it was requested. The Lessor's failure to deliver such statement within such time shall be conclusive upon the Lessor that (1) this lease is in full force and effect without modification, except as represented by Lessee; and that (2) there are no uncured defaults of Lessee under the lease; provided, however, that such conclusive effect is applicable only to the failure of the Lessor to respond after an additional five (5) working days' notice to the Lessor and only with respect to the proposed assignee or sublessee for whom it was requested.

**28. MISCELLANEOUS PROVISIONS:**

28.1. Fair Meaning: The language of this lease shall be construed according to its fair meaning, and not strictly for or against either the Lessor or Lessee.

- 28.2. Section Headings: The section headings appearing herein are for the convenience of the Lessor and Lessee, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this lease.
- 28.3. Void Provisions: If any provision of this lease is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this lease, and all such other provisions shall remain in full force and effect.
- 28.4. Two Constructions: It is the intention of the parties hereto that if any provision of this lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 28.5. Laws of California: This lease shall be construed and enforced in accordance with the laws of the State of California.
- 28.6. Lessor's Consent: In each instance herein where the Board's or Lessor's approval or consent is required before Lessee may act, such approval or consent shall not be unreasonably withheld, unless otherwise provided.
- 28.7. Gender: The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 28.8. Time: Time shall be of the essence in complying with the terms, conditions, and provisions of this lease.
- 28.9. Integration Clause: It is understood that no alteration or variation of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the parties hereto.
- 28.10. Force Majeure: Except as otherwise provided in this lease, whenever a day is established in this lease on which, or a period of time, including a reasonable period of time, is designated within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of services, labor or materials, disruption of service or brownouts from utilities not due to action or inaction of Lessor, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control--financial inability excepted--("Force Majeure"); provided, however, that nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other monetary charge required of Lessee hereunder.
- 28.11. Approvals: Any approvals required by the Lessor under this lease shall be approvals of the Lessor acting as Lessor and shall not relate to, constitute a waiver or, supersede or otherwise limit or affect the governmental approvals or rights of the Lessor as a governmental agency, including the approval of any permits required for construction or maintenance of the leased premises and the passage of any laws including those relating to zoning, land use, building and safety.
- 28.12. Conflicts in this Lease: If there are any direct conflicts between the provisions of Article I and Article II of the lease, the provisions of Article 1 shall be controlling.

- 28.13. Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs: Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.
- 28.14. Amendments to Ordinances and Codes: The obligation to comply with any Ordinances and Codes, which have been incorporated into this lease by reference, shall extend to any amendments, which may be made to those Ordinances and Codes during the term of this lease.
- 28.15. Days: Unless otherwise specified, "days" shall mean calendar days.
- 28.16. Deprivation of Lessee's Rights: The Lessor shall not be liable to Lessee for any diminution or deprivation of Lessee's rights under this lease that may result from Lessee's obligation to comply with any and all applicable laws, rules, regulations, restrictions, ordinances, statutes, and/or orders of any federal, state and/or local government authority and/or court hereunder on account of the exercise of any such authority as is provided in this Section, nor shall Lessee be entitled to terminate the whole or any portion of the lease by reason thereof.
29. **OTHER AGREEMENTS NOT AFFECTED:** Except as specifically stated herein, this lease, and the terms, conditions, provisions and covenants hereof, shall apply only to the leased premises herein particularly described, and shall not in any way change, amend, modify, alter, enlarge, impair, or prejudice any of the rights, privileges, duties, or obligations of either of the parties hereto, under or by reason of any other agreement between said parties, except that nothing contained in such other agreement shall limit the use by Lessee of the within leased premises for the herein referred to purpose.
30. **SUPERSEDURE:** This lease, upon becoming effective, shall supersede and annul any and all permits, leases, or rent agreements heretofore made or issued for the leased premises between Lessor and Lessee; and any such permits, leases, or rental agreements shall hereafter be void and of no effect except as to any rentals, royalties, or fees that may have accrued thereunder.
31. **ENTIRE UNDERSTANDING:** This lease contains the entire understanding of the parties, and Lessee, by accepting the same, acknowledges that it supersedes and annuls any writings or oral discussions, statements, understandings, or representations that may have been made concerning the subject matter hereof; and that there is no other written or oral understanding between the parties in respect to the leased premises or the rights and obligations of the parties hereto. No modification, amendment, or alteration of this lease shall be valid unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have themselves, or through their duly authorized officers, caused this lease to be executed as of the day and year herein below written.

The signature affixed hereto of the Lessee, or the authorized representative of the Lessee, certifies that Lessee has read and does understand each and every section and paragraph contained in this lease and agrees to abide by and be bound by same.

**County of Inyo**

Date \_\_\_\_\_ By \_\_\_\_\_

Parks and Recreation  
163 May Street  
Bishop, CA 93514

\_\_\_\_\_  
**LESSEE**

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES

Date \_\_\_\_\_ By \_\_\_\_\_

**RONALD O. NICHOLS**  
General Manager

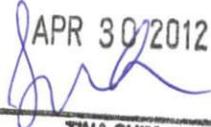
\_\_\_\_\_  
**LESSOR**

APPROVED:

\_\_\_\_\_  
Martin L. Adams  
Director of Water Operations

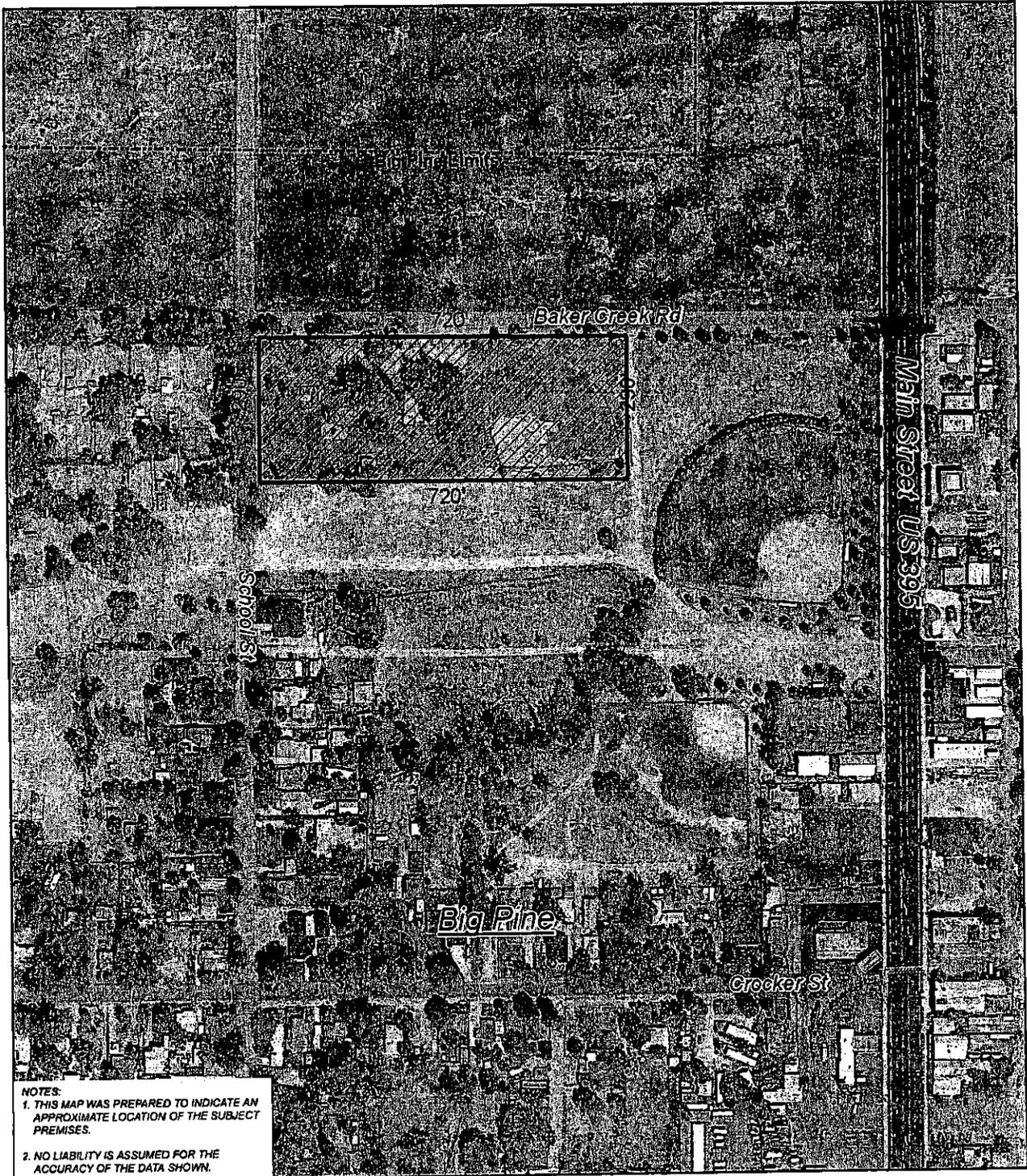
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

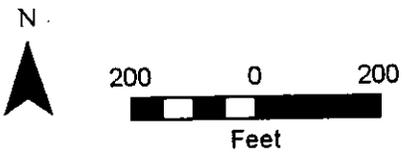
APR 30 2012  
BY   
\_\_\_\_\_  
TINA SHIM  
DEPUTY CITY ATTORNEY

**EXHIBIT A**

*(lease map)*



NOTES:  
1. THIS MAP WAS PREPARED TO INDICATE AN APPROXIMATE LOCATION OF THE SUBJECT PREMISES.  
2. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.



Subject Premises  
4.65 Acres  
BL 1251

03-140-05

**EXHIBIT B**

**CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER  
For Contractors, Service Providers, Vendors, and Tenants**

Agreement/Activity/Operation:	a site for a public park
Reference/Agreement:	BL-1251 County of Inyo, Parks and Recreation
Term of Agreement:	five years - June 1, 2012 through May 3, 2017
Contract Administrator and Phone:	Elsa Jimenez / Bishop / Ext. 30201
Buyer and Phone Number:	

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

**PER OCCURRENCE LIMITS**

- () **WORKERS' COMPENSATION (Stat. Limits)/Employer's Liability:** (\$1,000,000)
  - () Broad Form All States Endorsement
  - () Jones Act (Maritime Employment)
  - () Waiver of Subrogation
  - () Other: \_\_\_\_\_
  - () US L&H (Longshore and Harbor Workers)
  - () Outer Continental Shelf
  - () Black Lung (Coal Mine Health and Safety)
  - () Other: \_\_\_\_\_
  
- () **AUTOMOBILE LIABILITY:** (\$1,000,000)
  - () Owned Autos
  - () Hired Autos
  - () Contractual Liability
  - () MCS-90 (US DOT)
  - () Waiver of Subrogation
  - () Any Auto
  - () Non-Owned Auto
  - () Additional Insured
  - () Trucker's Form
  - () Other: \_\_\_\_\_
  
- () **GENERAL LIABILITY:** (\$1,000,000)
  - () Limit Specific to Project
  - () Per Project Aggregate
  - () Broad Form Property Damage
  - () Premises and Operations
  - () Fire Legal Liability
  - () Corporal Punishment
  - () Watercraft Liability
  - () Waiver of Subrogation
  - () Marine Contractors Liability
  - () Contractual Liability
  - () Products/Completed Ops.
  - () Garagekeepers Legal Liab.
  - () Collapse/Underground
  - () Pollution
  - () Airport Premises
  - () Other: Agg 2x per occurrence
  - () Personal Injury
  - () Independent Contractors
  - () Child Abuse/Molestation
  - () Explosion Hazard
  - () Addition Insured Status
  - () Hangarkeepers Legal Liab.
  - () Other: \_\_\_\_\_
  
- () **PROFESSIONAL LIABILITY:**
  - () Contractual Liability
  - () Additional Insured
  - () Waiver of Subrogation
  - () Vicarious Liability Endt.
  - () 3 Year Discovery Tail
  - () Other: \_\_\_\_\_
  
- () **AIRCRAFT LIABILITY:**
  - () Passenger Per Seat Liability
  - () Pollution
  - () Contractual Liability
  - () Additional Insured
  - () Hull Waiver of Subrogation
  - () Other: \_\_\_\_\_
  
- () **PROPERTY DAMAGE:** ( ) Loss Payable Status (AOIMA)
  - () Replacement Value
  - () All Risk Form
  - () Builder's Risk: \$ \_\_\_\_\_
  - () Transportation Floater: \$ \_\_\_\_\_
  - () Scheduled Locations/Propt.
  - () Actual Cash Value
  - () Named Perils Form
  - () Boiler and Machinery
  - () Contractors Equipment: \$ \_\_\_\_\_
  - () Other: \_\_\_\_\_
  - () Agreed Amount
  - () Earthquake: \_\_\_\_\_
  - () Flood: \_\_\_\_\_
  - () Loss of Rental Income: \_\_\_\_\_
  - () Other: \_\_\_\_\_
  
- () **WATERCRAFT:**
  - () Protection and Indemnity
  - () Waiver of Subrogation
  - () Pollution
  - () Other: \_\_\_\_\_
  - () Additional Insured
  - () Other: \_\_\_\_\_
  
- () **POLLUTION:**
  - () Incipient/Long-Term
  - () Waiver of Subrogation
  - () Sudden and Accidental
  - () Contractor's Pollution
  - () Additional Insured
  - () Other: \_\_\_\_\_
  
- () **CRIME:** ( ) Joint Loss Payable Status
  - () Fidelity Bond
  - () Employee Dishonesty
  - () Computer Fraud
  - () Other: \_\_\_\_\_
  - () Financial Institution Bond
  - () In Transit Coverage
  - () Commercial Crime
  - () Other: \_\_\_\_\_
  - () Additional Insured
  - () Loss of Monies/Securities
  - () Wire Transfer Fraud
  - () Forgery/Alteration of Docs.
  
- () **ASBESTOS LIABILITY:** ( ) Additional Insured



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 13

- Consent    
  Departmental    
  Correspondence Action    
  Public Hearing  
 Scheduled Time for    
  Closed Session    
  Informational

**FROM:** Kevin Carunchio, County Administrator

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Appointment of George Milovich as Interim Agricultural Commissioner/Sealer of Weights and Measures

**DEPARTMENTAL RECOMMENDATION:** That your Board approve the resolution appointing George Milovich to the position of Interim Agricultural Commissioner/Sealer of Weights and Measures, contingent upon Board approval of future budgets.

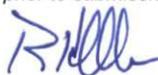
**SUMMARY DISCUSSION:** George Milovich will be retiring from County service on June 30, 2012. During the transition period until a new Agricultural Commissioner can be appointed by your Board, Mr. Milovich has agreed to continue to discharge the duties of that office on an interim basis.

**ALTERNATIVES:** Do not retain Mr. Milovich in the position.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:** Funding will be included in the Agricultural Commissioner/Sealer of Weights and Measures Budget in the 2012/13 budget.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>6-20-12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>6/21/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>6-20-12</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 6-20-12  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
APPOINTING GEORGE MILOVICH TO THE POSITION OF INTERIM  
AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS AND MEASURES**

WHEREAS, Mr. George Milovich will be retiring from the position of Agricultural Commissioner/Sealer of Weights and Measures for the County of Inyo on June 30, 2012; and

WHEREAS, the County of Inyo would benefit from the continued employment of Mr. Milovich in the vacant position while it recruits and retains a permanent Agricultural Commissioner, and

WHEREAS, this Board of Supervisors deems the position approved herein to be of limited duration and requiring the specialized skills of Mr. Milovich to prevent the stoppage of public business, and

WHEREAS, this appointment shall not exceed the total of 960 hours of work in any fiscal year and shall not exceed twelve months.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Inyo, that:

1. George Milovich is hereby appointed as Interim Agricultural Commissioner/Sealer of Weights and Measures subject to the conditions of this Resolution, effective July 1, 2012.
2. The salary for this appointment shall be at the hourly rate of \$54.59, including any compensation adjustments afforded to appointed department heads by the Board of Supervisors.
3. The Board of Supervisors and the Personnel Director are authorized and directed to carry out the terms and conditions of this Resolution.
4. This resolution supersedes all previous resolutions or minute orders appointing the position of Agricultural Commissioner/Sealer of Weights and Measures.

PASSED AND ADOPTED on this 27<sup>TH</sup> day of June, 2012, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

ATTEST: \_\_\_\_\_  
KEVIN CARUNCHIO  
Clerk of the Board

By: \_\_\_\_\_  
Pat Gunsolley, Assistant



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: <b>AGENDA NUMBER</b>  14
---

- Consent Hearing     Departmental     Correspondence Action     Public  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Contract between the County of Inyo and Gary C. Ernst.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board: 1) Declare Gary Ernst the sole source provider of certain mental health fiscal consultation for the period of July 1, 2012 through June 30, 2013; 2) Approve the contract and HIPAA Business Associate agreement between the County of Inyo and Gary C. Ernst for fiscal consulting services, in an amount not to exceed \$20,000, for the period of July 1, 2012 to June 30, 2013, contingent upon Board's adoption of FY 2012/2013 Budget and 3) authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

The Department requests this contract as a sole source contract due to the need for the specialized knowledge, experience and expertise brought by Mr. Ernst. During the past seven and a half years, Gary Ernst has provided the mental health and fiscal division's significant fiscal consultation and training. Mr. Ernst has been extremely helpful, not only in continued training support but also in the complex task of the incorporation of MHSA into the current mental health system. He has extensive expertise in mental health fiscal regulations and procedures and continues to remain current with the development of the new fiscal regulations required by the Mental Health Services Act (MHSA) and has, in fact provided consultation to the Department of Mental Health's Financial Committee. By working with the consultant, the mental health division has continued regular access to this necessary specialized knowledge and analysis. Mr. Ernst will continue to work with the division around the incorporation of the various components of MHSA budget into the mental health budget and the development of an integrated plan for MHSA. He will further work with us around the fiscal implications of the new distribution process for MHSA, as well as any changes that might come with the Path2Health Program or with the new Realignment and related managed care and EPSDT processes. He will also continue to work with the division to set up necessary tracking and monitoring systems to result in accurate reporting and consequent planning.

**ALTERNATIVES:**

Your Board could deny this sole source request. This would limit our access to this expertise and valuable consultation and training. This would also impede our progress in the integration of the various components of the MHSA plan into the Mental Health budget.

**OTHER AGENCY INVOLVEMENT:**

Mental Health is part of the Behavioral Health Division of the Health and Human Services Department, Department of Mental Health.

**FINANCING:**

Mental Health realignment funds including, MHSA and MediCal where appropriate. This expense will be budgeted in the Mental Health Budget (045200) in Professional Services (5265). No County General Funds.

**APPROVALS**

COUNTY COUNSEL:

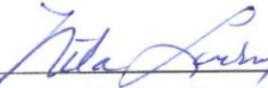


AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)

Approved: yes Date: 5/23/2012

AUDITOR/CONTROLLER:

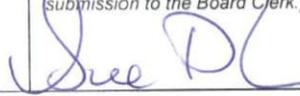
ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)



Approved: yes Date: 5/30/12

PERSONNEL DIRECTOR:

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)



Approved: ✓ Date: 6/4/12

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6-5-12

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND Gary C. Ernst  
FOR THE PROVISION OF Financial Consulting SERVICES

TERM:

FROM: July 1, 2012

TO: June 30, 2013

SCOPE OF WORK:

**Community Mental Health**

Provide assistance and staff training activities for various Mental Health fiscal issues including but not limited to contracting, provider certification, revenue enhancement, Medi-Cal and third party billing and cost reporting.

**Mental Health Services Act**

- 1) Continue to work with fiscal and administrative staff to set – up and implement internal policies and procedures for receiving MHSA funds for DMH. DMH requires that MHSA funds be accounted for in a categorical format.
- 2) In consultation with County Auditor's staff, assign account numbers to receive MHSA funds and to disperse to the Department and develop and implement policies and procedures to monitor MHSA funds 'cash' for reporting to the DMH on a quarterly basis.
- 3) Assist staff to implement a process to document and accumulate MHSA costs for reporting to DMH on a quarterly basis.
- 4) Continue to develop and implement spreadsheets for documenting staff time and services and supply costs, which are directly attributable to the MHSA program. For all other general costs, assign an acceptable allocation method and document for auditing purposes. This documentation will also be incorporated into the DMH annual cost report.
- 5) Develop service coding to track units of service, MHSA staff time, for reporting MHSA activity to DMH through the Annual Cost Reporting Process within the new Avatar billing system.
- 6) Continue to train administrative and fiscal staff on the implementation of the above developed polices and procedures and related documentation / monitoring spreadsheets.

Contractor will provide consultation on administrative and fiscal activities as requested. It is estimated that three days per quarter (three month period) of onsite consultation is required. Additional services shall be performed by telephone or email during the term of the contract on an as needed basis.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Gary C. Ernst  
FOR THE PROVISION OF Financial Consulting **SERVICES****

**TERM:**

**FROM:** July 1, 2012 **TO:** June 30, 2013

**SCHEDULE OF FEES:**

The County shall pay Contractor the amount of \$100.00 per hour for services described in the Scope of Work (Attachment A). Notwithstanding section 3 (B), the County will pay \$100.00 per hour for one-way travel not to exceed 8 hours per day. The County will not pay per diem or other travel expenses.

Contractor shall submit an itemized statement of services performed each quarter, after each on site consultation.

## COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the contract (“Contract”) by and between the Health and Human Services Behavioral Health division, referred to herein as Covered Entity (“CE”), and Gary C. Ernst, referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2012(the “Agreement Effective Date”).

### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI) (defined below).

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

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

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

### **1. Definitions**

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

- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely

relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care

operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in

advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
15

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Health and Human Services/Health Division

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Health Officer Contract

**DEPARTMENTAL RECOMMENDATION:**

Request the Board approve the contract between the County of Inyo and Richard O. Johnson, MD, for Health Officer services for an amount not to exceed \$686,871 for the period of July 1, 2012 through June 30, 2017 and authorize the Chairperson to sign, contingent upon approval of budgets.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A Request for Qualifications was created and advertised. Richard O. Johnson, MD, was the successful applicant. He is currently serving as the appointed Health Officer.

Health Officer shall provide duties as defined in the California Health and Safety Code, including oversight of communicable disease issues, reporting and prevention as required to observe, issue and enforce local orders and ordinances pertaining to public health; shall be available if needed to consult or assess in the diagnosis and treatment of patients with communicable disease; shall declare and/or provide leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency.

Health Officer shall provide leadership in public health matters to assure the effectiveness of community health services including: communicable disease control, maternal and child health, emergency services and disaster planning, family planning, laboratory services, and environmental health. In addition Health Officer shall conduct assessments and report on the health status of the community, using multiple epidemiologic survey and statistical methods, and provide consultation to public health staff on public health planning.

**ALTERNATIVES:**

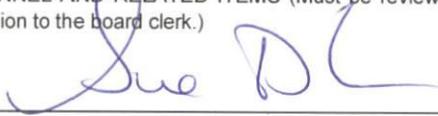
The Board can choose to deny this request which would result in further recruitment for the Health Officer position.

**OTHER AGENCY INVOLVEMENT:**

The Health Officer provides Public Health leadership in coordination with many County and State agencies around issues of communicable disease, disaster preparedness and response, specific bioterrorism response and other health issues.

**FINANCING:**

Funding for this contract is from State Health Budget funds, Health Realignment, and Vehicle License Fees. This expense is budgeted in Health (045100) in contract Employees (5002).

<b>APPROVALS</b>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/29/2012</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/1/12</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>↓</u> Date <u>6/4/12</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) Jean Turner Date: 6-5-12

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Richard O. Johnson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM: 7/1/2012 TO: 6/30/2017**

**SCOPE OF WORK**

CONTRACTOR shall provide Health Officer duties as defined in the California Health and Safety Code, including oversight of communicable disease issues, reporting and prevention as required to observe, issue and enforce local orders and ordinances pertaining to public health; shall be available if needed to consult or assess in the diagnosis and treatment of patients with communicable disease; shall declare and/or provide leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency.

CONTACTOR shall provide leadership in public health matters to assure the effectiveness of community health services including: communicable disease control, maternal and child health, emergency services and disaster planning, family planning, laboratory services, and environmental health. In addition contractor shall conduct assessments and report on the health status of the community, using multiple epidemiologic survey and statistical methods, and provide consultation to public health staff on public health planning.

CONTRACTOR shall in consultation with Heath & Human Services Administration provide communication of public health issues by issuing public health bulletins and answering media inquiries.

Such duties shall include twelve (12) hours per week and twenty-four hour, seven days a week (24/7) availability to the Inyo County Health and Human Services (HHS) Director, Public Health Clinical Director, or their designees, and attending periodic appropriate local interagency meetings as defined by the HHS Director or Clinical Services Director.

CONTRACTOR shall provide liaison services between the Inyo County Public Health programs and California Conference of Local Health Officers (CCLHO), including, but not limited to, participation in some CCLHO meetings and monitoring and tracking verbal and written communications.

COUNTY shall agree to allow CCLHO in-person participation of up to 6 days per fiscal year as part of this contract.

CONTRACTOR as a member of the public health disaster planning team shall contribute to the development and writing of preparedness plans, exercises and drills, protocols and after action reports.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Richard O. Johnson MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** 7/1/2012      **TO:** 6/30/2017

**SCHEDULE OF FEES:**

Effective July, 1, 2012, for the remainder of the contract, COUNTY shall agree to pay a flat salary rate of \$10,634.32 per month and a flat benefit rate of \$813.53 per month.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Richard O. Johnson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** 7/1/2012

**TO:** 6/30/2017

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Contractor will be reimbursed for travel and per diem per County's travel policy.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

16

- Consent    Departmental    Correspondence Action    Public Hearing  
 Scheduled Time for    Closed Session    Informational

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health, Substance Use Disorders Program

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Approval of the FY 2012-2013 Net Negotiated Amount (NNA) Contract Amendment for Substance Use Disorder (SUD) services.

**DEPARTMENTAL RECOMMENDATION:**

Request that your Board approve the FY 2012/2013 Net Negotiated Amount (NNA) contract amendment for Substance Use Disorder services with the Department of Health Care Services (DHCS) and the California Department of Alcohol and Drug (ADP) Programs with a FY 2012/13 increase of \$47,500 of federal Drug Medi-Cal funds, for a new multi-year contract total of \$1,343,773 and authorize the chairperson to sign the amendment forms.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This is a standard amendment to our State contract for Inyo County's Substance Use Disorders Program. The State keeps the basic multi-year contract in place and provides amendments to the contract reflecting any changes in the allocation. Beginning July 1, 2012, we will be approved as a Drug Medi-Cal program provider and have the ability to claim up to \$47,500 in federal funding for reimbursement for providing the proper Medi-Cal services to SUD clients. We still must utilize a 50% match in order to access these funds. The total amount of the three year contract FY 10/11 through FY 12/13 is \$1,343,773, with the amount of \$444,797 designated for FY 12/13. Additionally, there are changes in the contract reflecting the implementation of an Absolute Assignment of Agreement from the Department of Alcohol and Drug Programs (ADP) to the Department of Health Care Services (DHCS) for the Drug Medi-Cal program effective July 1, 2012; and implementing a Contingency Assignment of Agreement from ADP to the DHCS if the FY 2012/13 Budget Act is approved to eliminate ADP which includes the transfer of the non-Drug Medi-Cal program to DHCS effective July 1, 2012.

**ALTERNATIVES:**

Your Board could elect not to approve this amendment, resulting in the loss of funding for the Substance Use Disorders program.

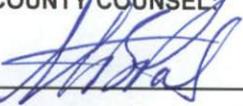
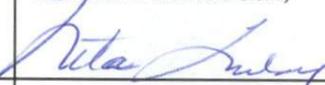
**OTHER AGENCY INVOLVEMENT:**

California Department of Alcohol and Drug Programs, California Department of Health Care Services

**FINANCING:**

Federal and 2011 Realignment Funds. This will be brought in as Revenue to the Substance Abuse Disorders Budget (045315)

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes 6/19/2012</u> Date:
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)   Approved: <u>J</u> <u>6/20/12</u> Date:
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date:

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Jean Turner by D Canipe Date: 06/20/2012

**FISCAL CONTRACT DETAIL  
DEPARTMENT OF HEALTH CARE SERVICES  
Fiscal Year 2012-13 Substance Use Disorder Budget V.1**

**ADP Contract #10-NNA14**

<u>State General Funds</u>	<u>Amounts</u>	<u>Totals</u>
<b><u>State General Funds (July 1, 2012 - June 30, 2013)</u></b>		
Parolee Services Network Funds	\$ -	
<b>Total State General Funds</b>		<b>\$ -</b>
<b>TOTAL STATE GENERAL FUNDS</b>		<b>\$ -</b>
<b><u>Federal Funds</u></b>		
<b><u>SAPT Block Grant - 93.959 (FFY 2013 Award) (October 1, 2012 to June 30, 2014 - 21 Months)</u></b>		
SAPT Female Offender Treatment Services - FFY 2013 Award	\$ -	
SAPT Discretionary - FFY 2013 Award	\$ 317,603	
SAPT Adolescent/Youth Treatment Program - FFY 2013 Award	\$ -	
SAPT Friday Night Live/Club Live - FFY 2013 Award	\$ -	
SAPT Primary Prevention Set-Aside - FFY 2013 Award	\$ 75,194	
SAPT HIV Set-Aside - FFY 2013 Award	\$ 4,500	
SAPT Perinatal Set-Aside - FFY 2013 Award	\$ -	
SAPT Special Projects - FFY 2013 Award	\$ -	
<b>Total SAPT Block Grant - FFY 2013 Award</b>		<b>\$ 397,297</b>
<b><u>Federal Drug Medi-Cal Funds (Reimbursement) (July 1, 2012 to June 30, 2013) (12 Months)</u></b>		
Drug Medi-Cal	\$ 47,500	
Perinatal Drug Medi-Cal	\$ -	
<b>Total Federal Drug Medi-Cal Funds</b>		<b>\$ 47,500</b>
<b>TOTAL FEDERAL FUNDS</b>		<b>\$ 444,797</b>
<b>GRAND TOTAL - ALL FUNDS</b>		<b>\$ 444,797</b>

FISCAL CONTRACT DETAIL  
DEPARTMENT OF HEALTH CARE SERVICES  
Fiscal Year 2012-13 Substance Use Disorder Budget V.1

ADP Contract #10-NNA14

	<u>Amounts</u>	<u>Totals</u>
<b>Federal Drug Medi-Cal Funds (Reimbursement) (July 1, 2012 to June 30, 2013) (12 Months)</b>		
Drug Medi-Cal	\$ 47,500	
Perinatal Drug Medi-Cal	\$ -	
<b>Total Federal Drug Medi-Cal Funds</b>		<b>\$ 47,500</b>
<b>TOTAL FEDERAL FUNDS</b>		<b>\$ 47,500</b>
<b>GRAND TOTAL</b>		<b>\$ 47,500</b>

Check here if additional pages are added: 1 Page(s)

ADP Agreement / Amend Number <b>10-NNA14</b>	DHCS Agreement / Amend Number
Registration Number:	

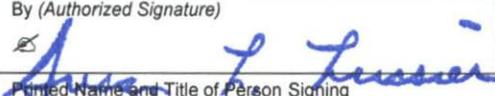
1. This Agreement is entered into between the following State Agencies and the Contractor named below:
 

Primary State Agency also referred to as ADP <b>Department of Alcohol and Drug Programs</b>	Secondary State Agency also referred to as DHCS <b>Department of Health Care Services</b>
Contractor's Name (Also referred to as Contractor ) <b>County of Inyo</b>	
2. The term of this Agreement is: **July 1, 2010 through June 30, 2013**
3. The maximum amount of this Agreement after this amendment is: **\$ 1,343,773**  
 One million, three hundred forty three thousand, seven hundred seventy three dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - I. **Amendment effective date:** June 29, 2012
  - II. **Purpose of amendment:** This amendment: (1) increases contract amount for Fiscal Year 2012-13 services; (2) implements an Absolute Assignment of Agreement (#10-NNA14) from one State agency to another for the Drug Medi-Cal Program; and (3) implements a Contingency Assignment of Agreement (#10-NNA14) from one State agency to another if the FY 2012-13 Budget Act is approved to eliminate the Department of Alcohol and Drug Programs which includes the transfer of the non-Drug Medi-Cal Program.
  - III. Paragraph 3 (maximum amount) of the face of the amended STD 213 is amended to read: **\$1,343,773**  
~~\$1,296,273.~~

(Continued on next page)

All other terms and conditions shall remain the same.

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

STATE OF CALIFORNIA (Primary)		STATE OF CALIFORNIA (Secondary)	
Primary Agency Name <b>Department of Alcohol and Drug Programs</b>		Secondary Agency Name <b>Department of Health Care Services</b>	
By (Authorized Signature) 	Date Signed (Do not type) <b>6-11-12</b>	By (Authorized Signature) 	Date Signed (Do not type)
Printed Name and Title of Person Signing <b>Susan Lussier, Deputy Director, Division of Administration</b>		Printed Name and Title of Person Signing <b>Jayna Querin, Chief, Contracts and Purchasing Services Section</b>	
Address <b>1700 K Street, Sacramento, CA 95811</b>		Address <b>P.O. Box 997413, MS Code 1403, Sacramento, CA 95899-7413</b>	
<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>	
Contractor's Name (if not an individual, indicate a corporation, partnership etc.) <b>County of Inyo</b>		<input checked="" type="checkbox"/> Exempt per: DGS memo dated 7/10/96 and Welfare and Institutions Code 14087.4	
By (Authorized Signature) 	Date Signed (Do not type)		
Printed Name and Title of Person Signing			
Address			

- IV. By executing this amendment, Department of Alcohol and Drug Programs expressly consents to assign and transfer all rights and interests in Agreement (#10-NNA14) with respect to the Drug Medi-Cal Program to Department of Health Care Services as of July 1, 2012. By executing this amendment, Department of Health Care Services assumes all rights, duties, obligations, responsibilities, and liabilities of any type that accrue under Agreement (#10-NNA14) with respect to the Drug Medi-Cal Program on or after July 1, 2012 and agrees to abide by the terms and conditions of said agreement.
- V. By executing this amendment, Department of Alcohol and Drug Programs expressly consents to assign and transfer all rights and interests in Agreement (#10-NNA14) with respect to non-Drug Medi-Cal Program to Department of Health Care Services as of July 1, 2012, contingent upon the Fiscal Year 2012-13 Budget Act approval of eliminating the Department of Alcohol and Drug Programs, which includes the transfer of the non-Drug Medi-Cal Program. By executing this amendment, Department of Health Care Services assumes all rights, duties, obligations, responsibilities, and liabilities of any type that accrue under Agreement (#10-NNA14) with respect to the non-Drug Medi-Cal Program on or after July 1, 2012 and agrees to abide by the terms and conditions of said agreement.
- VI. As part of the Absolute Assignment, attached to this contract amendment is the Exhibit A1 (DMC Federal Funding Only) of the Fiscal Year 2012-13 Substance Use Disorder Budget V.1 for the County of Inyo, ADP Contract #10-NNA14.
- VII. As part of the Contingency Assignment, attached to this contract amendment is the Exhibit A1 (All Funding) of the Fiscal Year 2012-13 Substance Use Disorder Budget V.1 for the County of Inyo, ADP Contract #10-NNA14.
- VIII. As of July 1, 2012, all references to the Department of Alcohol Drug Programs (ADP) appearing in Agreement (#10-NNA14) and its exhibits shall be deemed to read Department of Health Care Services (DHCS).
- IX. By executing this amendment, the County of Inyo consents to this assignment.
- X. As a result of the government reorganization that resulted in the assignment, various department programs may experience a physical relocation, reassignment of personnel, change in programmatic procedures/policies, or other effect. If this agreement, during the remainder of its duration, is impacted by such changes, the Department of Health Care Services reserves the right, without initiation of a formal amendment, to issue one or more written notices to the Contractor supplying alternate information and/or instructions regarding contract numbers, invoicing instructions, document addressing, personnel changes, and/or other procedural/policy changes.
- XI. Except as specified herein, all remaining terms and conditions shall remain unchanged.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
17

- Consent Hearing  
 Scheduled Time for  
 Departmental  
 Closed Session  
 Correspondence Action  
 Informational  
 Public

**FROM:** HEALTH & HUMAN SERVICES, ESAAA

**FOR THE BOARD MEETING OF: June 26, 2012**

**SUBJECT:** Approval of Contract with the State Regarding Regional Administration of ESAAA & Terminate IMAAA and the JPA

**DEPARTMENTAL RECOMMENDATION:** Request Board (1) approve contract #AP-1213-16 with the California Department of Aging (CDA) for regional services to seniors, provided through the Eastern Sierra Area Agency on Aging (ESAAA), in the amount of \$750,878 for the period of July 1, 2012 through June 30, 2013, and authorize the Chairperson to sign; and (2) notify Mono County and IMAAA of your Board's intent to provide thirty-day notice to withdraw from the Joint Powers Agreement (JPA), effectively terminating Inyo Mono Area Agency on Aging.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Your Board is now the governing body for the newly named Eastern Sierra Area Agency on Aging (ESAAA), effective July 1, 2012. This contract is a standard State contract with funding levels at \$23,353 less than in the prior year, of which \$21,636 is in Home-Delivered Meals. A State-issued summary is attached, title AREA PLAN Budget Display – Allocation Differences from 11/12 to 12/13. Acceptance of this contract ensures the receipt of federal and state funds to keep existing services going.

The JPA for IMAAA provides that "any party may withdraw from the agreement and from IMAAA by giving thirty (30) days written notice of intention to do so to the party hereto and to IMAAA." Given that CDA has designated your Board as the new governing body for the regional AAA, there is no longer a need for IMAAA or the JPA after June 30, 2012.

**ALTERNATIVES:**

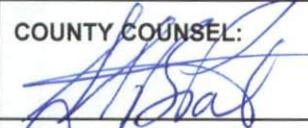
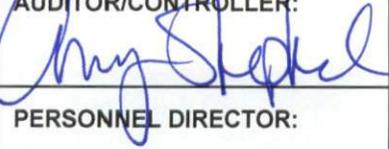
Receipt of any funding for ESAAA is contingent upon execution of this contract, as well as the required Four Year Plan for services. That Plan development is contingent upon the setting of minimum percentages for IIIB services. Failure to move forward on these requested actions may disrupt services to seniors in the region.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging, County of Mono, CA Indian Legal Services, Ombudsman

**FINANCING:**

No funding is involved in these specific actions, although the requested action provides the mechanism for receipt of \$750,878 in State and Federal funds, that would be used to fund the ESAAA program.

<b>APPROVALS</b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>6/15/12</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>6/19/12</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>BUDGET OFFICER:</b> 	<b>BUDGET AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: <u>✓</u> Date: <u>6/20/12</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

Jean Turner<sup>BE</sup>

Date: 6/20/12

**AREA PLAN  
Budget Display  
Allocation Differences from 11/12 to 12/13  
Inyo-Mono Area Agency on Aging**

	FY 11/12 Baseline	FY 12/13 Baseline	Net Change
<b>Supportive Services</b>			
Federal Title IIIB	107,888	107,406	(482)
General Fund B	-	-	-
<b>Total Supportive Services</b>	<b>107,888</b>	<b>107,406</b>	<b>(482)</b>
<b>Ombudsman</b>			
Federal Title IIIB	15,280	15,260	(20)
General Fund B	-	-	-
Federal Title VIIa	19,697	19,513	(184)
General Fund VIIa	-	-	-
Special Deposit	1,226	1,241	15
SNF Quality & Accountability	16,994	16,997	3
<b>Total Ombudsman</b>	<b>53,197</b>	<b>53,011</b>	<b>(186)</b>
<b>Congregate Nutrition</b>			
Federal Title IIIC1	141,521	141,451	(70)
General Fund C1	60,783	58,448	(2,335)
NSIP C1	11,891	15,978	4,085
<b>Total Congregate Nutrition</b>	<b>214,195</b>	<b>215,875</b>	<b>1,680</b>
<b>Home-Delivered Meals</b>			
Federal Title IIIC2	70,167	70,479	312
General Fund C2	206,575	190,286	(16,289)
NSIP C2	38,074	32,415	(5,659)
<b>Total Home Delivered Meals</b>	<b>314,816</b>	<b>293,180</b>	<b>(21,636)</b>
<b>Disease Prevention</b>			
Federal Title IIID	2,080	2,582	502
Federal Title IIID - Med Mgmt	737	-	(737)
General Fund D	-	-	-
<b>Total Disease Prevention</b>	<b>2,817</b>	<b>2,582</b>	<b>(235)</b>
<b>Family Caregiver</b>			
Federal Title IIIE	18,681	17,007	(1,674)
<b>Total Title IIIE</b>	<b>18,681</b>	<b>17,007</b>	<b>(1,674)</b>
<b>Elder Abuse</b>			
Federal Title VIIb	705	637	(68)
General Fund VIIb	-	-	-
<b>Total Elder Abuse</b>	<b>705</b>	<b>637</b>	<b>(68)</b>
<b>Community Based Services</b>			
ADCRC	-	-	-
Brown Bag	-	-	-
Linkages	-	-	-
Senior Companion	-	-	-
Respite	-	-	-
<b>Total CBSP</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Administration</b>			
Federal Title IIIB	19,481	19,197	(284)
Federal Title IIIC1	22,903	22,636	(267)
Federal Title IIIC2	11,355	11,278	(77)
Federal Title IIIE	8,055	7,932	(123)
General Fund C1	109	108	(1)
General Fund C2	29	29	-
General Fund CBSP	-	-	-
<b>Total Administration</b>	<b>61,932</b>	<b>61,180</b>	<b>(752)</b>
<b>Grand Total - All Funds</b>	<b>774,231</b>	<b>750,878</b>	<b>(23,353)</b>
<b>Funding Summary</b>			
Federal Funds	488,515	483,769	(4,746)
General Fund	267,496	248,871	(18,625)
SNF Quality & Accountability	16,994	16,997	3
Special Deposit	1,226	1,241	15
	<b>774,231</b>	<b>750,878</b>	<b>(23,353)</b>

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**AP-1213-16**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Aging

CONTRACTOR'S NAME

County of Inyo

2. The term of this Agreement is: July 1, 2012 Through June 30, 2013

3. The maximum amount of this Agreement is: **\$ 750,878.00**  
 Seven hundred fifty thousand eight hundred seventy-eight and 00/100 dollars

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

Exhibit A – Scope of Work 14 page(s)

Exhibit B – Budget Detail, Payment Provisions, and Closeout 12 page(s)

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 28 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 15 page(s)

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

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

**CONTRACTOR**

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

County of Inyo

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

163 May Street Bishop CA 93514

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Aging

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS

1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

Exempt per: Older Californians Act and AG OP 80-111

ARTICLE I. DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III AND TITLE VII PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42) (USC Section 3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq., and California Department of Aging (CDA) Program Memoranda.
2. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS).
3. **Program Development** means activities that either establish a new service or expand or integrate existing services.
4. **Coordination** means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non OAA-funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and legal assistance.
6. **Priority Services for Title III E** means services provided to caregivers who care for older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers, who care for children with severe disabilities.
7. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year**

**ARTICLE I. DEFINITIONS (Continued)**

8. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans, 2010.
9. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each PSA compared to the total number of meals served in the State in the preceding year.
10. **Title III D (Health Promotion Services)** means the provision of health risk assessments; routine health screening; nutrition counseling; education services; evidence-based health promotion; physical fitness; group exercise; music, art, dance movement therapy; programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of mental health services; and education on preventative health services.
11. **Medication Management** means medication screening and education to prevent incorrect medication and adverse drug reactions.
12. **Matching Contributions** means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
13. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
14. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).
15. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
  - a. Voluntary contributions received from a participant or other party for services received
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement

Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year

ARTICLE I. DEFINITIONS (Continued)

- c. Royalties received on patents and copyrights from contract-supported activities
  - d. Proceeds from the sale of items fabricated under a contract agreement
16. **One-Time-Only Funds** means:
- a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180) (Title 22 CCR 7314)
  - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the Department
  - c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to the CDA as a result of the federal re-allotment process
17. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
18. **Eligible Service Population** for Title III B, C-1, C-2, D means individuals 60 years of age or older, with emphasis on those in economic and social need with particular attention to low income minority individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135]
19. **Eligible Service Population for Title III E** means an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual or to an individual (of any age) with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA 302(3)]
20. **A Grandparent or Older Individual Who is a Relative Caregiver** [OAA 372(a)(2)] means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who:

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE I. DEFINITIONS (Continued)**

- (a) lives with the child
  - (b) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child
  - (c) has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally
21. **A Child** means an individual who is not more than 18 years of age or is an individual with a severe disability.
22. **Individual with Severe Disabilities** means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more of major life activities.
23. **Title III E Family Caregiver Support Program Categories** are:
- 1. Information Services
  - 2. Access Assistance
  - 3. Support Services
  - 4. Respite Care
  - 5. Supplemental Services

**B. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES)**

- 1. **State Long-Term Care Ombudsman Program** means the CDA program that is recognized by the State Legislature and in compliance with the OAA and the Older Californians Act. The legislative intent of this program is to use volunteers and volunteer programs to effectively assist older individuals residing in long-term care facilities in the assertion of their civil and human rights. [OAA 712(a)(1)(B); W&I 9700, 9701(f)]
- 2. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established and operated by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract with the Area Agencies on Aging (AAAs). As a program of CDA, the Office is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. The Office establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of similar nature that receive funding or official designation from the state. The Office analyzes data, monitors

ARTICLE I. DEFINITIONS (Continued)

government actions, and provides recommendations pertaining to long-term care facilities and services. The Office periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA 712(a)(1)(A), 712(a)(3) (C&F), 712(h); W&I 9710, 9716, 9717]

3. **State Ombudsman** means the individual who serves as the full-time head of the State Office of the Long-Term Care Ombudsman. The State Ombudsman is appointed by the CDA director and reports directly to this director. With the participation of the AAA, the State Ombudsman develops policies and procedures for the State Ombudsman Program, including AAA responsibilities for the provision of Ombudsman services in their Planning and Service Area (PSA) – including their resolution of concerns with respect to Local Ombudsman Program activity. [OAA 712(a) (2&3), 712(a)(5)(D)(ii), 712(e); W&I 9711]
4. **Local Ombudsman Program** means either a program of the AAA or its subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the planning or service area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA 711(3), 712(a)(5)(D); W&I 9701(a)]
5. **Local Ombudsman Coordinator** means the individual selected by the governing board or executive director responsible for the Local Ombudsman Program to represent the Local Ombudsman Program and manage the day-to-day operations, including implementation of federal and State requirements. The Local Ombudsman Coordinator is required to be a State Certified Ombudsman Representative, complete State training for new Coordinators, and participate in State Ombudsman sponsored meetings at least twice each year. The selection is in accordance with policies and procedures established by the State Ombudsman and meet the State Ombudsman's criteria for designation and concurrence. [OAA 712(a)(5)(A), 712(h)(5); 9701(e), 9719]
6. **State Certified Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. Prior to certification by the State Ombudsman, the individual is required to pass state and federal criminal background clearance, complete a minimum of 36 hours of training, and complete a mentorship in accordance with policies and

ARTICLE I. DEFINITIONS (Continued)

procedures established by the State Ombudsman. [OAA 711(5), 712(a)(5)(A), 712(h)(5); W&I 9719]

7. **Volunteer Recruitment** means those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(a)(5)(B)(vii)]
8. **Eligible Service Population** means older individuals, 60 years of age or older, who are residents of long-term care facilities (i.e. nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA Sections 102(35), 321(a)(10), W&I 9701(b). The Local Ombudsman Program may serve residents under 60 years of age if:
  - a. A majority of the residents of the facility where the younger person resides are over age 60 and
  - b. Such service does not weaken or decrease service to older individuals covered by the OAA. [Policy of the Office of Elder Rights Projection, Administration on Aging; July 15, 1996]

C. **DEFINITIONS SPECIFIC TO TITLE VII-B (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES – PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND EXPLOITATION)**

**Elder Abuse Prevention Programs** means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation) (42 U.S.C. 3058i, OAA Section 721), including:

1. Providing for public education and outreach to identify and prevent elder abuse, neglect, and exploitation
2. Providing for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals
3. Ensuring the coordination of services provided by area agencies on aging with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE I. DEFINITIONS (Continued)**

4. Promoting the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA
5. Conducting analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs
6. Conducting training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy
7. Providing technical assistance to programs that provide or have the potential to provide services for victims of elder abuse, neglect, and exploitation and for family members of the victims
8. Conducting special and on-going training, for individuals involved in serving victims of elder abuse, neglect, and exploitation, on the topics of self-determination, individual rights, State and federal requirements concerning confidentiality, and other topics determined by the Department to be appropriate

**ARTICLE II. SCOPE OF WORK**

**A. The Contractor shall:**

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. The Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

3. Meet the adequate proportion requirements for priority services as required under the OAA, Section 306(a)(2); and CCR, Section 7312.
4. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
  - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity
  - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan
5. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three years or until any audit is resolved, whichever is longer.
6. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
7. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
8. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
9. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, Section 301(a)(2)(D).
10. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
11. Enter into contracts with subcontractors that require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

12. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
13. Monitor, on an ongoing basis, the subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [OMB Circular A-133.400(d)(3)] Onsite monitoring will be conducted every two years for all programs except Title III C-1 and Title III C-2 which will be conducted every year.
14. Monitor nutrition programs. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. Generally accepted standards for food safety, AAA policies and procedures must guarantee the following:
  - Inspection of non-food preparation nutrition sites at least every other year
  - Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions
  - Inspection of central kitchens sites annually
15. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
16. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
17. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedure.
18. Provide program information and assistance to the public.

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

19. Maintain a four-year Area Plan, with annual updates, as specified in Title 22 CCR, Sections 7300 through 7320. The Area Plan and annual updates are due by May 1 of each year. The annual update shall be effective during the same term as this Agreement.
  20. Maintain a program data collection and reporting system as specified in Exhibit E.
  21. Contract Title III case management services only to a public or non-profit agency, as required by the USC 42 Section 3026 (a)(8)(C).
  22. Offer to each older individual seeking Title III case management services a list of agencies that provide similar services within the jurisdiction of the AAA as specified in subsection (i), (ii), and (iii), of the USC 42 Section 3026 (a)(8)(C).
  23. Include the identity of each designated community focal point in subcontracts as specified in USC 42 Section 3026 (a)(3)(B).
- B. The Contractor shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will:**
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA 712(a)(5)(i); 9701(a)]
  2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA 712(a)(5)(B)(ii)]
  3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing the decision not to investigate and the reasons for the decision. [OAA 712(a)(5)(B)(iii); W&I 9701(a), 9720]
  4. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities. (W&I 15630 et. seq.)

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

5. Witness advance health care directives and property transfers of more than \$100 for residents of skilled nursing facilities. [HSC 1289, PC 4675, PC 4700 et seq.]
6. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this contract. [OAA 712(c)].
7. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the rights and well-being of residents. [OAA 712(a)(5)(B)(iv)].
8. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA 712(a)(5)(B)(v)].
9. Support the development of resident and family councils. [OAA 712(a)(5)(B)(vi)].
10. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services:
  - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA 712(a)(5)(B)(vii)]
  - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [W&I 9726.1(a)]
  - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [W&I 9726.1(b&d)]
  - d. Establish (in addition to support) resident, family and friends' councils. [W&I 9726.1(c)]
  - e. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights. [W&I 9726.1(e)]
  - f. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term care facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program. [W&I 9720]

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

**C. The Contractor shall:**

1. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds to support activities for the overall program.
2. Review and approve claims for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.
3. Submit monthly fiscal documents to CDA, as determined by the CDA, for Citation Penalties Account funds and Skilled Nursing Facility Quality and Accountability funds.

**D. The Contractor shall perform the following bilingual and linguistic program services for all programs: (GC 11135 -11139.5; Title 22 CCR Sections 98211, 98310-98314, 98324- 98326, 98340, 98370)**

**1. Needs Assessment**

- a. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. (Title 22 CCR Section 98310, 98314)

The group-needs assessment shall take into account the following four factors:

1. Number or proportion of limited English speaking persons (LEP) eligible to be served or encountered by the program
2. Frequency with which LEP individuals come in contact with the program
3. Nature and importance of the services provided
4. Local or frequently used resources available to the Contractor

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with GC Section 11135 et seq. and sections 98000-98382 of Title 22 of the CCR.

**Scope of Work – Exhibit A  
AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
  - 1. Methodologies used
  - 2. The linguistic and cultural needs of non-English or LEP groups
  - 3. Services proposed to address the needs identified and a timeline for implementation (Title 22 CCR Section 98310)
- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement.  
(Title 22 CCR Section 98310, 98313)

**2. Provision of Services**

- a. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in subdivision 1 of this section, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. (Title 22 CCR Section 98211)
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - 1. Interpreters or bilingual providers and provider staff
  - 2. Contracts with interpreter services
  - 3. Use of telephone interpreter lines
  - 4. Sharing of language assistance materials and services with other providers
  - 5. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs
  - 6. Referral to culturally and linguistically appropriate community service programs
- c. Based upon the findings of the group needs assessment, The Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. (Title 22 CCR Section 98211)

**Scope of Work – Exhibit A**  
**AREA PLAN- Fiscal Year**

**ARTICLE II. SCOPE OF WORK (Continued)**

- d. The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. (Title 22 CCR Section 98310)
- e. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. (Title 22 CCR Section 98324)
- f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. (Title 22 CCR Section 98370)

**3. Compliance Monitoring**

- a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. (Title 22 CCR Section 98310)
- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. (Title 22 CCR Section 98310)
- c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. (Title 22 CCR Section 98314)

**4. Notice to Eligible Beneficiaries of Contracted Services**

- a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. (Title 22 CCR Section 98325)
- b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding the Department's procedure for filing a complaint and other information regarding the provisions of GC, section 11135 et seq. (Title 22 CCR Section 98326)
- c. The Contractor shall notify the Department immediately of a complaint alleging discrimination based upon a violation of State or federal law. (Title 22 CCR Sections 98211, 98310, 98340)

**ARTICLE I. FUNDS**

**A. Expenditure of Funds**

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.
  - Mileage  
<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>
  - Per Diem (meals and incidentals) -  
<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>
  - Lodging  
<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq)

Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

**B. Accountability for Funds**

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted

**ARTICLE I. FUNDS (Continued)**

**Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.**

**2. Financial Management Systems**

**The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):**

- 1. Financial Reporting**
- 2. Accounting Records**
- 3. Internal Control**
- 4. Budgetary Control**
- 5. Allowable Costs**
- 6. Source Documentation**
- 7. Cash Management**

**C. Unexpended Funds**

**Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.**

**D. Availability of Funds**

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.**
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.**
- 3. Limitation of State Liability**

**Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized Area Plan Budget**

ARTICLE I. FUNDS (Continued)

(CDA 122). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

- Terminate the Contract pursuant to Exhibit D, Article XII, A
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract

b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest amounts earned on advances of federal funds up to \$100 per year for Local Government Agencies or \$250 for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to the Department's Accounting Section. [45CFR 92.21(i); 45CFR 74.22(l)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.
3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If the Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least quarterly, to the Department's Accounting Section.
4. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (a), (b), or (c) apply.

ARTICLE I. FUNDS (Continued)

- (a) The recipient receives less than \$120,000 in federal awards per year.
- (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on federal cash balances.
- (c) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

F. Program Income

- 1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- 2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
- 3. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Contractor.
- 4. For Title III B, III C, III D, III E, VII Ombudsman, and VII Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget (CDA 122), the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.
- 5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
- 6. Program Income may not be used to meet the matching requirements of this Agreement.
- 7. Program Income must be used to expand baseline services.

G. One-Time-Only (OTO) Funds

- 1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which it was accrued.

**ARTICLE I. FUNDS (Continued)**

2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7532 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
3. Titles III and VII federal Program One-Time-Only funds shall only be used for the following purposes:
  - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - b. Home and community-based projects that are approved in advance by the Department, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - c. Innovative pilot projects that are approved in advance by the Department, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in [45 CFR 1321.53(a) & (b).]
  - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services do not require advance Department approval.
4. Nutrition Services Incentive Program (NSIP) One-Time-Only funds shall only be used to purchase food used in the Elderly Nutrition Program.

**H. Matching Contributions**

Matching Contributions means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or subcontractor.
3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

**ARTICLE I. FUNDS (Continued)**

**I. Area Plan Administration**

Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.

**ARTICLE II. BUDGET AND BUDGET REVISION**

- A. The Contractor shall be compensated for expenses only as itemized in the approved Area Plan Budget (CDA 122) with the exception of budget service category transfers as noted in E.1.(a) below. The contractor shall not be entitled to payment for these expenses until the Area Plan Budget (CDA 122) is reviewed and approved by the Department. The approved Area Plan is hereby incorporated by reference into this Agreement as a part of Exhibit B.**
- B. The Contractor shall submit electronically the original Area Plan Budget (CDA 122) with the Area Plan and Area Plan annual updates, by May 1, unless otherwise instructed by the Department.**
- C. The Contractor shall submit electronically a budget revision 30 calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by the Department.**
- D. The final date to submit a budget revision is April 30 of the contract period unless otherwise specified by the Department.**
- E. Budget Service Category Transfers**
  - 1. The Contractor may transfer contract funds between budget service categories under the following terms and conditions:**
    - a. The Contractor shall submit a revised budget to the Department for any service category transfer of funds which exceeds 10 percent of the total budget for each funding source (Title IIIB, C1, C2, D, E, and Title VIIA and B).**
    - b. The Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.**

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

**F. Allocation Transfers**

1. Requests to transfer federal or State funds shall be submitted to the Department for approval with the original or revised Area Plan Budget (CDA 122).
  - a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA Section 308(b)(5)(A) and between Titles, III C-1, and III C-2 in accordance with OAA Section 308(b)(4)(A).
  - b. Transfer of State funds is allowable between III C-1 General Fund and III C-2 General Fund.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Agreement.
3. Transfer of funds cannot be processed or approved after the end of the specified contract period.

**G. Matching Requirements**

1. The required minimum administration matching contributions for Title III B, III C, & III E combined is 25 percent.
2. The required minimum program matching contributions for Title III B, III C, & III D is 10 percent.
3. The required minimum program matching contributions for Title III E is 25 percent.
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, III C, & III D can be pooled to meet the minimum requirement of 10 percent.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B, III C, or III D cannot be used to meet the program match requirement for III E.

**ARTICLE II. BUDGET AND BUDGET REVISION (Continued)**

8. Of the total minimum match required for Title III at least 25 percent must be from local public agencies (e.g. city and county governments, school districts, special districts, and water districts).
9. Expend not more than 10 percent of the total Title III E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than 18 years of age in accordance with OAA Section 373(g)(2)(C).
10. Limit expenditures for Title III E Supplemental Services to 20 percent of the total Title III E federal and matching non-federal share.

**H. Program Development or Coordination**

The Contractor shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, III C, & III E funds allocated for area plan administration costs. During the contract period, Program Development or Coordination activities and area plan administration activities can occur simultaneously. (See Article IV.C. for reconciliation during the closeout period).

**I. Indirect Costs**

1. The maximum reimbursement amount allowable for indirect costs is 8 percent of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. Indirect costs exceeding the 8 percent maximum may be budgeted as in-kind and used to meet the minimum matching requirements.

Contractor agrees to include the above requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

**ARTICLE III. PAYMENTS**

**A. Title III B, III C, III D, III E, VII Ombudsman and VII Elder Abuse Prevention**

The Contractor shall submit a monthly expenditure report and a request for funds to the online California Aging Reporting System (CARS) Fiscal Module by the 30<sup>th</sup> of each month as follows, or unless otherwise specified by the Department.

**Budget Detail, Payment Provisions, and Closeout – Exhibit B  
AREA PLAN – Fiscal Year 2012-13**

**ARTICLE III. PAYMENTS (Continued)**

**Monthly Fiscal Reporting Due Dates**

<b>RFF Month</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>
<b>RFF Date Due</b>	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30
<b>Expenditure Report Month</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>
<b>Expenditure Report Due Date</b>	5/30	6/30	7/30	8/30	9/30	10/30	11/30	12/30	1/30	2/28	3/30	4/30

- B. Ombudsman Citation Penalties Account and Skilled Nursing Facility Quality and Accountability Funds.**

The Contractor shall submit a monthly expenditure report and a request for funds by the 30<sup>th</sup> of each month unless otherwise specified by the Department.

- C. During the contract period, the Department shall advance funds based on an analysis of current cash needs.**
- D. Upon execution of this agreement, the Department will make quarterly advances of Nutrition Services Incentive Program (NSIP) funding to the Contractor during the first month of each quarter.**
- E. The Department may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the Contractor, until such time as the Department determines that the financial management standards are met.**

**ARTICLE IV. CLOSEOUT**

- A. The Area Plan Financial Closeout Report (CDA 180), and Report of Property Purchased with Agreement Funds (CDA 32) shall be submitted annually to the CDA Fiscal Team. All reports are due within 60 calendar days after the end of the fiscal year, unless otherwise specified by the Department. If a contract is terminated prior to the end of the contract period, all reports are due within 30 calendar days following the termination date of the contract.**

**ARTICLE IV. CLOSEOUT (Continued)**

- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match in the CDA 180.**
- C. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.**

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
 Budget Display  
 Fiscal Year 2012/13  
 County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Supportive Services</b>							
Federal Title IIIB	107,406	-	107,406	-	-	107,406	-
Total Supportive Services	107,406	-	107,406	-	-	107,406	-
<b>Ombudsman</b>							
Federal Title IIIB	15,260	-	15,260	-	-	15,260	-
Federal Title VIIa	19,513	-	19,513	-	-	19,513	-
Special Deposit (SDF)	1,241	-	1,241	-	-	1,241	-
SNF Quality & Accountability	16,997	-	16,997	-	-	16,997	-
Total Ombudsman	53,011	-	53,011	-	-	53,011	-
<b>Congregate Nutrition</b>							
Federal Title IIIC1	141,451	-	141,451	-	-	141,451	-
General Fund C1	58,448	-	58,448	-	-	58,448	-
NSIP C1	15,976	-	15,976	-	-	15,976	-
Total Congregate Nutrition	215,875	-	215,875	-	-	215,875	-
<b>Home-Delivered Meals</b>							
Federal Title IIIC2	70,479	-	70,479	-	-	70,479	-
General Fund C2	190,286	-	190,286	-	-	190,286	-
NSIP C2	32,415	-	32,415	-	-	32,415	-
Total Home Delivered Meals	293,180	-	293,180	-	-	293,180	-
<b>Disease Prevention</b>							
Federal Title IIID	2,582	-	2,582	-	-	2,582	-
Total Disease Prevention	2,582	-	2,582	-	-	2,582	-
<b>Family Caregiver</b>							
Federal Title IIIE	17,007	-	17,007	-	-	17,007	-
Total Title IIIE	17,007	-	17,007	-	-	17,007	-
<b>Elder Abuse</b>							
Federal Title VIIb	637	-	637	-	-	637	-
Total Elder Abuse	637	-	637	-	-	637	-
<b>Administration</b>							
Federal Title IIIB	19,197	-	19,197	-	-	19,197	-
Federal Title IIIC1	22,636	-	22,636	-	-	22,636	-
Federal Title IIIC2	11,278	-	11,278	-	-	11,278	-
Federal Title IIIE	7,932	-	7,932	-	-	7,932	-
General Fund C1	108	-	108	-	-	108	-
General Fund C2	29	-	29	-	-	29	-
Total Administration	61,180	-	61,180	-	-	61,180	-
<b>Grand Total - All Funds</b>	<b>750,878</b>	<b>-</b>	<b>750,878</b>	<b>-</b>	<b>-</b>	<b>750,878</b>	<b>-</b>

**Exhibit B - Budget Detail, Payment Provisions, and Closeout**

**AREA PLAN  
 Budget Display  
 Fiscal Year 2012/13  
 County of Inyo**

	Baseline	Cumulative Baseline Adjustments	Updated Baseline	Cumulative Transfers	Cumulative OTO	Updated Total	Net Change
<b>Funding Summary</b>							
Federal Funds	483,769	-	483,769	-	-	483,769	-
General Fund	248,871	-	248,871	-	-	248,871	-
SNF Quality & Accountability	16,997	-	16,997	-	-	16,997	-
Special Deposit	1,241	-	1,241	-	-	1,241	-
	750,878	-	750,878	-	-	750,878	-

**Comments:**

The maximum amount of Title III/VII Baseline expenditures allowable for the first quarter is:	108,845
The maximum amount of Title III E expenditures allowable for supplemental services is:	6,650
The maximum amount of Title III E expenditures allowable for Grandparents is:	3,325
The minimum General Fund to be expended for State Match in Title III is:	18,936

CFDA NUMBER	Title	Year	Award Number	Award Name
93.041	Title VII: Elder Abuse Prevention	2012	12AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.042	Title VII: Ombudsman	2012	12AACAT7SP	Older Americans Act Title VII-Allotments for Vulnerable Elder Rights Protection Activities
93.043	IIID: Preventive Health	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.044	IIIB: Supportive Services	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC1: Congregate Meals	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.045	IIIC2: Home-Delivered Meals	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.052	IIIE: NFCSP	2012	12AACAT3SP	Older Americans Act Title III-Grants for State & Community Programs on Aging
93.053	Nutrition Services Incentive Program	2012	12AACANSIP	Older Americans Act Section 311-Nutrition Services Incentive Program
		2013	13AACANSIP	

**Special Terms and Conditions - Exhibit D  
AREA PLAN – FY 2012-13**

**ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS**

**A. Definitions**

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, D, and E, and an approved Area Plan Budget, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.
3. "Contractor" means the Area Agency on Aging awarded funds under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.
4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

**B. Resolution of Language Conflicts**

The terms and conditions of this federal Award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Older American Act Amendments of 2006 (OAA as amended)
2. Other applicable Federal statutes and their implementing regulations
3. Older Californians Act
4. Title 22 CCR § 7000 et. seq.
5. Standard Agreement (Std. 213), all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference
7. Program memos and other guidance issued by the Department

**ARTICLE II. ASSURANCES**

**A. Law, Policy and Procedure, Licenses, and Certificates**

**ARTICLE II. ASSURANCES (Continued)**

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

**B. Subcontracts**

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

**C. Nondiscrimination**

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

**1. Equal Access to Federally Funded Benefits, Programs and Activities**

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC. Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin

**2. Equal Access to State-Funded Benefits, Programs and Activities**

The Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR 98323) (Chapter 182, Stats. 2006)

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

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**ARTICLE II. ASSURANCES (Continued)**

4. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement

**D. Standards of Work**

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

**E. Conflict of Interest**

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

**F. Covenant Against Contingent Fees**

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**G. Payroll Taxes and Deductions**

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old

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**ARTICLE II. ASSURANCES (Continued)**

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

**H. Facility Construction or Repair (This section only applies to Title III.)**

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
  - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3)
  - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5)
  - c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8)
  - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60)
2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the Department.
3. When funding is provided for construction and non-construction activities, the Contractor or subcontractor must obtain prior written approval from the State before making any fund or budget transfers between construction and non-construction.

**I. Contracts in Excess of \$100,000**

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857)
2. Clean Water Act, as amended (33 USC 1368)
3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

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**ARTICLE II. ASSURANCES (Continued)**

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738)
5. Public Contract Code Section 10295.3

**J. Debarment, Suspension, and Other Responsibility Matters**

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors: (45 CFR 92.35)
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification
  - d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default
2. The Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or subcontractor.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

ARTICLE II. ASSURANCES (Continued)

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.
2. These documents must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

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**ARTICLE II. ASSURANCES (Continued)**

**N. Lobbying Certification**

The Contractor, by signing this Agreement, hereby 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 Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement
2. If any funds other than 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 federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instruction.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

**ARTICLE III. AGREEMENT**

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

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**ARTICLE IV. COMMENCEMENT OF WORK**

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

**ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS**

- A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.
- B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.
- C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.
- F. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.
- G. The Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

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**ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS (Continued)**

- H. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.
- I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):
  - 1. The RFP or IFB
  - 2. All bid proposals received
  - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB guidance and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

**ARTICLE VI. RECORDS**

- A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding,

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**ARTICLE VI. RECORDS**

patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**ARTICLE VII. PROPERTY**

- A. Unless otherwise provided for in this Article, property refers to all assets, , used in operation of this Agreement.
  - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .
  - 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

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**ARTICLE VII. PROPERTY (Continued)**

- B. Property meeting all of the following criteria are subject to the reporting requirements:
1. Has a normal useful life of at least 1 year
  2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit)
  3. Is used to conduct business under this Agreement
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with CDA funds, and submit to the Department annually with the Closeout, in electronic form, a cumulative inventory of all property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the electronic version of the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

The Contractor shall record the following information when property is acquired:

1. Date acquired
2. Property description (include model number)
3. CDA tag number or other tag identifying it as CDA property
4. Serial number (if applicable)

ARTICLE VII. PROPERTY (Continued)

5. Cost or other basis of valuation
6. Fund source

Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the Department for all items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall e-mail to the Department the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.
  2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.
- G. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.

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**ARTICLE VII. PROPERTY (Continued)**

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
  - 1. Another Department program providing the same or similar service
  - 2. Another Department-funded program
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

**ARTICLE VIII. ACCESS**

The Contractor shall provide access to the federal or State agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

**ARTICLE IX. MONITORING AND EVALUATION**

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

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**ARTICLE IX. MONITORING AND EVALUATION (Continued)**

- C. The Contractor shall monitor contracts, subcontracts or grant agreements to ensure compliance with laws, regulations, and the provisions of contracts or grant agreements that may have a direct or material effect on each of its major programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the Department.

**ARTICLE X. AUDITS**

- A. The Contractors that expend \$500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

California Department of Aging  
Attention: Audit Branch  
1300 National Drive, Suite 200  
Sacramento, California 95834

The copy shall be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

- B. This section B applies only to Title III/VII.

The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall identify

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**ARTICLE X. AUDITS (Continued)**

the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration on Aging.

93.041	Special Programs for the Aging-Title VII, Chapter 3- Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-B)
93.042	Special Programs for the Aging-Title VII, Chapter 2- Long Term Care Ombudsman services for Older Individuals (Title VII-A)
93.043	Special Programs for the Aging-Title III, Part D- Disease Prevention and Health Promotion Services (Title III-D)
93.044	Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III-B)
93.045	Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

Cluster of programs means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other Clusters" are as defined by the OMB in the Compliance Supplement or as designated by a State for federal awards provided to its subrecipients that meet the definition of cluster of programs. When designating an "other cluster," a State shall identify the federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with §.400 (d) (1) and §.400 (d) (2), respectively. A cluster of programs shall be considered as one program for determining major programs, as described in §.520, and, with the exception of R&D as described in §.200(c), whether a program-specific audit may be elected. (Federal Office of Management and Budget, (OMB) Circular, A-133, Audits of States, Local Governments, and Non-Profit Organizations).

- C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for Department review.

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

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**ARTICLE X. AUDITS (Continued)**

Contract resolution includes:

1. Ensuring that a subcontractor expending \$500,000 or more in Federal Awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D
  2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action
  3. Reconciling expenditures reported to the Department to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments)
  4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents
  5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records
- D. The Contractor shall ensure that the subcontractor single audit reports meet OMB Circular A-133 requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
  2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.
  3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.

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**ARTICLE X. AUDITS (Continued)**

4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.
  5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.
- E. Requirements identified in D of this Article shall be included in contracts/agreements with the subcontractor. Further, the subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.
- F. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- G. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.
- H. The Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. The Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than \$500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection \_\_200(d). However, this does not prohibit the Contractor from charging Federal Awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.
- I. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

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**ARTICLE XI. INSURANCE**

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks
  2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement
  3. If applicable, or unless otherwise amended by future regulation, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - \$750,000 if seating capacity is under 8
    - \$1,500,000 if seating capacity is 8 – 15
    - \$5,000,000 if seating capacity is over 15
  4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
  2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

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**ARTICLE XI. INSURANCE (Continued)**

3. The Department shall be named as the certificate holder and the address must be listed on the certificate.
  
- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.
  
- E. The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
  
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement number, or letter of self-insurance, shall be submitted to the Department with this Agreement.
  
- G. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
  
- H. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

**ARTICLE XII. TERMINATION**

**A. Termination Without Cause**

The Department may terminate performance of work under this Agreement, in whole or in part, without cause, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of

**ARTICLE XII. TERMINATION**

the notice. The parties agree that if the termination of the contract is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

**B. Termination for Cause**

The Department may terminate, in whole or in part, for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination shall take effect immediately. The Contractor shall submit to the Department a Transition Plan as specified in Exhibit E. The grounds for termination for cause shall include but are not limited to the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately
2. A violation of the law or failure to comply with any condition of this Agreement
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement
4. Failure to comply with reporting requirements
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income

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**ARTICLE XII. TERMINATION (Continued)**

9. The commission of an act of bankruptcy
10. Finding of debarment or suspension
11. The Contractor's organizational structure has materially changed
12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions

**C. Contractor's Obligation After Notice of Termination**

After receipt of a Notice of Termination, and except as directed by the Department, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination
2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract
3. Terminate all subcontracts to the extent they relate to the work terminated
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause)

**D. Effective Date**

Termination of this Agreement, shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is 30 days and Termination without Cause is 90 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

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**ARTICLE XII. TERMINATION**

**E. Voluntary Termination of Area Plan Agreement**

Pursuant to Title 22, Section 7210 the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with the Department or upon 30 days written notice to the Department.

In case of voluntary termination, the Contractor shall allow the Department up to 180 days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

- F. In the event of a termination, the Department will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

**ARTICLE XIII. REMEDIES**

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

**ARTICLE XIV. DISSOLUTION OF ENTITY**

The Contractor shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

**ARTICLE XV. REVISIONS OR MODIFICATIONS**

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

**ARTICLE XVI. NOTICES**

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.

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**ARTICLE XVI. NOTICES (Continued)**

- B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the Contractor's letterhead.
- C. All other notices with the exception of those identified in Article VII. B shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

**ARTICLE XVII. DEPARTMENT CONTACT**

- A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY**

**A. Information Assets**

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 5310, GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services
- Information stored in any media form, paper or electronic

**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)**

**B. Encryption on Portable Computing Devices**

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, and portable hard drives).

**C. Disclosure**

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor shall not use the identifying information in paragraph 3 above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its subcontractor are authorized to disclose and access identifying information for this purpose as required by the Older Americans Act.
5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)**

**D. Training/Education**

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive, or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
3. All employees and volunteers who handle personal, sensitive, or confidential information relating to CDA's programs must participate in Security Awareness Training.

**E. Health Insurance Portability and Accountability Act (HIPAA)**

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

**F. Contractor Confidentiality Statement**

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

**ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (Continued)**

**G. Security Incident Reporting**

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

**H. Notification of Security Breach to Data Subjects**

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.
2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

**I. Software Maintenance**

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

**J. Electronic Backups**

The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business.

**K. Provisions of this Article**

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

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**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA**

**A. Copyrights**

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.
2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within 60 days of receipt of the request.
3. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data**

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the

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**ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)**

exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XIX and Article XX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.
4. Materials published or transferred by Contractor shall: (a) state "The materials or product were a result of a project funded by a contract with the California Department of Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. **General Assurances.** The Contractor shall assure that the following conditions are met:
1. Services are provided only to the defined Eligible Service Population.
  2. If the Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Contractor shall adhere to the program requirements and to 45 CFR Part 74, "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR Part 92.36, procurement for State and local governments, as applicable.
  3. The Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 92.36, "Procurement Standards."
  4. The Contractor assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
    - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed \$30,000
    - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000
    - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
  5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least 20 years after completion of that construction.
  6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

7. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. The Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA funds will be made available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The Contractor and/or subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA Title III, Part E, Section 373(d)
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its contractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA Title III, Part E, Section 373(b); and distinguished between "caregiver" and "grandparent" support services, as required for National Aging Programs Information Systems (NAPIS).
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "grandparent caregiver" [OAA Title III, Part E, Sections 373(a) and (b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E), Title VII services.
14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.) or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

Services Regional Centers, Department of Mental Health Caregiver Resource Centers and other Title III funded providers.

15. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements: [OAA Section 315(b)]:
  - a. Any Contractor for any Title III or Title VII services shall not use means tests
  - b. Any Title III or Title VII client that does not contribute toward the cost of the services received shall not be denied services
  - c. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive
  - d. Each service provider will:
    - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service
    - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
    - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution
    - (iv) Establish appropriate procedures to safeguard and account for all contributions
16. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by the CDA.
17. The Contractor shall comply with the OAA Section 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.
18. The Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

19. The Contractor shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
20. The Contractor shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, Division 1.8, Chapter 4, Article 2, Section 7547, the training shall consist of:
  - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises
  - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance
  - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities
21. The Contractor shall not require proof of age or citizenship as a condition of receiving services.
22. The Contractor shall develop a policy and procedure to ensure that SNP meals are only received by eligible individuals.
23. The Contractor shall annually assess the Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J)] [OAA §207(a)(3)]

B. Assurances Specific to the Ombudsman Program:

The Contractor shall assure the following:

1. Representatives of the Local Ombudsman Program and members of their immediate family shall be free of actual and perceived conflicts of interest and not stand to gain financially through the following:
  - a. Remuneration (in cash or in kind) received directly or indirectly under a compensation arrangement with a long-term care facility [OAA Section 712(f)]
  - b. An action or potential action brought on behalf of individuals the Program serves [OAA Section 712(a)(5)(C)(ii)]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

2. Representatives of the Local Ombudsman Program shall have access to long-term care facility residents and their medical and social records, with documentation of consent in accordance to section (3)(a), between the hours of 7:00 a.m. and 10:00 p.m. seven days a week. [OAA 712(b)(1); W&I 9722 and 9724; CCR 8020(a)] Authorization is required by the State Ombudsman for entry outside of these hours and for access to resident records when a legal guardian refuses to give permission and there is reason to believe the guardian is not acting in the best interests of the resident. [OAA 712(b)(1)(B)(ii); W&I 9724(c and d); CCR 8020(a)]
3. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA 712(h)(5)(B)]
4. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized pursuant to OAA 705(a)(6)(C); OAA 712(d)(2) and W&I 9725.
5. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or in a suit or other legal action threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA 712(h)(7); W&I 9717(c); Statewide Standards for Legal Assistance in California].
6. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program.
7. The Local Ombudsman Program Coordinator shall provide the Office of the State Long-Term Care Ombudsman (OSLTCO) with an organizational chart that includes:

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

- a. all local staff who are wholly or partly funded by Ombudsman Program resources
- b. their titles/roles within the Program
- c. the number of hours per week charged to the Local Ombudsman Program for each position

The Coordinator shall inform the OSLTCO of any staffing changes.

8. The Local Ombudsman Program Coordinator shall inform the OSLTCO of issues with local Ombudsman representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues.
  9. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records.  
[OAA 705(a)(6)(C), W&I 9725, W&I 25633(b)(2)(B)]
  10. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from the CDA.  
[OAA 712(C); W&I 9716].
- C. Assurances Specific to Legal Services Providers (LSPs) in accordance with OAA 731. The Contractor shall assure that the following conditions are met:
1. LSPs will coordinate with state-designated providers of Long-Term Care Ombudsman services by developing and executing a memorandum of understanding which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance
  2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate
  3. Where both legal and ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

4. LSPs may assist the state in providing legal representation to the ombudsman program when an ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the ombudsman
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, LTC ombudsman, HICAP, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points
7. LSPs are to coordinate legal assistance activities with the statewide Hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis
8. LSPs are to use the Uniform Reporting System developed by the CDA in December 2007 to collect data on legal services provided
9. Waiver of this section of the contract may be obtained from the CDA pursuant to Exhibit D, Article XV., of this Agreement entitled, Revisions, Waivers, or Modifications

**ARTICLE II. REPORTING PROVISIONS**

- A. The Contractor shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII B in accordance with CDA requirements [W&I Code 9102 (a)(5)].
- B. The Contractor shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.
  1. Quarterly, the Contractor shall submit data reports for Older Americans Act funded programs as follows:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Annually, the Contractor shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

3. For reports that will be submitted late, 10 calendar days prior to the report due date, the Contractor shall submit to the Data Team ([DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov)) a written explanation including the reasons for the delay and the estimated date of submission.
4. For web-based California Aging Report System (CARS) reports, the Contractor shall approve all data within 10 calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within 10 days, the Contractor will make a notation in the comments area of the CARS report and submit the data using the approved status button.

C. Reporting Requirements specific to Title III B, Title III C-1, Title III C-2, Title III D Title III E, and Title VII B services.

The Contractor shall submit program data reports electronically as follows:

1. Upload the National Aging Program Information System (NAPIS) State Program Report (SPR) to CARS at <https://ca.getcare.com>.
2. Submit the California Legal Services (Title III B) Report (CDA 1022) via email to [DataTeam.Reports@aging.ca.gov](mailto:DataTeam.Reports@aging.ca.gov).
3. Submit performance data reports quarterly.
4. Submit NAPIS SPR reports annually.

D. The Contractor shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report and Annual Performance Data Verification of State Form, in accordance with CDA requirements.

1. The Contractor shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.

ARTICLE II. REPORTING PROVISIONS (Continued)

- a. The Contractor shall correct all logic errors identified in the Annual Data Error Report.
  - b. The Contractor shall correct and/or explain all questionable errors identified in the Annual Data Error Report.
  - c. The Contractor shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via e-mail to DataTeam.Reports@aging.ca.gov.
  - d. The Annual Data Error Reports are due to CDA by a date specified by the Department which can vary from year to year.
2. The Contractor shall verify all quarterly and annual NAPIS SPR and CDA 1022 data for accuracy in accordance with CDA requirements.
- a. The Contractor shall review all NAPIS SPR and CDA 1022 data for accuracy and make necessary corrections.
  - b. As a result of the verification process, the Contractor shall complete the Annual Performance Data Verification form indicating corrections submitted. The AAA Director shall review and approve all corrections.
  - c. The AAA Director shall complete and initial the Annual Performance Data Verification form.
  - d. The Contractor shall return the completed Annual Performance Verification form to CDA via e-mail to DataTeam.Reports@aging.ca.gov (electronic signatures accepted).

E. Reporting Provisions Specific to the Ombudsman Program

The Contractor shall take the following actions, or shall require its subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the OmbudsManager or other software provided by CDA as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter, i.e., October 31, January 31, April 30, and July 31, with copies of the aggregate data sent to the corresponding AAA.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly OmbudsManager Reporting Form, (OSLTCO S301) indicating that data for the quarter has been completed or the reason for any delay, to the Ombudsman Program mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) with a copy to the AAA.
- F. The Contractor shall have written reporting procedures specific to each program which include:
1. Collection and reporting of program data for the Contractor and subcontractor
  2. Ensuring accuracy of all data from the Contractor and subcontractor
  3. Verification of Contractor and subcontractor data prior to submission to the CDA Data Team
  4. Procedures for the Contractor and subcontractor on correcting data errors
  5. A methodology for calculating and reporting:
    - a) total estimated unduplicated clients in each non-registered service
    - b) total estimated unduplicated clients in all non-registered services
    - c) total estimated unduplicated clients across all registered and non-registered services; and
  6. Performance data monitoring process
- G. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
- H. Reporting Provisions Specific to Title VII B: Elder Abuse Prevention
1. The Contractor shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037), as specified on the form, to the State Ombudsman mailbox ([stateomb@aging.ca.gov](mailto:stateomb@aging.ca.gov)) on the following reporting due dates:

ARTICLE II. REPORTING PROVISIONS (Continued)

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1- December 31	January 31
Quarter 3	January 1- March 31	April 30
Quarter 4	April 1 – June 30	July 31

2. The Contractor shall also enter the quarterly aggregate number of "Elder Abuse Prevention, Education and Training Sessions" and "Elder Abuse Prevention Educational Materials" into CARS on a quarterly basis.
3. The Contractor shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

ARTICLE III. APPEAL PROCESS

- A. The Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within 30 days of CDA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, Sections 7700 through 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code Section 9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

- A. The Contractor shall submit a transition plan to the State within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
  1. Description of how clients will be notified about the change in their service provider

ARTICLE IV. TRANSITION PLAN (Continued)

2. A plan to communicate with other organizations that can assist in locating alternative services
  3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals
  4. A plan to evaluate clients in order to assure appropriate placement
  5. A plan to transfer any confidential medical and client records to a new contractor
  6. A plan to dispose of confidential records in accordance with applicable laws and regulations
  7. A plan for adequate staff to provide continued care through the term of the contract [Title 22, Section 7206(e)(4)]
  8. A full inventory and plan to dispose or, transfer, or return to the State all equipment purchased during the entire operation of the contract
  9. Additional information as necessary to effect a safe transition of clients to other community service providers
- B. The Contractor shall implement the transition plan as approved by the State. The State will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by Article XII of Exhibit D of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM

- A. Transition of Local Ombudsman Services
1. The Contractor shall, upon notice of termination of Ombudsman services, do the following:
    - a. If Ombudsman services are subcontracted, notify CDA in writing within three working days of a subcontractor's intent to terminate its contract to provide Ombudsman services



**ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN PROGRAM (Continued)**

- a. Continue the mandated Ombudsman provisions as a direct service of the Contractor, utilizing experienced State Certified Ombudsman Representatives and a Local Program Coordinator selected by the Contractor and designated by the State Ombudsman to represent the Local Ombudsman Program
  - b. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to a Request for Proposals requiring the utilization of experienced State Certified Ombudsman Representatives, and designated by the State Ombudsman to carry out Ombudsman duties with respect to the planning or service area
3. The Transition Plan shall at a minimum include the following:
- a. Details of how the Contractor shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program
  - b. Details of how the Contractor shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services
  - c. Details of how the Contractor shall deliver to the subsequent Local Ombudsman Program of a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training
  - d. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients records at the point of transfer to ensure timely continuation of Ombudsman services
  - e. A description of how residents and their families will be notified about the changes in their Ombudsman services provider
- C. The Contractor shall implement the transition plan as approved by the OSLTCO. The OSLTCO will monitor the Contractor's progress in carrying out all elements of the Transition Plan.

ARTICLE V. OBLIGATIONS UPON TERMINATION SPECIFIC TO THE OMBUDSMAN  
PROGRAM (Continued)

- D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by the OSLTCO to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating subcontractor or from a neighboring Local Ombudsman Program.

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

<b>CERTIFICATION</b>	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.	
<b>CONTRACTOR/VENDOR NAME:</b>	<b>CONTRACT NUMBER:</b>
<b>AUTHORIZED SIGNATURE:</b>	<b>PRINTED NAME AND TITLE OF PERSON SIGNING:</b>
<p><b>In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:</b></p> <ul style="list-style-type: none"><li>• confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.</li><li>• all access codes which allow access to confidential information will be properly safeguarded.</li><li>• activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.</li><li>• any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.</li><li>• any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.</li><li>• obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.</li><li>• all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at <a href="http://www.aging.ca.gov">www.aging.ca.gov</a>, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.</li><li>• all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.</li><li>• CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.</li></ul>	

**CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT**

CDA 1024 (REV 1/07)

- I agree to protect the following types of confidential information which include but not limited to:
  - Social Security number
  - Medical information
  - Claimant and employer information
  - Driver License information
  - Information about individuals that relate to their personal life or identifies or describes an individual
  - Other agencies' confidential and proprietary information
  - Criteria used for initiating audit selection
  - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
  - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.
  
- I agree to protect confidential information by:
  - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
  - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
  - Securing confidential information in approved locations
  - Never removing confidential information from the work site without authorization.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only <b>AGENDA NUMBER</b>  18
--

- Consent Hearing  
 Scheduled Time for  
 Departmental  
 Closed Session  
 Correspondence Action  
 Informational  
 Public

**FROM:** HEALTH & HUMAN SERVICES – ESAAA

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Appointment of ESAAA Advisory Council members

**DEPARTMENTAL RECOMMENDATION:**

Request Board appoint the below IMAAA (Inyo Mono Area Agency on Aging) existing Advisory Council members who have participated during the previous nine (9) months of transition planning, to the new ESAAA (Eastern Sierra Area Agency on Aging) Advisory Council pending adoption of ESAAA Advisory Council by-laws prior to the end of 2012; those existing members are:

Roger Rasche, Chairperson  
Selma Calnan, Vice-Chairperson  
Rachel Lober  
Yvonne Deming  
Jennifer Duncan  
Evelyn Mae Nikolaus  
Jim Ellis

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

An Area Agency on Aging (AAA) is required by statute to have an Advisory Council. The purpose of such Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be "a principal advocate body on behalf of older individuals within a planning and service area," and "shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals." Effective July 1, 2012, when your Board assumes authority as the governing body over AAA in the Inyo-Mono region defined as Planning and Service Area (PSA) 16, we will need to have an Advisory Council to join staff in making recommendations to Board on issues affecting service provision. The members of the existing IMAAA Advisory Council have volunteered much time through the recent years of challenging issues and the transition of the governance structure. They are informed as to the issues, committed to services for seniors, and would be able to serve immediately on the new ESAAA Advisory Council. Given the immediate need to adopt a Four-Year Plan for services and funding, this is a critical time to ensure Advisory Council participation.

The Department recommends that Board allow by-laws for the new Advisory Council to be brought before you for approval within the next six months, outlining the future process for selection and terms of members, and operations of the Advisory Council. Today's recommendation of appointing existing members allows for uninterrupted participation of an Advisory Council, pending approval of by-laws in the future.

**ALTERNATIVES:**

Your Board could choose to advertise first for new Advisory Council members, further delaying the already delayed process of making important policy decisions about levels of service and funding to be provided throughout the region.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging, County of Mono

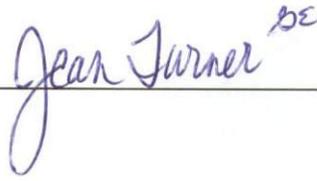
**FINANCING:**

No funding involved in this request.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>6/15/2012</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 <sup>DE</sup>

Date: 6/18/12



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

- Consent     Departmental     Correspondence Action     Public Hearing  
 Schedule time for     Closed Session     Informational

For Clerk's Use Only:
AGENDA NUMBER <i>19</i>

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 26, 2012

SUBJECT: Ratify a contract for engineering services with Eastern Sierra Engineering of Reno, Nevada (ESE).

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request your board approve a budget amendment for fiscal year 2011/2012 increasing estimated revenue in the State Funded Road Budget #034601 object code Federal Grants (4555) by \$31,780.00, and increase appropriations in object code Sabrina Bridge (5711) by \$31,780.00
2. Request your board ratify the contract (Inyo County Standard Contract No. 156) between the County of Inyo and ESE for engineering services in an amount not to exceed \$31,780.00 for the period of June 15, 2012 through June 15, 2015;
3. Authorize the chairperson to execute the contract, contingent upon approval of the budget amendment described above; contingent upon obtaining appropriate signatures; and contingent upon adoption of the fiscal year 2012/2013 budget, *and future budgets.*

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** The Public Works Department recently advertised for Statements of Qualifications from interested consultants to provide engineering services, including pavement investigation and materials testing services, for various Public Works projects on an as-needed basis. These projects are primarily state and federally funded road projects, but services may also be requested for other County-funded projects. The term of the initial contract is for three years with the option to provide services for two additional one-year terms, subject to the conditions in the County's Standard Contract No. 156. The initial scope of work for this contract will be for materials testing services for the Sabrina Road Bridge Replacement Project. ESE may also be requested to provide pavement investigation services for the Independence Town Road Rehabilitation Project, and general engineering services for the Sunland Drive Bicycle Lanes and South Bishop Resurfacing Projects, which will be incorporated by amendment to the contract. Additional engineering services required by the Public Works Department will also be incorporated by amendment to the contract.

At the June 12, 2012 meeting of the Board of Supervisors, the board approved award of the contract for the Sabrina Road Bridge Replacement Project to Q&D Construction of Sparks, Nevada (Q&D). The new bridge will consist of a 3.5-foot deep cast-in-place, prestressed concrete box girder bridge with a width of 32.5 feet and a span of 88 feet founded on cast-in-place concrete abutments. Approximately 200 feet of roadway on each approach to the bridge will be realigned to improve sight distance and safety. A pavement section consisting of a 6-inch thickness of Class 2 aggregate base and a 4-inch thickness of Type A hot-mix asphalt will be installed on the realigned roadway. Construction is anticipated to begin on June 25, 2012, and will have a construction contract time of 105 working days (approximately five months). The project is federally funded by the Highway Bridge Program (HBP).

As with all state and federally funded highway projects, materials acceptance testing and inspection is required to control the quality of the materials incorporated into the work and ensure compliance with the project specifications. Materials testing for the Sabrina Road Bridge Replacement Project will include, at a minimum, concrete slump and cylinder testing; verification of Portland cement concrete mix designs; compaction testing of Class 2 aggregate base, subgrade, and other soil materials; and hot mix asphalt testing and mix design verification. This testing is fully reimbursable by the HBP as valid construction engineering costs. Based on the scope of work included in the contract, ESE's cost to provide testing

services is estimated at approximately \$31,780, which is paid on a time-and-materials basis. Therefore, the Public Works Department requests that the board ratify the contract with ESE in the amount of \$31,780.

To ensure that construction is completed before winter weather forces a shut-down, the contractor plans to start work on June 25, 2012, and requested that the preconstruction meeting be held on June 15, 2012. Because ESE's attendance at the preconstruction meeting was essential, the Public Works Department requests that the board ratify the contract so that ESE can be paid for attending the meeting.

**ALTERNATIVES:** The Board could choose not to ratify the contract for materials testing. This is not recommended because the Public Works Department does not have the equipment or certified personnel needed to perform materials testing. If the Board elected not to ratify the contract, the Public Works Department would need to identify another consultant to perform materials testing, which would result in delays and adverse impacts to the project. Any delays the county causes to the contractor's progress may potentially result in additional costs for right-of-way delay. Additionally, if testing is not performed, any and all costs incurred for engineering and construction of the project may not be eligible for HBP reimbursement.

**OTHER AGENCY INVOLVEMENT:**

The auditor's office to make payments to the contractor after the contract is awarded;  
County counsel to review and approve the contract;  
Caltrans to reimburse the county for project costs as described below.

**FINANCING:** The project is funded by the Highway Bridge Program (HBP), which will reimburse the county for 100 percent of the construction and construction engineering costs of the project. It was originally anticipated that Prop 1B LS&R funds would also be needed to fund the match for construction. However, the project is eligible for Toll Credits, which will fund the match for the construction phase of the project. Section 1044 of the Intermodal Surface Transportation Efficiency Act permits states to apply the value of certain highway expenditures funded with toll revenues toward the required state match on current federal-aid projects. The HBP will reimburse the county for 88.53 percent of the construction and construction engineering costs of the project and the Toll Credits Program will pay the remaining 11.47 percent match.

The cost of construction will be paid through budget unit 034601, State Funded Roads, object code 5711, Sabrina Bridge. The costs for the Sabrina Bridge Replacement Project, including construction engineering and materials testing, are 100 percent eligible for reimbursement by the HBP. The HBP procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and reimbursed with HBP and Toll Credits funds.

Although the department is requesting budget amendment for this contract, only the costs of attending the preconstruction meeting will be incurred during fiscal year 2011/2012. The majority of the costs will be incurred during fiscal year 2012/2013 and will be included in the Department Requested Budget for 2012/2013.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>Yes</u>	Date: <u>6/19/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>Yes</u>	Date: <u>6/21/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>N/A</u>	Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) Paul Hancock FOR Date: 6-21-12  
Doug Wilson

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Eastern Sierra Engineering, Inc.  
FOR THE PROVISION OF Engineering SERVICES**

**TERM:**

**FROM:** June 15, 2012                      **TO:** June 15, 2015

**SCOPE OF WORK:**

The scope of work required for material testing services for the Sabrina Road Bridge Replacement Project is described in Eastern Sierra Engineering's (ESE's) proposal entitled *Material Testing Services, Sabrina Road Bridge Replacement Project*, dated June 12, 2012, which is included in this attachment.



**EASTERN  
SIERRA  
ENGINEERING**

CIVIL ENGINEERING & CONSTRUCTION SERVICES

June 12, 2012

12.1.22

Lynn Flanigan, P.E.  
Senior Engineer  
Inyo County Public Works Department  
P.O. Box Q  
Independence, CA 93526

**Material Testing Services  
Sabrina Road Bridge Replacement Project**

Dear Lynn,

Eastern Sierra Engineering (ESE) is pleased to provide this proposal for Materials Testing Services for work associated with the Sabrina Road Bridge Placement project located near Aspendell, California. This proposal is based on the project bid documents prepared by Quincy Engineering for Inyo County dated February 16, 2012.

ESE anticipates the following services will be required for this project:

- The Bid Documents indicate a contact period of 105 working days. We have assumed we will provide materials testing services on an as needed basis and our material tester will be required on-site for 35 working days. We have assumed the contractor will only work 8 hours per day 5 days per week. Technician time over 8 hours per day will be charged at an overtime rate of 1.5 times the regular rate. The actual manpower estimates could be higher or lower than presented as they are directly influenced by project scheduling, workmanship and material quality, weather and other factors out of our direct control. It is however our best estimate based upon our past experience and information available to us at this time.
- Obtain samples of materials to verify conformance to the project specifications, and to establish laboratory values for optimum moisture and maximum density for soils, aggregates, and other material requiring density testing.

**RENO**  
4515 Towne Drive, Suite A  
Reno, NV 89521  
(775) 828-7220 fax (775) 828-7221

**MINDEN**  
1645 Esmeralda Avenue  
Minden, NV 89423-4203  
(775) 782-3277 fax (775) 782-3226

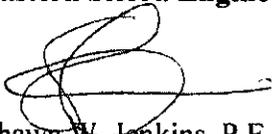
**MAMMOTH LAKES**  
PO Box 3207  
Mammoth Lakes CA, 93546  
(760) 924-8164

- Sample and test the Asphalt Concrete during placement in accordance with the new Section 39 Specifications for "Method" HMA construction process.
- Sample and test Portland Cement Concrete during placement.

Fees for ESE's services would be provided on a time and expense basis utilizing the rates shown in the attached Estimate Cost Summary. With the scope outlined above we estimate the fees for our services to be \$31,780. The attached Estimated Cost Summary presents a breakdown of our estimate. The actual costs could be higher or lower than presented as they are directly influenced by project scheduling, workmanship and material quality, weather and other factors out of our direct control.

We trust this is the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 if you have any questions or require additional information.

Sincerely,  
**Eastern Sierra Engineering, P.C.**



Shawn W. Jenkins, P.E.  
Principal Engineer

Attachments: Estimated Cost Summary

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Eastern Sierra Engineering, Inc.  
FOR THE PROVISION OF Engineering SERVICES**

**TERM:**

**FROM:** June 15, 2012                      **TO:** June 15, 2015

**SCHEDULE OF FEES:**

The fees for the scope of work described in Attachment A shall be the rates shown in the table *Revised Estimated Cost Summary – Materials Testing, Sabrina Road Bridge Replacement Project* included in ESE's proposal entitled *Material Testing Services, Sabrina Road Bridge Replacement Project*, dated June 12, 2012, which is included in this attachment.

**Estimated Cost Summary – Materials Testing  
Sabrina Road Bridge Replacement Project**

<b>Item</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Rate</b>	<b>Total</b>
1	Supervision	Hours	20	\$ 130.00	\$ 2,600.00
2	Field Technician	Hours	280	\$ 95.00	\$ 26,600.00
3	Max. Density	Each	4	\$ 165.00	\$ 660.00
4	Sieve Analysis	Each	2	\$ 80.00	\$ 160.00
5	Sand Equivalent	Each	2	\$ 75.00	\$ 150.00
6	Asphalt binder content	Each	1	\$ 100.00	\$ 100.00
7	HMA Moisture Content	Each	1	\$20.00	\$ 20.00
8	Theoretical Specific Gravity	Each	2	\$ 90.00	\$ 180.00
9	AC Stability	Each	1	\$ 225.00	\$ 225.00
10	Crushed Particles – Coarse	Each	1	\$ 80.00	\$ 80.00
11	Crushed Particles- Fine	Each	1	\$ 80.00	\$ 80.00
12	LA Rattler	Each	2	\$ 130.00	\$ 260.00
13	Fine Aggregate Angularity	Each	1	\$ 50.00	\$ 50.00
14	Flat and Elongated Particles	Each	1	\$ 100.00	\$ 100.00
15	Unit Weight/Density of Cores	Each	3	\$25.00	\$ 75.00
16	Cleanness Value	Each	1	\$140.00	\$ 140.00
17	Concrete Cylinders	Each	12	\$25.00	\$ 300.00
<b>Estimated Total</b>					<b>\$ 31,780.00</b>

Technician over-time shall be charged at a rate of \$142.50 per hour

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Eastern Sierra Engineering, Inc.  
FOR THE PROVISION OF Engineering SERVICES**

**TERM:**

**FROM: June 15, 2012 TO: June 15, 2015**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Travel and per diem payment does not apply to this contract.

ATTACHMENT F

AND Eastern Sierra Engineering  
FOR THE PROVISION OF Engineering SERVICES

TERM:

FROM: June 15, 2012 TO: June 15, 2015

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read:  

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Contractor, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the contractor, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the contractor. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

6. **Contractor's Endorsement on PS&E/Other Data.** The contractor's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Contractors must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The contractor shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The contractor shall comply with OSHA regulations applicable to the contractor regarding necessary safety equipment or procedures. The Contractor shall comply with safety instructions issued by the county's project manager and other county representatives. Contractor personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

- Consent     Departmental     Correspondence Action     Public Hearing  
 Schedule time for     Closed Session     Informational

For Clerk's Use  
 Only:  
**AGENDA NUMBER**  
 20

FROM: Public Works Department  
 FOR THE BOARD MEETING OF: June 26, 2012  
 SUBJECT: Approve Amendment #5 extending the contract term and amount with Owenyo Services for the operation and maintenance of the Independence, Lone Pine, and Laws Town Water Systems.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Approve Amendment #5 to the current Standard Contract #116 with Owenyo Services for the operation and maintenance of the Independence, Laws, and Lone Pine town water systems, extending the term through August 31, 2012; and increasing the total contract amount not to exceed \$1,673,122.56; and
2. Authorize the Chairperson to sign the Amendment to the Contract contingent upon the appropriate signatures being obtained.  
*CONTINGENT UPON ADOPTION OF 2012-2013 BUDGET, HP 6/20/12*

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** As your Board is aware, Owenyo Services was first awarded the contract for the operations and maintenance of the Independence, Laws and Lone Pine water distribution systems on June 15, 1999. The Contract has been extended several times for various reasons. Their current contract is set to expire June 30, 2012. On December 13, 2011, your Board granted Amendment #4, extending the Contract an additional 6 months through June 30, 2012 at the same rate they were currently charging.

The Public Works Department prepared and circulated the Request for Proposals for the operations and maintenance of the three town water systems. Public Works is currently reviewing the proposals received. We are requesting to amend the current contract to run through August 30, 2012 to provide additional time for review of the proposals. In the interim, Owenyo Services has agreed to continue operations and maintenance of the systems for an additional 2 months at the same monthly cost as the existing contract (\$26,985.83 per month).

**ALTERNATIVES:** The Board could deny the amendment to this contract and direct the Public Works Department to operate and maintain the systems using their own forces; however, this is not recommended as Public Works does not have sufficient staffing to accomplish this.

**OTHER AGENCY INVOLVEMENT:**

- (1) County counsel
- (2) Auditor's office

**FINANCING:** Financing for this contract is obtained through water user fees established by Inyo County Ordinance 1008, and is included in the Board approved 2011-2012 budgeted in the Independence, Laws and Lone Pine water system budgets (152101, 152301, 152201), object code 5265, Professional & Special Services.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Council prior to submission to the board clerk.)	Approved: <u>ngs</u>	Date: <u>6/19/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>Joe</u>	Date: <u>6/30/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date: _____

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received) [Signature] Date: 6-20-12

**AMENDMENT NUMBER -5- TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Owenyo Services**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Owenyo Services, of Lone Pine, CA  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated June 26, 2007, on County of Inyo Standard  
Contract No. 116, for the term from July 1, 2007 to June 30, 2010.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

Amend Section 2, TERM, to read as follows:

2. TERM

The term of the agreement shall be from July 1, 2007 to August 31, 2012 unless sooner terminated as provided below.

Amend Section 3, CONSIDERATION, D. to read as follows:

3. D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to contractor for services and work performed under this Agreement shall not exceed One Million, Six Hundred Seventy Three Thousand, One Hundred Twenty-Two and 56/100 dollars (\$1,673,122.56) hereinafter referred to as "contract limit". County expressly reserves the right to deny any payment or reimbursement requested by contractor for services or work performed which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is June 26, 2012.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER -5- TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Owenyo Services  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

Signature

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

21

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Authorizing Amendment to Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to November 30, 2012.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board authorize the County Administrator to execute an amendment to the Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises extending the Phase 1 Expiration Date to November 30, 2012 contingent on all appropriate signatures being obtained.

**SUMMARY DISCUSSION:**

On September 6, 2011, your Board authorized the Chair to sign an Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises. The Agreement requires Inyo County to negotiate only with Joseph Enterprises for the development of its consolidated office space project as long as the Agreement remains in effect. Similarly, Joseph Enterprises is prohibited from negotiating with any party, other than Inyo County, for the use of its Wye Road parcel. As a demonstration of good faith, the Agreement required Joseph Enterprises to make a \$10,000 deposit with the County that is refundable at the conclusion of negotiations; either by the County approving the resulting documents, or at the request of Joseph Enterprises after the Exclusive Negotiations Agreement has expired. The Agreement also specifies the phasing and timing of deliverables the negotiations are expected to produce:

**Phase IA Term Sheet Agreement.** The County and Joseph Enterprises will negotiate key terms of the anticipated Option, Lease and Land Transaction documents that will be summarized in a non-binding, proposed Term Sheet. The Term Sheet will be subject to final approval by the Board of Supervisors acting in public, in open session.

**Phase 1B Design Review.** Joseph Enterprises will develop a space plan at its sole expense, but in consultation with the County. This space plan is anticipated to identify the specific departments and staff positions that will be located in the consolidated offices, and their associated space needs. The space plan will be used to update architectural planning and produce a more detailed conceptual design. The resulting Concept Plans will be submitted to the Board of Supervisors for approval in open session, in its capacity as prospective tenants only.

The Agreement originally allocated 60-days to complete Phase 1 A&B, with an option to extend the Phase 1 Expiration Date by another 45-days if the County Administrator determined that the negotiations were proceeding in a reasonable manner.

Phase 1 will consist of sixty (60) days, commencing on the date this Agreement is signed on behalf of the County (the "Phase 1 Effective Date"), and continuing in full force and effect until the sixtieth (60th) day thereafter (the "Phase 1 Expiration Date"). The Phase 1 Expiration Date may be extended for up to forty-five (45) additional days (commencing on the Phase 1 Expiration Date) upon approval in writing by the County CAO, provided that Developer continues to diligently perform its obligations hereunder in a timely manner. If at the Phase 1 Expiration Date or the expiration of any extension thereof, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

The Agreement was signed on behalf of the County on September 6, 2011. On November 3, 2011, the County Administrator extended the Phase 1 Expiration Date by 45-days, from November 4, 2011, to December 19, 2011, recognizing that the Developer continued to perform its obligations under the Agreement in a timely manner, however, vacations and holidays and scheduling conflicts delayed the ability of the Developer, County staff, and the County's real estate consultant, Allan D. Kotin & Associates, from being able to finalize a Term Sheet Agreement for Consideration by your Board. The Parties attempted to meet the week of December 12<sup>th</sup> for purposes of finalizing a non-binding Term Sheet, however, scheduling difficulties between representatives of the parties pushed that meeting date back to the first week in January. As a result, on December 19, 2011, your Board considered and approved an amendment to the Exclusive Negotiation Agreement extending the Phase 1 Expiration Date to February 28, 2012.

On February 28, 2012, your Board approved a second amendment to the ENA to again extend the Phase 1 Expiration Date, to June 30, 2012, to allow completion of the non-binding Phase 1A Term Sheet, and Concept Plans identified for Phase 1B. The non-binding, proposed Term Sheet was subsequently presented to and approved by your Board on March 13, 2012.

Like the Term Sheet, the Concept Plans (identified as part of Phase 1B) must be approved by the Board of Supervisors acting in open session, and your Board's approval of the Concept Plans will be non-binding on the County. (As noted above, if the Term Sheet or Concept Plans are not approved by your Board, in your Board's sole determination, in the specified timeframe, the Exclusive Negotiation Agreement will automatically terminate.)

Representatives from the architectural firm of Ware Malcomb, representing the Developer, toured the County's existing office space in Bishop and met with County departments with offices in Bishop on April 19<sup>th</sup> and 20<sup>th</sup>. Prior to the meetings, Ware Malcomb provided the departments with a Facility Program Questionnaire to complete and articles regarding office trends to review. This process has resulted in the development of a draft Space Program for the Consolidated Building.

Department staffs are being asked to review and comment on the draft Space Program and, for Non-General Fund or categorically funded departments, analyze their respective allocations of space relative to current and future rent-paying capacity. This process is expected to be completed in the next few weeks. However, this and the other recommended components of the (Phase 1B) Concept Plan development and non-binding approval process, described below, will not be completed by the current Phase 1 Expiration Date of June 30, 2012. Your Board is therefore being requested to consider this amendment of the ENA to extend the Phase Expiration Date.

Upon completion of the departmental reviews and rent analyses, department heads will be given a chance to confer with the developer and architects to ask questions and address any outstanding concerns regarding the draft Space Program. Afterwards, the fiscal analysis for the project presented to your Board in March is expected to be updated, in part to refine the identification of long term rent funding streams based on departmental input and projected space allocations.

Next, the draft Concept Plans and updated fiscal analysis for the project will be presented to your Board in a workshop setting; hopefully on July 19<sup>th</sup>. Following the workshop, the Concept Plans and fiscal analysis will be shared in community meetings proposed to be hosted by your Board during evenings or weekends in Independence, Big Pine, Bishop and Lone Pine. Assuming the Concept Plan workshop occurs on July 19<sup>th</sup>, staff will be checking the respective calendars of Board members in an effort to schedule these community meetings later in July or August. Once the community meetings have concluded, the Concept Plan will be presented to your Board for consideration of non-binding approval.

Only if your Board approves the non-binding Concept Plans will the County and Joseph Enterprises draft any Option, Lease and Land Transaction documents resulting from the approved Term Sheet and Concept Plans. This is identified as Phase 2 – Preparation of Final Documents – in the Exclusive Negotiation Agreement, and will need to be completed within 60-days from the date of approval of the Concept Plans, and may be extended by the CAO for up to 45 additional days. The Final Documents will need to be approved by your Board in public, in open session, and only upon your Board's approval of these documents will the County be bound to the project.

**ALTERNATIVES:**

Your Board could choose to take no action and/or not execute the amendment to Exclusive Negotiation Agreement with Joseph Enterprises, however, this will terminate the consolidated building project development process. Your Board could also choose to propose amending the Agreement to specify a Phase 1 Expiration Date different from the November 30, 2012, date being recommended.

**OTHER AGENCY INVOLVEMENT:**

Primary assistance in this process has been, and will be provided by the Inyo County Office of the County Counsel, and the Inyo County Public Works Department.

**FINANCING:**

Outside of additional staff time and associated consulting expense, there is no cost or binding obligation to the County associated with amending the Exclusive Negotiation Agreement with Joseph Enterprises.

As indicated above, there will be additional public discussion and actions required of your Board in advance of making any decision that is financially binding upon the County.



**AMENDMENT NUMBER 3 TO  
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN  
THE COUNTY OF INYO AND JOSEPH ENTERPRISES  
FOR CONSTRUCTION AND LEASING OF  
INYO COUNTY CONSOLIDATED OFFICE BUILDING**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Joseph Enterprises (hereinafter referred to as "Developer"), have entered into an Exclusive Negotiation Agreement for the construction and leasing of an Inyo County Consolidated Office Building in Bishop dated September 6, 2011 (Extended to June 30, 2012 by Amendment #2)

WHEREAS, the County and Developer do desire and consent to amend such Agreement as set forth below.

WHEREAS, such Agreement provides that the Agreement may be amended with an extension period, by the mutual consent of the parties thereto, if such, amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Developer hereby amend such Agreement as follows:

Section 3.1.1 (Term of Agreement) of the Agreement is amended to read in its entirety as follows:

Phase 1 will continue until November 30, 2012 which is the Phase I Expiration Date. If by the Phase 1 Expiration Date, Developer has not signed and submitted a Proposed Term Sheet and Concept Plan approved by the Board (in the Board's sole determination), this Agreement shall automatically terminate, and the County and Developer agree that they shall have no further rights or obligations under this Agreement.

**AMENDMENT NUMBER 3 TO  
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN  
THE COUNTY OF INYO AND JOSEPH ENTERPRISES  
FOR CONSTRUCTION AND LEASING OF  
INYO COUNTY CONSOLIDATED OFFICE BUILDING**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_ DAY OF \_\_\_\_\_.

COUNTY OF INYO

DEVELOPER

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

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

Signature

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

\_\_\_\_\_

Type or Print

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

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

\_\_\_\_\_  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

\_\_\_\_\_  
Director of Personnel Services

**APPROVED AS TO RISK ASSESSMENT:**

\_\_\_\_\_  
County Risk Manager



**AGENDA REQUEST FORM**  
 BOARD OF SUPERVISORS  
 COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
 22

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** CLERK OF THE BOARD  
 By: Patricia Gunsolley, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Approval of Minutes

**DEPARTMENTAL RECOMMENDATION:** - Request Board approve the minutes of the Board of Supervisors Meeting of June 12, 2012.

**SUMMARY DISCUSSION:** - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** - Staff awaits your Board's changes and/or corrections.

**OTHER AGENCY INVOLVEMENT:** - n/a

**FINANCING:** n/a

**APPROVALS**

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i>  Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) \_\_\_\_\_ Date: \_\_\_\_\_  
 (The Original plus 20 copies of this document are required)



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

25

Consent Hearing  
 Scheduled Time for  
 Departmental  
 Closed Session  
 Correspondence Action  
 Informational  
 Public

**FROM:** HEALTH & HUMAN SERVICES – ESAAA

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Provide Direction to Staff for Minimum Funding Percentages and Subcontract Amounts

**DEPARTMENTAL RECOMMENDATION:**

Request Board (1) set the minimal percentages of applicable Title IIIB funding (totaling \$107,406 for the Inyo-Mono region), per California Code of Regulations (CCR), Title 22, Article 3, Section 7312, for what adequate portion of those federal funds will be used annually, throughout the four year plan period, to provide Access, In-Home Services, and Legal Assistance in the Planning and Service Area of Inyo and Mono Counties; based on utilization trends and needs assessments completed by local seniors, those recommended minimal percentages are 50% for Access, 5 % for In-Home Services, and 10% for Legal Assistance; (2) provide direction to staff about a maximum contract amount to include in a Request for Proposals for Legal Assistance, and in a contract for Lifeline assistance; and (3) provide policy direction to staff about funding levels within service categories either within the region, or within each of Mono and Inyo Counties.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

With County of Inyo newly designated as the Area Agency on Aging for the Inyo-Mono region, staff must now prepare budgets both for your County budget hearings and for the California Department of Aging as part of the required Four-Year Plan. To do so, staff first must know your Board's policy decision on the setting of minimum funding in federally required areas, and how much of the available \$107,406 you wish to be available for contracted out services.

Regarding the mandate to set minimal percentages of federal IIIB funds in the required three services areas, it is important to note the federal definitions of those services:

**Access** includes Case Management, Assisted Transportation, Transportation, Information and Assistance and Outreach

**In-Home Services** include Personal Care, Homemaker and Home Health aides, Chore, In-Home Respite, Daycare as respite for families, Telephone Reassurance, Visiting and Minor Home Modification

**Legal Assistance Required Activities** include legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney, and assistance to the Ombudsman Program

Your Board can choose to provide one or more of the services within each definition, although Information and Assistance (with the Access category) is required. In the recent two years, County staff have directly provided:

**Access:** Assisted Transportation and Information and Assistance

**In-Home Services:** Personal Care, Homemaker, and in Mono County, Chore services have been provided on a limited basis. Non-assisted Transportation has been provided through bus passes purchased in bulk from Eastern Sierra Transit Authority (ESTA) for both Inyo and Mono Counties' seniors.

**Legal Assistance** has been provided historically through a contract which was executed following a Request for Proposal process. Staff recommends Board direct the Department to release a Request for Qualifications for a local legal entity to provide required legal assistance activities to seniors.

Certainly annual funding amounts may exceed the minimal percentage your Board sets, but may not dip below those minimums. Recommendations for percentages come from regional utilization trends (attached), and from the Spring 2012 AAA Needs Assessment (attached).

**ALTERNATIVES:**

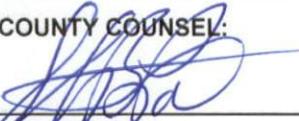
The Department is unable to prepare budgets without first knowing the minimal percentages as well as the actual funding amounts for the service areas.

**OTHER AGENCY INVOLVEMENT:**

California Department of Aging, County of Mono, California Indian Legal Services

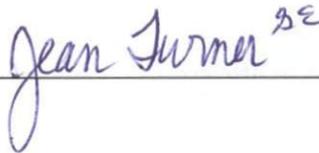
**FINANCING:**

This request essentially provides policy direction for the expenditure of \$107,406 of federal funds.

<b><u>APPROVALS</u></b>	
<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>6/15/2012</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 <sup>SE</sup>

Date: 6/18/12

## **Chronological Actions Needed for Transition of IMAAA to ESAAA**

*Beginning June 2012*

Done, June 6	1. Designation by CDA of new Governing Board
Scheduled for June 26	2. Acceptance of contract between CDA and new Governing Board (County of Inyo)
Scheduled for June 26	3. Transition of IMAAA Advisory Council to ESAAA Advisory Council
By June 30	4. Pending development and approval of new Four-Year Plan, develop 90-day temporary service plans for <ul style="list-style-type: none"> <li>• Direct services by County staff in both counties</li> <li>• Legal assistance</li> <li>• Ombudsman services</li> <li>• Lifeline</li> </ul>
Scheduled for June 26	5. Setting of minimum funding percentages for budget planning for Fiscal Year 2012-13, as well as the entire four years
By June 30	6. Determine funding realities and thus the level of service possible in the region
By July 13	7. Release Requests for Qualifications (RFQs) for Ombudsman and Legal Assistance
By July 17	8. Determine service delivery method (contract out vs through county staff – Inyo and/or Mono) <ul style="list-style-type: none"> <li>• If decision is made to provide service in Mono County through a contract with Mono County, determine the direct service funding split between Inyo and Mono Counties for the identified service categories</li> <li>• If there is no contract for Mono County employees to serve Mono County seniors, determine most effective, efficient service delivery method for Mono County seniors</li> </ul>
By August 28	9. Develop Four-Year Plan, identifying service and funding levels in the region
By August 31	10. Prepare contracts for services with selected RFQ respondents and others, as identified (i.e., Mono County, Lifeline, etc.), to begin October 1
By December 18	11. Develop ESAAA Advisory Council By-laws and membership

**AREA PLAN  
Budget Display  
Allocation Differences from 11/12 to 12/13  
Inyo-Mono Area Agency on Aging**

	FY 11/12 Baseline	FY 12/13 Baseline	Net Change
<b>Supportive Services</b>			
Federal Title IIIB	107,888	107,408	(482)
General Fund B	-	-	-
<b>Total Supportive Services</b>	<b>107,888</b>	<b>107,408</b>	<b>(482)</b>
<b>Ombudsman</b>			
Federal Title IIIB	15,280	15,280	(20)
General Fund B	-	-	-
Federal Title VIIa	19,697	19,513	(184)
General Fund VIIa	-	-	-
Special Deposit	1,226	1,241	15
SNF Quality & Accountability	16,994	16,997	3
<b>Total Ombudsman</b>	<b>53,197</b>	<b>53,011</b>	<b>(186)</b>
<b>Congregate Nutrition</b>			
Federal Title IIIC1	141,521	141,451	(70)
General Fund C1	60,783	58,448	(2,335)
NSIP C1	11,891	15,976	4,085
<b>Total Congregate Nutrition</b>	<b>214,195</b>	<b>215,875</b>	<b>1,680</b>
<b>Home-Delivered Meals</b>			
Federal Title IIIC2	70,167	70,479	312
General Fund C2	206,575	180,288	(16,289)
NSIP C2	39,074	32,415	(5,659)
<b>Total Home Delivered Meals</b>	<b>314,816</b>	<b>289,180</b>	<b>(21,636)</b>
<b>Disease Prevention</b>			
Federal Title IIID	2,080	2,582	502
Federal Title IIID - Med Mgmt	737	-	(737)
General Fund D	-	-	-
<b>Total Disease Prevention</b>	<b>2,817</b>	<b>2,582</b>	<b>(235)</b>
<b>Family Caregiver</b>			
Federal Title IIIE	18,681	17,007	(1,674)
<b>Total Title IIE</b>	<b>18,681</b>	<b>17,007</b>	<b>(1,674)</b>
<b>Elder Abuse</b>			
Federal Title VIIb	705	637	(68)
General Fund VIIb	-	-	-
<b>Total Elder Abuse</b>	<b>705</b>	<b>637</b>	<b>(68)</b>
<b>Community Based Services</b>			
ADCRC	-	-	-
Brown Bag	-	-	-
Linkages	-	-	-
Senior Companion	-	-	-
Respite	-	-	-
<b>Total CBSP</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Administration</b>			
Federal Title IIIB	19,481	19,197	(284)
Federal Title IIIC1	22,903	22,636	(267)
Federal Title IIIC2	11,355	11,278	(77)
Federal Title IIIE	8,055	7,832	(123)
General Fund C1	108	108	(1)
General Fund C2	29	29	-
General Fund CBSP	-	-	-
<b>Total Administration</b>	<b>61,832</b>	<b>61,180</b>	<b>(752)</b>
<b>Grand Total - All Funds</b>	<b>774,231</b>	<b>750,878</b>	<b>(23,353)</b>
<b>Funding Summary</b>			
Federal Funds	488,515	483,789	(4,746)
General Fund	267,496	248,871	(18,625)
SNF Quality & Accountability	16,994	16,997	3
Special Deposit	1,228	1,241	13
	<b>774,231</b>	<b>750,878</b>	<b>(23,353)</b>

## AAA Needs Assessment Responses - Spring 2012

IIIB	Inyo County (200 Responses)		Mono County (40 Responses)	
	Responses	Ranking (1-20)*	Responses	Ranking (1-20)*
<b>Assisted Transportation (Access)</b>				
Access to Health Care	148	1	31	2-3 (tie)
Access to local transportation to do shopping and access local services	118	8-9 (tie)	25	10
Access to transportation out of the area for medical or other needs	138	3-4 (tie)	29	6
<b>Information and Assistance (Access)</b>				
Ability to pay for health care services	147	2	32	1
Information about Medicare, long-term care insurance or other health matters	124	7	30	4-5 (tie)
Getting adequate housing	94	13	21	14
Ability to get a job or continue working	61	20	23	12-13 (tie)
Having enough money to live on	138	3-4 (tie)	31	2-3 (tie)
Getting information about services or benefits for seniors	112	11	28	7
Help for seniors with conditions like Alzheimers, Parkinsons or dementia	126	6	24	11
<b>Mental Health (Access)</b>				
Availability of social or recreational activities	78	19	23	12-13 (tie)
Dealing with grief, loss or emotional issues	105	12	20	15-16 (tie)
<b>Public Information (Access)</b>				
Crime or Personal safety issues	91	17	16	19-20 (tie)
<b>Case Management (Access)</b>				
Getting help managing money, credit cards or debt	87	18	17	18
<b>Legal Assistance (Legal)</b>				
Getting legal assistance for matters such as contracts, wills, estate planning or other legal issues	93	15-16 (tie)	20	15-16 (tie)
<b>Residential Repairs/Modifications (In-Home)</b>				
Maintenance or repair of housing	130	5	30	4-5 (tie)
<b>Respite Care (In-Home)</b>				
Respite and other support for family members and friends that are providing care for local seniors	118	8-9 (tie)	27	8-9 (tie)
<b>Homemaker (In-Home)</b>				
Help with housekeeping activities like cleaning and laundry	104	14	18	17
<b>Personal Care (In-Home)</b>				
Getting help with activities of daily living such as dressing, eating, bathing and grooming	93	15-16 (tie)	16	19-20 (tie)
<b>IIIC-1 Congregate Nutrition</b>				
<b>IIIC-2 Home Delivered Meals</b>				
	118	8-9 (tie)	27	8-9 (tie)
	Responses	Percentage	Responses	Percentage
<b>IIIE - Family Caregiver</b>	44	88%	6	12%

\*How the need ranked out of 20 choices on the Needs Assessment, based on "moderate" and "large" concern

**AAA Service Utilization - FY 10/11 and First 3 Quarters of FY 11/12**

	Inyo County FY 10/11		Mono County FY 10/11		Inyo County 7/1/11-3/31/12		Mono County 7/1/11-3/31/12	
	# Served	Inyo % Service Split	# Served	Mono % Service Split	# Served	Service Split	# Served	Mono % Service Split
<b>IIIB</b>								
<b>Assisted Transportation (Access)</b>								
Unduplicated Clients Served	17	63%	10	37%	14	67%	7	33%
Total # Trips Provided	110	50%	112	50%	79	75%	26	25%
<b>Transportation (Access)</b>								
Total # Service Units	3398		no data		2430	86%	390	14%
<b>Information and Assistance (Access)</b>								
Total # Service Units	366	91%	38	9%	979	76%	316	24%
<b>Legal Assistance (Legal)</b>								
Total Clients Served (calendar year 2010 & 2011)	90 cases total- no county differentiation				81	81%	19	19%
<b>Chore (In-Home) incl heavy house cleaning &amp; maintenance/repair of housing</b>								
Unduplicated Clients Served					0	0%	3	100%
Total # Service Units					0	0%	19	100%
<b>Homemaker (In-Home)</b>								
Unduplicated Clients Served	63	98%	1	2%	49	98%	1	2%
Total # Service Units	2599	99%	37	1%	1724	97%	52	3%
<b>Personal Care (In-Home)</b>								
Unduplicated Clients Served	19	100%	0	0%	19	100%	0	0%
Total # Service Units	701	100%	0	0%	457	100%	0	0%
<b>IIIC-1 Congregate Nutrition</b>								
Unduplicated Clients Served	306	72%	121	28%	244	75%	83	25%
Total # Meals Served	15729	86%	2658	14%	13164	85%	2273	15%
<b>IIIC-2 Home Delivered Meals</b>								
Unduplicated Clients Served	375	92%	34	8%	318	91%	30	9%
Total # Meals Served	57958	92%	5259	8%	38750	90%	4172	10%
<b>IIIE - Respite Homemaking Assistance (Respite)</b>								
Unduplicated Clients Served	1	100%	0	0%	2	100%	0	0%
Total # Service Units	24	100%	0	0%	22	100%	0	0%
<b>IIIE - Respite Personal Care Assistance (Respite)</b>								
Unduplicated Clients Served					2	100%	0	0%
Total # Service Units					43	100%	0	0%
<b>IIIE - Caregiver Assessment (Support)</b>								
Unduplicated Clients Served					2	100%	0	0%
Total # Service Units					2	100%	0	0%
<b>IIIE - Caregiver Counseling (Support)</b>								
Unduplicated Clients Served					2	100%	0	0%
Total # Service Units					2	100%	0	0%



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only  
**AGENDA NUMBER**  
26

- Consent Hearing  
 Scheduled Time for  
 Departmental  
 Closed Session  
 Correspondence Action  
 Informational  
 Public

**FROM:** HEALTH & HUMAN SERVICES – ESAAA

**FOR THE BOARD MEETING OF:** June 26, 2012

**SUBJECT:** Agreement with the County of Mono for the provision of Senior services

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the agreement with the County of Mono for the provision of Senior services in the amount of \$41,660 for the period of July 1, 2012 through September 30, 2012, contingent upon Board's adoption of the FY 12/13 budget; contingent upon obtaining the appropriate signatures, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This agreement will allow for continuity of services currently being provided by the County of Mono to their senior population during the transition of the Inyo Mono Area Agency on Aging (IMAAA) governance structure to the Eastern Sierra Area Agency on Aging (ESAAA), which is governed by your Board. Services will remain status quo for 90 days to allow staff to address transition issues, and to allow your Board to designate funding allocations.

**ALTERNATIVES:**

Your Board could choose not to approve this agreement which could negatively impact seniors who currently receive services provided by the County of Mono. Additionally, not doing so would require your Board, as the ESAAA governing body to ensure that basic nutritional services for affected residents are addressed.

**OTHER AGENCY INVOLVEMENT:**

County of Mono, California Department of Aging

**FINANCING:**

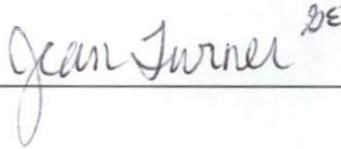
Federal, and State CDA funds. This will be budgeted in ESAAA (683000) in Other Agency Contributions (5539). No County General Funds.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>6/20/2012</u>
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

 <sup>DE</sup>

Date: 6/20/12

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

**TERM:**

**FROM:** July 1, 2012      **TO:** September 30, 2012

**SCOPE OF WORK:**

Contractor will provide the following senior services within Mono County according to the requirements of the Older Americans Act and applicable Federal and State regulatory standards as outlined in the attached Standard Agreement for Contract #AP-1213-16 with the State of California and California Department of Aging. The contract with the State of California is attached and incorporated herein.

<u>Service</u>	<u>Minimum Units of Service</u>
1. In Home Services	
a. Homemaker	28 hours
b. Chore	11 hours
2. Home Delivered Meals	1,516 meals
3. Transportation	25 one-way trips
4. Assisted Transportation	100 one-way trips
5. Information and Assistance	69 contacts
6. Community Center Services	
a. Congregate meals	1,326 meals
b. Nutrition Counseling	60 hours
c. Nutrition Education	1 session
d. Outreach	80 contacts
7. Family Care Giver Support	3 hours

Contractor will provide a monthly summary of service activity in the above categories in terms of identified units of service according to administrative requirements specified by the County.

Contractor's good-faith failure to render any minimum number of service units, despite best efforts, shall not constitute a breach of this Agreement.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** County of Mono  
**FOR THE PROVISION OF** Senior **SERVICES**

**TERM:**

**FROM:** July 1, 2012 **TO:** September 30, 2012

**SCHEDULE OF FEES:**

Notwithstanding Paragraph 3.E. Contractor will submit an invoice for the actual monthly expenditures and County will reimburse based on the actual expenditures up to the total contract amount of \$41,660. Payment will be conditioned on monthly submission of service activity reports as specified in Attachment A. Appropriate backup showing the actual expenditures must also be attached to the invoice. Both the monthly invoice and the service activity report shall be submitted by Contractor to the County by the tenth (10<sup>th</sup>) of each month for services delivered in the previous month and shall be paid by County by the end of the month. Invoice and services activity reports shall be submitted to Health & Human Services, PO Drawer A, Independence, CA 93526 or by electronic means specified by the County.

The contract amount noted above is based on the most recent allocation letter from the California Department of Aging (CDA). If allocations to County from CDA are reduced in FY 12-13 due to California legislative budget action, a revised contract amount shall be calculated based on the most recent allocation letter according to the following method: This amount represents 27.5% of total State General Fund and Federal allocation to the County of Inyo Eastern Sierra Area Agency on Aging, the total allocation for Administration, less the allocated amounts in the revised allocation for approved contracts (California Indian Legal Services, Ombudsman, and Lifeline Systems), for the first three months of the year (or 25%) of the total amount. In the event that the contract fee is revised, the same payment procedure noted above will apply with corrections for the total revised amount made as needed in monthly payments.

**Inyo - Mono - Contract Split  
Budget Display  
Fiscal Year 2012/13  
County of Inyo**

	Baseline	Inyo County 72.5%	Mono County 27.5%	Contract Total	Total	Mono County 1/4 of funds
<b>Supportive Services</b>						
Federal Title IIIB	107,406	58,657	22,249	26,500	107,406	5,562
Total Supportive Services	107,406	58,657	22,249	26,500	107,406	5,562
<b>Ombudsman</b>						
Federal Title IIIB	15,260	-	-	15,260	15,260	
Federal Title VIIa	19,513	-	-	19,513	19,513	
Special Deposit (SDF)	1,241	-	-	1,241	1,241	
SNF Quality & Accountability	16,997	-	-	16,997	16,997	
Total Ombudsman	53,011	-	-	53,011	53,011	
<b>Congregate Nutrition</b>						
Federal Title IIIC1	141,451	102,552	38,899	-	141,451	9,725
General Fund C1	58,448	42,375	16,073	-	58,448	4,018
NSIP C1	15,976	11,583	4,393	-	15,976	1,098
Total Congregate Nutrition	215,875	156,509	59,366	-	215,875	14,841
<b>Home-Delivered Meals</b>						
Federal Title IIIC2	70,479	51,097	19,382	-	70,479	4,845
General Fund C2	190,286	137,957	52,329	-	190,286	13,082
NSIP C2	32,415	23,501	8,914	-	32,415	2,229
Total Home Delivered Meals	293,180	212,556	80,625	-	293,180	20,156
<b>Disease Prevention</b>						
Federal Title IIID	2,582	2,582	-	-	2,582	
Total Disease Prevention	2,582	2,582	-	-	2,582	
<b>Family Caregiver</b>						
Federal Title IIIE	17,007	11,605	4,402	1,000	17,007	1,100
Total Title IIIE	17,007	11,605	4,402	1,000	17,007	1,100
<b>Elder Abuse</b>						
Federal Title VIIb	637	-	-	637	637	
Total Elder Abuse	637	-	-	637	637	
<b>Administration</b>						
Federal Title IIIB	19,197	19,197	-	-	19,197	
Federal Title IIIC1	22,636	22,636	-	-	22,636	
Federal Title IIIC2	11,278	11,278	-	-	11,278	
Federal Title IIIE	7,932	7,932	-	-	7,932	
General Fund C1	108	108	-	-	108	
General Fund C2	29	29	-	-	29	
Total Administration	61,180	61,180	-	-	61,180	
<b>Grand Total - All Funds</b>	<b>750,878</b>	<b>503,090</b>	<b>166,640</b>	<b>81,148</b>	<b>750,878</b>	<b>41,660</b>



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 28-29-30  
 31-32-33  
 34

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
 X Closed Session   
  Informational

**FROM: COUNTY COUNSEL**

**FOR THE BOARD MEETING OF: June 26, 2012**

**SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION**

**DEPARTMENTAL RECOMMENDATION:**

**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(b)]. – Significant Exposure to Litigation (one case).**

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

**CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</b>  Approved: _____ Date <u>6-20-12</u>
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**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

 Date: 6-20-12