

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 9, 2015

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
3. **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: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate.)**
5. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]** - decision whether to initiate litigation (two cases).
6. **REAL PROPERTY NEGOTIATIONS - CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code §54956.8) – Property – APN010-490-08, Bishop, California – Negotiating Parties – County Administrator, Kevin Carunchio, Assistant County Administrator, Rick Benson, and Public Works Director, Clint Quilter, and Joseph Enterprises - Negotiating Parties, Steve Joseph, Scott Piercey, Wayne Lamb and Jeff Shepard – Negotiations – Terms and Conditions.**

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

7. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
8. **PUBLIC COMMENT**
9. **INTRODUCTION – Denny Miller a Heavy Equipment Mechanic in the Road Department will be introduced to the Board.**

10. **ALTRUSA OF THE EASTERN SIERRA** – Request Board approve a Proclamation proclaiming the week of June 8 through 14, 2015 as Altrusa Appreciation Week and commemorating the Altrusa of the Eastern Sierra's 30th anniversary.
11. **CERRO COSO COMMUNITY COLLEGE** – Request Board accept an update on the College by Deanna Ing Campbell, Director-Eastern Sierra College Center.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. **Advertising County Resources** - Request Board approve the final payments to the Lone Pine Chamber of Commerce for 2014-15 Community Project Sponsorship Grant Projects as follows: \$3,500 for the Early Opener Trout Derby and \$3,500 for the Wild Wild West Marathon.
13. **Pioneer Cemetery District** – Request Board reappoint Arlene Brierly Pearce and Leslie Scott to the Pioneer Cemetery District Board of Trustees to complete four-year terms ending June 1, 2019. (*Notice of Vacancy resulted in requests for appointment being received from Ms. Pearce and Ms. Scott.*)

CHILD SUPPORT SERVICES

14. Request approval of the Contract between the County of Inyo and Gerardo Ramos for Spanish interpretive services for the period of July 1, 2015 through June 30, 2017, in an amount not to exceed \$30,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

HEALTH AND HUMAN SERVICES

15. **Health Services** – Request approval of Amendment No. 1 to the Agreement between the County of Inyo and Dwayne's Friendly Pharmacy for the provision of pharmaceutical services extending the Agreement for one year to an ending date of June 30, 2016, increasing the amount of the Contract by \$130,000 to a total not to exceed \$780,000 for the period of July 1, 2010 through July 30, 2016, and amending the scope of work to remove the requirement for the pharmacy to maintain an emergency stock of medications for disaster preparedness, contingent upon the Board's adoption of a FY 2015-16 budget; and authorize the Chairperson to sign.
16. **Emergency Medical Services** – Request approval of Amendment No. 2 to the Agreements between the County and the following, extending the Agreements one year to an ending date of June 30, 2016, and authorize the Chairperson to sign: A) Lone Pine Volunteer Fire Department; B) Symons Emergency Specialties, Inc.; and C) Olancho Fire Department.

PUBLIC WORKS

17. Request Board implement temporary no parking zones on July 4, 2015 at the following locations from 6 a.m., through midnight: A) the north and south shoulders of East Line Street/Poleta Road beginning at the Bishop Creek canal and terminating approximately one half mile east of Airport Road; B) the east and west shoulders of North Airport Road from the intersection of East Line Street/Poleta Road to approximately one quarter mile north; and C) the north and south shoulders of Wye Road at the intersection of Spruce Street to the gate entrance of the Airport.
18. Request Board award and approve the Contract for the Water Department Building Window Replacement Project to Country Glass in the amount of \$24,074.70 and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

SHERIFF

19. Request approval of the Memorandum of Understanding between the County of Inyo and Plumas County for Investigative Services for the period of June 9, 2015 through June 30, 2020, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

20. **HEALTH AND HUMAN SERVICES – Social Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: a) the availability of funding for a Social Worker and a Registered Nurse positions exists in the Social Services budget, as certified by the Health and Human Services Director, and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Social Worker II at Range 67 (\$4,008 - \$4,865) and one Registered Nurse at Range 78 (\$5,199 - \$6,319).
21. **ENVIRONMENTAL HEALTH** – Request approval of the Amendment to the Contract between the County of Inyo and the California Association of Environmental Health Administrators (CAEHA) for services to operate the Inyo County Certified Unified Program Agency (CUPA) program, extending the term of the Contract from an ending date of June 30, 2015 to December 15, 2015, increasing the amount of the Contract by \$48,000 to an amount not to exceed \$98,000, and adding Matthew Pool to the list of CAEHA representatives as a CUPA inspector, contingent upon the Board's adoption of a FY 2015-16 budget; and authorize the Chairperson to sign.
22. **ENVIRONMENTAL HEALTH** – Request Board approve a resolution authorizing the submittal of the Local Enforcement Agency (LEA) grant applications for the period of July 1, 2015 through June 30, 2020, for funding of an estimated amount of \$17,800 per fiscal year, to the California Department of Resources, Recycling and Recovery (CALRecycle) and authorizing the Director of Environmental Health Services to sign all necessary applications, agreements, and amendments for the purposes of securing LEA grant funds for use in implementing the grant project.
23. **PLANNING** – Request Board accept a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision recreation section.
24. **PUBLIC WORKS - COUNTY ADMINISTRATOR – Recycling and Waste Management** - Request Board approve the plans and specifications for the Bishop-Sunland Landfill Gas Extraction System Installation Project; and authorize the Public Works Director to advertise and bid the Project.
25. **COUNTY ADMINISTRATOR – Parks and Recreation** – Request Board review the water conservation plan for the parks and campgrounds and provide staff with direction.

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

- 10:30 a.m. 26. **HEALTH AND HUMAN SERVICES – Emergency Medical Services** – Request Board receive a presentation from staff of the Inland Counties Emergency Medical Authority (ICEMA) regarding the proposed Request for Proposals (RFPs) for Emergency Medical Services (EMS) providers to cover five of Inyo County Exclusive Operating Areas (EOAs), including EOA 1 (Bishop), EOA 4 (Lone Pine), EOA 5 (Olancha), EOA 6 (Little Lake), and EOA 7 (Panamint Valley); and consider recommending the EMS Governing Board approve the RFPs for Inyo County Exclusive Operating Areas.

CORRESPONDENCE - ACTION

27. **INYO COUNTY FISH AND WILDLIFE COMMISSION** – Request Board A) approve an expenditure from the Fish and Game Fine Fund in the amount of \$1,000 to the Eastern Sierra Wildlife Care for the care and feeding of injured and sick animals; and B) amend the FY 2014-15 Fish and Game Budget Unit 024200 by increasing unanticipated revenue in Fines (*Revenue Code #4213*) by \$1,000 and increasing appropriations in General Operating (*Object Code #5311*) by \$1,000. (*4/5's vote required.*)

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

28. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

29. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

30. **SHERIFF'S DEPARTMENT** – Sheriff and Jail Overtime reports for the months of March and April 2015.

31. **ENVIRONMENTAL HEALTH** – Proposition 65 Report of a diesel spill at the site of a collision on Brockman Lane.

10

**PROCLAMATION
OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA
PROCLAIMING THE WEEK OF JUNE 8 THROUGH 14, 2015
AS ALTRUSA APPRECIATION WEEK**

Whereas, Altrusa International is a non-profit organization with a network of individual clubs containing civic-minded women who strive to create better communities worldwide, which began in 1917 in Nashville Tennessee with the local club being chartered on June 2, 1985; and

Whereas, Altrusa has 340 clubs in 19 countries all dedicated to improving their communities by encouraging community service, providing guidance in leadership development, promoting membership growth and communicating information, and

Whereas, Altrusa of the Eastern Sierra has awarded thousands of dollars in grants to individuals and groups making a positive impact by giving back to the communities in which Altrusans work and live, with a current special emphasis on boosting literacy and community wellbeing, and

Whereas, Altrusa of the Eastern Sierra has sponsored community events like, providing Santa for the Christmas Parade, giving each child a chance to visit with Santa in the Park to receive a children's book, Santa visits to every preschool and kindergarten class in Inyo & Mono counties where Santa and his helper encourage children to get excited about reading, hosting the *Books and Barn Animals Jamboree* where more than 900 children participate, sponsoring the Inyo County Spelling Bee providing awards to the winners, hosting the Annual Art Show and Sale; and

Whereas, since 1989 Altrusa of the Eastern Sierra has sponsored the "Hug Me Bear" Program distributing plush bears to Northern Inyo Hospital, peace officers, EMS workers, and firefighters for distribution to children and adults in high-stress situations, recently beginning the organizations newest program "Bag Full of Fun" providing to a child who has been hospitalized for more than three days a bag containing fun family activities, and

Whereas, Altrusa of the Eastern Sierra is a volunteer organization giving members the opportunity to use their time and talents to enrich the lives of others, while working with other local service organizations to help improve our local communities' future.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Inyo, State of California does hereby proclaim June 8 through 14, 2015 as Altrusa Appreciation Week, and honors Altrusa of the Eastern Sierra members for their more than 30 years of service to the citizens of Inyo County and commends them for their dedication to and positive influence on the communities and youth of Inyo County.

PASSED AND PROCLAIMED this 9th day of June, 2015 by the Inyo County Board of Supervisors

Chairperson, Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
12

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Lone Pine Chamber of Commerce for successfully completing two 2014-15 CPSP projects, the Early Opener Trout Derby and the Wild Wild West Marathon.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments to the Lone Pine Chamber of Commerce, \$3,500 for the Early Opener Trout Derby and \$3,500 for the Wild Wild West Marathon, 2014-15 Community Project Sponsorship Grant projects funded from the 2014-2015 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2014-15 County of Inyo Community Project Sponsorship Grant in the amount of \$7,000 in November of 2014 to help sponsor the annual Early Opener Trout Derby, held March 7, 2014. The Derby is the first of the fishing season and generates good publicity and media coverage. Organizers said 180 anglers registered for the Derby, and more than 200 fish were caught at the event, which is held at Diaz Lake. For the third year, "we gave a prize to every kid who caught a fish," said the organizers, as part of the Derby's effort "to get the kids hooked on fishing" which should translate to more families coming to Inyo County to fish. "It was a wonderful day of fishing and probably our best Derby ever," according to the organizers.

After contracts were finalized, half the grant funds (\$3,500) were disbursed to the Lone Pine Chamber of Commerce. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,500. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2014-15 County of Inyo Community Project Sponsorship Grant in the amount of \$7,000 in November of 2014 to help sponsor the 37th annual Wild Wild West Marathon, held May 2, 2015. Great weather greeted the 180 runners, which is about a 10 percent increase from last year's race. Typically, about half the entrants were from Inyo County, a testament to the size of the local running community. The out-of-area runners usually spend several days in the area before and after the race, and also bring a support team, especially if they are running the 50K race or 26-plus mile Marathon, which further enhances the economic impact of the event. Community Support for the event is extremely strong, with volunteers handling most of the race-day chores, from aid stations to the finish line.

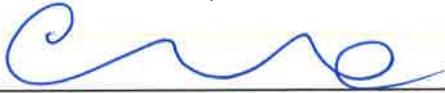
After contracts were finalized, half the grant funds (\$3,500) were disbursed to the Lone Pine Chamber of Commerce. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,500. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the requests.

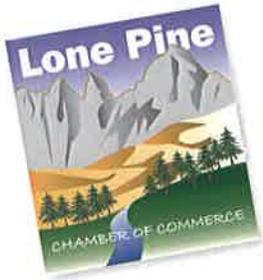
OTHER AGENCY INVOLVEMENT: County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2014-15 Advertising County Resources Budget (011400), Professional Services (5265).

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</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 board clerk.)</i>  Approved: <u>yes</u> Date <u>6/1/2015</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: J. Lisa for In Klusmire Date: 6/3/15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



RECEIVED

2015 MAR 24 AM 11:04

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

March 24, 2015

Inyo County Board of Supervisors
Drawer N
Independence CA 93545

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor of the 2015 Early Opener Trout Derby held March 7, 2015.

More and more we devote attention to the kids. This year we gave a prize to every kid. Our agenda is to get the kids hooked on fishing and the parents will keep bringing them to Inyo County to fish.

The statistics show that we had 180 registered fishermen and that over 200 fish were caught. It was a wonderful day of fishing and probably our very best Derby ever.

Thank you so much for all you do to benefit our communities.

Sincerely,

Kathleen New
President/CEO
Lone Pine Chamber of Commerce

Lone Pine Early Opener

TROUT DERBY

\$800 Blind Bogey

Prizes for the largest fish,
largest catch and tagged fish.



\$10 Adult entry fee
\$5 for children

Coffee & Donuts at sign-up
Lunch also available

March 7th, 2015

Sign-up 6:30-12:00 noon • Diaz Lake

facebook

For more info go to www.LonePineChamber.org

Brought to you by the Business of Lone Pine and the County of Inyo



May 10, 2015

RECEIVED

MAY 18 2015

Inyo County Board of Supervisors
Drawer N
Independence CA 93545

Inyo Co. Water Department

Dear Board,

The Lone Pine Chamber is grateful for your participation as a sponsor of the 2015 Wild Wild West Marathon held May 2, 2015.

This year the Marathon was excellent and that is due to the excellent volunteers we have. Having perfect weather makes for a great race as well.

The number of runners was up from last year to 184. Thank you for your support.

Sincerely,

Kathleen New
President/CEO
Lone Pine Chamber of Commerce



LONE PINE CALIFORNIA

WILD WEST MARATHON

50K, 10-MILE & 3-MILE FUN RUN

Free Entry for all Military Personnel

May 2, 2015 Lone Pine, California Marathon, 50K, 10-Mile and a 3-Mile Fun Run.

FIND US ON

REGISTER AT: www.Active.com
to our website for a printable entry form.
www.wildwestmarathon.com
or www.lonepinechamber.org



Run in the shadow of the High Sierra and through Alabama Hills. Start at 4,500 ft climb to 6,800 ft. an at 3,700 ft Beautiful scenery, great weather an wonderful volunteers. Water stops feature "Cyton

info@lonepinechamber.org • Ph: 760.876.4444

Brought to you by The Lone Pine Chamber of Commerce and Inyo C



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: County Administrator
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: June 2, 2015

SUBJECT: Pioneer Cemetery District Board of Trustees Appointments

DEPARTMENTAL RECOMMENDATION: - Request Board re-appoint Arlene Brierly Pearce and Leslie Scott to the Pioneer Cemetery District Board of Trustees to complete four-year terms ending June 1, 2019. (*Notice of Vacancy resulted in requests for appointment being received from Ms. Pearce and Ms. Scott.*)

SUMMARY DISCUSSION: Your Board is the appointing authority for the local cemetery districts. The Pioneer Cemetery District notified this office of a scheduled vacancy. The appropriate notice of vacancy was published per your Board's policy. Requests for appointment were received from Arlene Brierly Pearce and Leslie Scott, who are seeking reappointment. Therefore, it is recommended that your Board make the appointments as recommended.

ALTERNATIVES: - Your Board could choose to not make the appointments. This alternative is not recommended in that delays in making the appointments could hinder the District's ability to operate.

OTHER AGENCY INVOLVEMENT: - N/A

FINANCING: - There is no fiscal impact associated with making this appointment.

APPROVALS	
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 board clerk.</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 board clerk.</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 board clerk.</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)

Board of Supervisors
Inyo County
P.O. Box N
Independence, Ca. 93526

Dear Board Members:

My name is Leslie Scott. I am currently a member of the Pioneer Cemetery District Board of Trustees. At this time I would like to re-apply for the position on the board. I have served our cemetery board since 2003 and have enjoyed it immensely. I would like the opportunity to continue to serve, watching over the wonderful way in which the operation of the organization is carried out. The thoughtful and considerate groundskeepers, the administrator, Terri Dean and the other members of the board are a valuable asset to our community.

I would be honored to serve another term.

Thank You



Leslie Scott
3066 Morningside Dr.
Bishop, Ca. 93514

RECEIVED
2015 MAY 11 AM 7:53
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

311 Vista Rd.
Bishop, CA 93514
May 6, 2015

RECEIVED
2015 MAY 11 PM 4:05
INFO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Inyo County Board of Supervisors
P. O. Box N
Independence, CA 93526

Dear Members of the Board,

My term on the Pioneer Cemetery District Board of Trustees expires next month. I am requesting to be reappointed for another four year term.

I have been privileged to serve on the board since 1995 and hope to continue in that capacity.

Five generations of my family are buried at Pioneer Cemetery and one of my interests is maintaining the historical importance of these cemeteries and the need for continuing care of the many old markers.

Working with our administrator, our board has upgraded the district's record keeping, attended California Association of Public Cemeteries conferences, organized a policy manual and employee handbook and upgraded some of our equipment. I am pleased with the changes we have made. We have dedicated employees who maintain the cemetery grounds in an exemplary manner.

Our cemeteries are very much a part of the community. I believe an interested and caring board, and dedicated employees make these cemeteries a beautiful and comforting place for families visiting the resting place of a loved one.

I hope this letter will indicate that my background and interest make me a positive and contributing member of the board and I hope to be appointed for another four year term.

Thank you.

Sincerely



Arlene Brierly Pearce



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14

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

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Approval of contract for Regional Spanish Interpreter

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract for Spanish interpretive services for the Inyo/ Mono child support region with Gerardo Ramos in an amount not to exceed \$30,000.00 for the term of July 1, 2015 to June 30, 2017 contingent on adoption of the 2015-2016 child support budget and obtaining appropriate signatures.

SUMMARY DISCUSSION:

We have regionalized our service contracts. We advertised in March 2015 for proposals for Spanish interpreter services to serve our Spanish speaking clients in our Bishop and Mammoth offices.

Mr. Gerardo Ramos was the only responder to our request for proposals. By soliciting requests for proposals, our agency ensures a competitive process is used and the highest qualified individuals apply. Mr. Ramos has contracted before with our agency for these services and his quality of work is excellent. His current contract is set to expire June 30, 2015.

Your Director respectfully requests approval of a two year contract with Mr. Ramos in the amount of \$30,000 commencing July 1, 2015 and ending June 30, 2017.

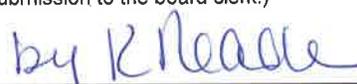
ALTERNATIVES:

Your Board could choose to deny approval of this contract. It is not staff's recommendation to do so as this would impede our ability to serve our Spanish-speaking populations in both regional branches.

OTHER AGENCY INVOLVEMENT:

County counsel

FINANCING: Contingent upon the Board's approval and adoption of the 2015-2016 Child Support Budget 022501 Object Code 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: <input checked="" type="checkbox"/> Date <u>5-15-15</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>5/20/15</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>yes</u> Date <u>5/27/15</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



5-28-13

Date: _____

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Gerardo Ramos
FOR THE PROVISION OF Interpreter SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2017

SCOPE OF WORK:

Contractor shall provide the following services which would include but not be limited to:

- Interpret from English to Spanish and Spanish to English;
- Meet with child support customers, child support officers and other staff members to provide interpretation which may include regulations, policies, paycheck stubs, etc.;
- Communicate clearly in Spanish and English;
- Assist in creating Spanish fact sheets, flyers, etc.;
- Maintain consistent hours for which interpretation will be provided;
- Write English and Spanish to assist clients in completing forms necessary to obtain child support services; and upon request, participate in meetings of child support officer or financial team and to review policies that will enhance Spanish-speaking services and outreach.

Contractor will interpret at the Bishop branch of the Eastern Sierra Child Support office from the hours of 9:00 a.m. to 12:00 p.m. each Wednesday of the week and from the hours of 2:00 p.m. to 4:00 p.m. each Thursday of the week at the Mammoth branch of the Eastern Sierra Child Support office subject to revision upon notice to both parties.

Contractor will be required to maintain federal tax information as confidential and to comply with the requirements of EXHIBIT 1 attached hereto.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Gerardo Ramos
FOR THE PROVISION OF Interpreter **SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2017

SCHEDULE OF FEES:

Contractor will be paid a fee of \$35.00 per hour for the provision of interpretive services pursuant to this contract, plus an annual payment of \$2101.00 to assist contractor in payment of insurance requirements.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: HEALTH & HUMAN SERVICES – Public Health

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Approval of contract extension between the County of Inyo and Dwayne's Friendly Pharmacy

DEPARTMENTAL RECOMMENDATION:

Request the Board approve Amendment Number 1 to the agreement between the County of Inyo and Dwayne's Friendly Pharmacy for the provision of pharmaceutical services in an amount not to exceed \$130,000 for the period of July 1, 2015 to June 30, 2016, and not to exceed a total amount of \$780,000 for the six year term of July 1, 2010 to July 30, 2016, contingent upon the Board's adoption of the FY 2015/16 budget, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The HHS Public Health division has contracted with Dwayne's Friendly Pharmacy for many years to provide pharmacy services to the Inyo County Jail and Juvenile Center. The department typically issues an RFQ every five years. However, as the current contract term comes to an end, HHS is seeking a 1-year contract extension for the following reasons:

1. The oversight of jail health care has transferred from the Public Health division to the Behavioral Health division in recent months, and HHS is monitoring the transition to determine if current systems and contracts are set at appropriate levels; and
2. Implementation of criminal justice realignment means that we are seeing more long-term jail commits of inmates who have more serious physical and mental health issues, as well as more serious substance abuse issues. As the proportion of "AB 109" inmates (those who would have traditionally been sentenced to state prison, but who are now sentenced to county jail terms) increase, we are assessing the growing needs for medical and pharmaceutical services.

In addition to extending the term of the existing contract, Amendment Number 1 also removes the original Scope of Work requirement for the pharmacy to purchase and maintain an inventory of medications for disaster preparedness. Due to Inyo County's small size, the cost of rotating expiring medications, and the availability of medications through State and Federal sources when needed, maintaining a local stockpile is not necessary.

Therefore, the HHS Public Health division is requesting Board approval to amend the current contract by extending the term for one fiscal year, and by removing the requirement for the pharmacy to maintain an emergency stock of medications for disaster preparedness.

ALTERNATIVES:

The Board could chose not to approve the contract amendment for Dwayne's Friendly Pharmacy. Doing so would mean that the Public Health division would not have a pharmacy available to provide medications to the jail and juvenile center until a new contract could be put into place.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff's Department, Inyo County Probation Department, Inyo County HHS Behavioral Health division

FINANCING:

Health and Mental Health Realignment Funds. This expense will be budgeted in Public Health (045100) in Professional Services (5265) and in the Mental Health Budget (045200) in Support & Care (5501). No County General Funds.

APPROVALS	
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 Board Clerk.)</i> Approved: <u>[Signature]</u> Date: <u>5-30-15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>[Signature]</u> Date: <u>6/1/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> N/A Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> N/A Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 6-2-15
(Not to be signed until all approvals are received)

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Dwayne's Friendly Pharmacy
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Dwayne's Friendly Pharmacy, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 27, 2010, on County of Inyo Standard Contract No. 116, for the term from July 1, 2010 to June 30, 2015.

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:

Section 2 (Term) of the contract is replaced with the following:

The term of this agreement shall be from July 1, 2010 to June 30, 2016 unless sooner terminated as provided below.

The first sentence of Paragraph 3. D Limit upon amount payable under Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$780,000.00 (hereinafter referred to as "contract limit").

Paragraph 18 Confidentiality is amended to read as stated on page 1A of this Amendment.

Attachment A (Scope of Work) shall be amended as follows:

Section 6 is amended to remove the requirement for the CONTRACTOR to procure and maintain a stock of disaster response medications, as follows: Delete lines 27-58 of Section 6, beginning with the sentence "The pharmacy shall be responsible for the procurement of the following medications designated as disaster response medications..." and ending with the sentence "The inventory must be maintained in Inyo County, inspected annually and contact the Clinical Services Director each year detailing the condition of the inventory with a detailed listing of drugs that need to be replaced within 3 months."

Attachment B (Schedule of Fees) shall be amended to read as follows:

The COUNTY shall pay for each prescription at the wholesale price plus \$3.50 for each prescription dispensed with a maximum of \$7.00 per inmate per week. One prescription is defined as 1 week's supply of each separate medication, regardless of the number of doses per day.

The COUNTY shall pay the CONTRACTOR for emergency stock medications only as they are dispensed to inmates.

The COUNTY shall pay the CONTRACTOR a fee of \$1,500.00 per month for services plus the cost of medications.

The contract amount shall not exceed \$130,000.00 per year for a total of \$780,000.00 for the six-year period.

The effective date of this Amendment to the Agreement is July 1, 2015.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
DWAYNE'S FRIENDLY PHARMACY
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

Paragraph 18 Confidentiality is amended to read:

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by the Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, The Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Dwayne's Friendly Pharmacy
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: Dwayne N. Wilson
Signature

DWAYNE N. WILSON
Type or Print

Dated: 5/5/15

APPROVED AS TO FORM AND LEGALITY:

Quinn Langley
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M. Baker
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 16

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

FROM: HEALTH & HUMAN SERVICES - EMS

FOR THE BOARD MEETING OF: June, 9, 2015

SUBJECT: Approval of Amendment # 2 to the agreements for Emergency Ambulance Services

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendment #2 to the agreements between the County of Inyo and A) Lone Pine Volunteer Fire Department; B) Symons Emergency Specialties, Inc.; and C) Olanca Cartago Fire Department to extend the term of the agreements to end June 30, 2016.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Local contracts for Emergency Medical Services (EMS) for these three local ambulance providers are set to expire at the end of June. In coordination with our local EMS-Inland Counties Emergency Management Authority (ICEMA)- much work is being done to look at the future of the EMS locally. ICEMA will be releasing a Request for Proposals in the upcoming months following further discussions with local providers about the impact of federal health care reform, the current trend of dwindling revenues for EMS and other challenges being addressed regarding provision of ambulance services. To allow for the completion of the current discussions and strategic planning, these contract extensions are necessary to prevent a lapse in services in three of our operating areas.

Other local providers are not included in the requested action because they were "grandfathered in" during 1981 pursuant to Health and Safety Code Section 1797.224 as noncompetitive exclusive providers of EMS. As such, they do not have expiring contractual agreements, except in the case of Southern Inyo Fire Protection District (SIFPD), who has a contract set to expire in 2019.

ALTERNATIVES: Your Board could deny this agreement, leaving no ambulance service in the three areas after June 30th.

OTHER AGENCY INVOLVEMENT: Inland Counties Emergency Management Authority (ICEMA)

FINANCING: There is no financing involved with this agenda request.

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>5/26/15</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>5/27/2015</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.) <u>N/A</u> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) <u>N/A</u> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

 Date: 6-2-15

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Symons Emergency Specialties, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
Symons Emergency Specialties, Inc. _____, of _____ Bishop, California
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated _____ November 7, 2006 _____, on County of Inyo Standard
Contract No. 132, for the term from _____ June 1, 2006 _____ to _____ June 30, 2015 _____.

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:

The first sentence of Paragraph 2. Term, of the Agreement is amended to read as follows:

The term of this agreement shall be from June 1, 2006 to June 30, 2016 unless terminated sooner by either party, as provided
below.

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Symons Emergency Specialties, Inc.
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: _____

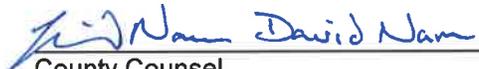
CONTRACTOR

By:  _____
Signature

JUDD A SYMONS
Type or Print

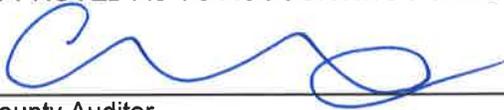
Dated: 09/30/15

APPROVED AS TO FORM AND LEGALITY:



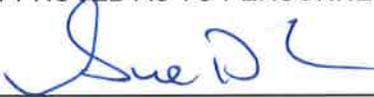
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Olancha Cartago Fire Department
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
Olancha Cartago Fire Department, of Olancha, California
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated November 7, 2006, on County of Inyo Standard
Contract No. 132, for the term from June 1, 2006 to June 30, 2015.

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:

The first sentence of Paragraph 2. Term, of the Agreement is amended to read as follows:

The term of this agreement shall be from June 1, 2006 to June 30, 2016 unless terminated sooner by either party, as provided
below.

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Olancha Cartago Fire Department
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

Steve Davis, Fire Chief

Type or Print

Dated: 04/17/2015

APPROVED AS TO FORM AND LEGALITY:

David Nam

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]

County Risk Manager

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Lone Pine Volunteer Fire Department
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
Lone Pine Volunteer Fire Department, of Lone Pine, California
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated November 7, 2006, on County of Inyo Standard
Contract No. 132, for the term from June 1, 2006 to June 30, 2015.

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:

The first sentence of Paragraph 2. Term, of the Agreement is amended to read as follows:

The term of this agreement shall be from June 1, 2006 to June 30, 2016 unless terminated sooner by either party, as provided
below.

The effective date of this Amendment to the Agreement is _____.

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

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Lone Pine Volunteer Fire Department
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]
Signature

Lopez V. T. E.
Type or Print

Dated: 4-15-15

APPROVED AS TO FORM AND LEGALITY:

[Signature] David Nam
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Public Works

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Implementation of temporary no parking zones.

DEPARTMENTAL RECOMMENDATION:

- 1) The Public Works Department requests your Board implement temporary no parking zones on July 4, 2015 at the following locations from 6 am through midnight;
 - a) The north and south shoulders of East Line Street / Poleta Road beginning at the Bishop Creek canal and terminating approximately one half mile east of Airport Road;
 - b) The east and west shoulders of North Airport Road from the intersection of east Line Street/Poleta Road to approximately one quarter mile north;
 - c) The north and south shoulders of Wye Road at the intersection of Spruce Street to the gate entrance of the airport;

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The City of Bishop and the Bishop Volunteer Fire Department have sponsored a Fourth of July fireworks display at the Bishop Airport for many years. Through the years the number of people viewing the display while parked on the shoulders of the nearby roads has increased to the disadvantage of the revenue to continue the display. The City of Bishop/Bishop Volunteer Fire Department is requesting temporary shoulder closures for the listed County roads in an attempt to reduce unpaid viewing of their annual fireworks display. In addition, the utilization of these shoulders for parking and the associated pedestrian traffic creates significant safety hazards. The City of Bishop/Volunteer Fire Department will post the required signs and the California Highway Patrol and Inyo County Sheriff's Department have indicated they will provide enforcement and patrol. The County will provide the cones and barricades needed for the listed parking restrictions.

ALTERNATIVES:

The Board could choose to not implement the proposed closures and the shoulders would remain open for the identified time period. This is not recommended due to the potential for reduced revenue for the BVFD and increased safety hazards.

FINANCING:

OTHER AGENCY INVOLVEMENT:

The City of Bishop, The Bishop Volunteer Fire Department, The California Highway Patrol and The Inyo County Sheriff's Department.

<u>APPROVALS</u>	
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>6/2/15</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 _____
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:  Date: 6/3/15
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Award and Approval of Construction Contract for the County Services Building Window Replacement Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Award the Construction Contract for the Water Department Building Window Replacement Project to Country Glass Bishop of Bishop, CA in an amount of \$24,074.70;
2. Authorize the Board Chairperson to sign the contract, contingent upon the appropriate signatures being obtained; and,
3. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

At the April 21, 2015 Board meeting, the Public Works Department received authorization from your Board to advertise and bid the County Services Building Window Replacement Project, which includes the purchase and installation of thirty-one (31) vinyl windows at the existing County Services Building located at 107 West South Street, Bishop, CA 93514. The existing exterior windows range in size from approximately 3'x 2' to 8'x 6'. This project will replace these existing energy inefficient aluminum framed single pane type exterior windows with new energy efficient, dual-pane, Low E, vinyl-frame windows with insect screens. This project is funded as part of the Environmental Public Benefit Fund (EPBF) Grant received by the County of Inyo and administered by the Great Basin Unified Air Pollution Control District.

Three (3) bids for the County Services Building Window Replacement Project were received and opened on May 13, 2015, the Bid Tabulation result sheet is attached for review. These bids have been reviewed by County Counsel and have been deemed responsive to the bid documents. Country Glass Bishop provided the lowest bid of \$24,074.70, which was 4.7% above the Engineer's estimate of \$23,000. As mentioned, this project is part of the County of Inyo projects identified in the Environmental Public Benefit Fund grant and therefore, the Public Works Department is recommending that the Board award the bid to Country Glass Bishop in a total contract amount of \$24,074.70. There is sufficient funding within the EPBF Grant budget and Deferred Maintenance Budget to complete all of the work.

Inyo County's contracting preferences for Local and Small Business Enterprises (County Ordinance No. 1156) applies to the project however, no bidders submitted paperwork to claim these preferences.

ALTERNATIVES:

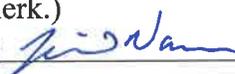
Your Board could choose to not award the contract to Country Glass Bishop and re-bid the project. This is not recommended as the low bid price for the project is within 5% of the Engineer's Estimate and the project work will improve the energy efficiency of this County building.

OTHER AGENCY INVOLVEMENT:

- County Counsel's Office for review of the bid documents and approval of the contract.
- The Auditor's Office for approval of the contract and payments to the contractor.
- The Public Works Department for contract administration.

FINANCING:

The project will be funded from \$20,300 in the amended FY 2014/15 Great Basin Unified Air Pollution Control District - EPBF Grant - Budget Unit 610189 - Object Code ~~5191~~ ⁶¹⁰⁰ (Maintenance of Structures), and the balance from the FY 2014/2015 Deferred Maintenance - Budget Unit 011501, Object Code 5191 (Maintenance of Structures).

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></u> Date <u>6/2/15</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>6/3/2015</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)  Date: 6/3/15

C O N T R A C T
for the
COUNTY SERVICES BUILDING WINDOW REPLACEMENT PROJECT

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "Owner"), and COUNTRY GLASS BISHOP (herein "CONTRACTOR"), for the construction of the **COUNTY SERVICES BUILDING WINDOW REPLACEMENT PROJECT** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Contract Documents within the Time for Completion set forth in the Contract Documents, for:

Title: COUNTY SERVICES BUILDING WINDOW REPLACEMENT PROJECT

2. For the performance of all such work, COUNTY shall pay to CONTRACTOR the total amount bid by CONTRACTOR for said Work: _____
Twenty Four Thousand Seventy Four and 70/100
dollars (\$24,074.70), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

3. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other Contract Documents, as described in **Section 1070.04, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated March, 1997, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

5. This Contract, including the Contract Documents and all other documents, which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof.

6. Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates", in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

CONTRACT
for the
COUNTY SERVICES BUILDING WINDOW REPLACEMENT PROJECT

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: _____

Name: _____

Title: _____

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

CONTRACTOR

_____ Country Glass Bishop _____

By: _____

Name: _____

Title: _____

Dated: _____

Taxpayer's Identification or
Social Security Number:

APPROVED AS TO INSURANCE
REQUIREMENTS:

_____ County Risk Manager _____

COUNTY OF INYO BID TABULATION

Project Title & Bid No. South Street Building ^{Window} Replacement Project

Bid Opening Date: 5-13-15 Location: County Admin Center

	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bond
1.	Penguins Construction	\$167,000 ⁰⁰			✓
2.	Painting & Bleach	\$34,700 ⁰⁰			✓
3.	Country Glass	\$24,074. ⁷⁰			✓
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: Pat Lunsally

Present: Jeff Ahlstrom





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 19

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

FROM: Sheriff William Lutze

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Approval of MOU between Inyo & Plumas Counties

DEPARTMENTAL RECOMMENDATION: Request Board approve a Memorandum of Understanding between the County of Inyo and Plumas County for Investigative Services for the period of June 9, 2015 to June 30, 2020, and authorize the Chairperson to sign, contingent upon Board's adoption of future budgets, and contingent on obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Plumas County Sheriff's Office has requested the services for specialized Internal Investigations expertise of Inyo County Sheriff's Office personnel for a complex administrative investigation of Plumas County personnel. Due to the anticipated extensive time and complexity required for this investigation and for the purposes of reciprocity, both offices desire to enter into this agreement to financially reimburse the County of Inyo for all costs, including "fully loaded" labor costs and expenses related to this investigation. Should such services be requested from the County of Inyo to Plumas County, the same terms and conditions would be applicable per this agreement.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's office

FINANCING: This agreement would actually bring in revenue which would help offset the salary of the Investigative Deputy for time spent for work done for the MOU. This revenue would be deposited into Sheriff Safety Budget 022710, Object Code 4599 Other Agencies. Should we require the services of Plumas County, we would have to reimburse Plumas County under the terms and conditions of the MOU, which would be paid through the Sheriff General Budget 022700, Object Code 5265, Other Professional Services.

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.) mkw/s Approved: <u>yes</u> Date <u>5/27</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>5/27/2015</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: Juris L. Odumfe W. Lutze Date: 5/27/15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INYO AND PLUMAS COUNTIES
REGARDING INVESTIGATIVE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the COUNTY OF INYO, a political subdivision of the State of California ("INYO"), and the COUNTY OF PLUMAS, a political subdivision of the State of California ("PLUMAS"), who are collectively referred to as "the Parties" or "the Counties."

This MOU is made with reference to the following facts and circumstances:

- A. The sheriff's offices of the respective Counties have a duty and responsibility to investigate incidents relating to the respective sheriff's office's citizen complaints and/or violations of personnel policies or the sheriff's office's orders and directives. Such investigations are commonly referred to as "internal affairs investigations" or "IA investigations."
- B. Each of the Counties has personnel who have the necessary expertise to conduct IA investigations.
- C. Each of the Counties has a desire to utilize the services and expertise of personnel of the other county to conduct an internal affairs investigation where the factual circumstances may give rise to a conflict of interest or the appearance of a conflict of interest or bias if the investigation was conducted by the staff of the office where the factual circumstances occurred.
- D. INYO and PLUMAS desire to set forth their agreement by which personnel of one county will provide IA investigation services to the other county and the manner in which county providing the investigative services will be reimbursed by the county receiving the investigative services

The Parties agree as follows:

1. **Services Provided.** Each County may provide internal affairs investigative services to the other County upon request, on an as-needed basis as follow:
 - a. **Request:** The County desiring IA investigative services (the "Requesting County") shall make a written request to the other county (the "Investigating County"), providing a general description of the facts and circumstances to be investigated without disclosing confidential or privileged information. The Investigating County shall promptly determine whether or not the Investigating County is available to do the investigation as the agent of the Requesting County, and shall communicate its acceptance or declination, as the case may be, to Requesting County.

- b. **Conduct of the Investigation:** The Investigating County shall provide qualified personnel possessing the requisite skills and knowledge to conduct the requested investigation. The Investigating County shall perform the investigation for the Requesting County applying best practices consistent with applicable legal standards as though it were conducting its own internal affairs investigation. The Requesting County shall (a) fully cooperate in the investigation by all reasonable means possible; (b) promptly provide all documents and records upon request; and (c) make Requesting County personnel available for interview and consultation as may be necessary and convenient for the investigation. The Requesting County's county counsel office shall be available for legal consultation and advice by the Investigating County's personnel who are assigned to conduct the IA investigation.
- c. **Report:** A written report shall be prepared detailing the investigation and the findings as a result of the investigation. The original report and all materials and evidence gathered in the course of the IA investigation shall be provided to the Sheriff of the Requesting County. Copies of the report shall be simultaneously provided to the Requesting County's county counsel and human resources director.
- d. **Post-Investigation Availability:** The Investigating County's personnel who conducted the IA investigation will be available in the event of any resulting administrative or legal proceedings relating to the investigation or the subject matter of the investigation
2. **Compensation.** The Requesting County shall fully reimburse the Investigating County for time incurred by the Investigating County's personnel relating to the investigative services together with any related costs. "Time" includes the salary, benefits, payroll taxes, and other charges for the Investigating County's personnel so as to represent the "fully-loaded rate" of such personnel to the Investigating County. "Time" also includes "overtime" which is that time over and beyond straight time (40 hours per week) which may be required for the investigation. Such overtime may be incurred as a result of the investigating county personnel exceeding his/her regular employee work week hours (40 hours) directly related to his/her employer's primary needs. "Costs" include, but are not limited to, per diem for travel, meals and lodging, any other out-of pocket expenses reasonably necessary to the investigation or subsequent proceedings, together with "overhead" as determined by the county's cost plan. The Investigating County shall submit a monthly invoice to the Requesting County itemizing the time expended by for all employees involved in the investigation together with copies or receipts or other records evidencing the costs incurred. The Requesting County shall pay each invoice within twenty (20) days of presentation to the Auditor of the Investigating County.
3. **Term.** The term of this MOU shall be from _____, 2015, through _____, 20____, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate, this MOU by giving thirty (30) days written notice to the other party.

5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this MOU, insufficient funds are appropriated to make the payments called for by this MOU, this MOU shall be of no further force or effect. In this event, the Requesting County shall have no liability to pay any further funds whatsoever to the Investigating County or furnish any other consideration under this MOU and Investigating County shall not be obligated to perform any further services under this MOU. If funding for any fiscal year is reduced or deleted for the purposes of this program, either Party shall have the option to either cancel this MOU with no further liability incurring, or offer an amendment to reflect the reduced amount available to the program. The Parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Each party acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute, provided that the Requesting County shall pay all compensation then due to the Investigating County.
6. **Effect of Refusal of Board of Supervisors to Enter Into Agreement.** It is understood and agreed by the parties that this Agreement is subject to the review and approval of the Plumas County and Inyo County Boards of Supervisors. In the event that either of the Boards of Supervisors declines to enter into this agreement, then it is agreed that there is, in fact, no binding agreement, either written or oral, between the parties herein.
7. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties subject to paragraph 6. In enforcing this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
8. **Indemnification.** The Requesting County shall indemnify, defend, and hold the Investigating County and the personnel assigned to conduct the investigation harmless from and against any and all claims arising out of this MOU, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising there from. Such indemnification shall not apply to claims arising from conduct or omissions resulting from gross negligence or willful misconduct on the part of the Investigating County's personnel.
9. **Employment:** Nothing contained herein or in any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between the Requesting County and the Investigating County or relevant assigned personnel nor to allow the Requesting County to exercise discretion or control over the manner in which assigned personnel from the Investigating County perform the work or services that are the subject matter of this MOU. The assigned personnel of the Investigating County shall at all times be and remain exclusively the employee(s) of the Investigating County. Assigned personnel from the Investigating County will not represent him/herself to be nor hold her/himself out as an employee of the Requesting County. Assigned Personnel from the Investigating County do not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to employees of the Requesting County.



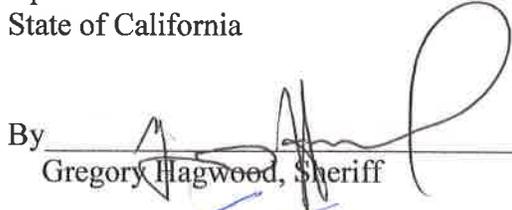
10. **Amendment.** This MOU may be amended at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. No alteration of the terms of this MOU shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
11. **Licenses and Permits.** Each party represents and warrants to the other party that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for it to perform its duties and obligations under this MOU. Each party represents and warrants to the other party that it shall, at its sole cost and expense, keep in effect at all times during the term of this MOU any licenses, permits, and approvals that are legally required for it or its principals to perform its duties and obligations under this MOU.
12. **Assignment.** Neither party may assign, subcontract, sublet, or transfer its interest in this MOU without the prior written consent of other party.
13. **Non-discrimination.** Each party agrees not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this MOU.
15. **Controlling Law Venue:** The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the Requesting County.
16. **Integration.** This MOU constitutes the entire understanding between the Parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. **Severability.** The invalidity of any provision of this MOU, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings.** The headings and captions contained in this MOU are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this MOU.
19. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Notice Addresses.** All notices under this MOU shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

<p>INYO COUNTY</p> <p>Inyo County Sheriff P.O. Drawer S Independence, CA 93526</p> <p>With a copy to:</p> <p>Inyo County Counsel 224 NO. Edwards, P.O. Box M Independence, CA 93526</p>	<p>PLUMAS COUNTY</p> <p>Gregory Hagwood, Plumas County Sheriff 1400 E. Main Quincy, CA 95971</p> <p>With a copy to:</p> <p>Plumas County Counsel 520 Main Street, Room 301 Quincy, CA 95971</p>
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21. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this MOU and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this MOU.

22. **Signatures:**

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed as of the date set forth below.

<p>COUNTY OF INYO, a political subdivision of the State of California</p> <p>By  William Lutz, Sheriff</p> <p>By _____ Matthew Kingsley, Chair Board of Supervisors</p> <p>Approved as to form:</p> <p>_____ Inyo County Counsel</p>	<p>COUNTY OF PLUMAS, a political subdivision of the State of California</p> <p>By  Gregory Hagwood, Sheriff</p> <p>By  Kevin Goss, Chair Board of Supervisors</p> <p>Approved as to form:</p> <p> Plumas County Counsel</p>
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[Z:\Contracts\MOU Plumas-Inyo SO-IA.doc]



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 20

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Request to hire a Social Worker and a Registered Nurse in the Adult Social Services division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A. the availability of funding for the requested positions exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- B. where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
- C. approve the hiring of one Social Worker II (Range 67, \$4,008 - \$4,865) and one Registered Nurse (Range 78, \$5,199 - \$6,319).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health and Human Services Adult Services division recently received a resignation from the IHSS Nurse, who accepted a position in our Behavioral Health division, which provides her the opportunity to provide more clinical services, as well as from a Social Worker, who is relocating in order to address family medical issues. The Social Workers in this division are responsible for performing investigation and case management duties in our Adult Protective Services (APS) program; investigating referrals for Lanterman-Petris-Short Act (LPS) Conservatorships; acting in the capacity of Deputy Conservator for those individuals conserved under the LPS provisions; and providing coverage for the In Home Supportive Services (IHSS) program in the absence of the IHSS nurse. The IHSS Nurse, who has primary responsibility for our IHSS program, conducting assessments and reassessments under regulatory guidelines, also provides support to our APS social workers as needed in the assessment of medical issues of persons referred to the APS program for investigation of possible neglect or abuse.

The Adult Services division provides an important safety net for our vulnerable adult populations and ensures the availability of a continuum of services to meet the needs of our aging, disabled and mentally ill populations. HHS is respectfully requesting authorization to fill both the social worker and nurse vacancies.

ALTERNATIVES:

Denying this request would result in the existing staff person additional caseloads, placing them at risk of inadvertent, compromised safety decisions on behalf of elder and dependent adults due to increased workloads, as well as being at risk of not being able to meet regulatory guidelines.

OTHER AGENCY INVOLVEMENT:

Superior Court, ESAAA/I.C. GOLD, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris,

Sheriff's Office, ESAAA Ombudsman, Senior Legal Services, Life Remedies and Celebrations, Pioneer Home Health, Bishop Police Department and District Attorney.

FINANCING:

State and Federal funding, along with Social Services Realignment and 2011 Realignment funds will pay for these positions. These positions are budgeted in Social Services (055800) in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</u>	
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 Board Clerk.)</i> N/A Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>6/1/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: _____

DEPARTMENT HEAD SIGNATURE: Jean Turner Date: 5-2-15
(Not to be signed until all approvals are received)



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: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Extension of Existing Contract With CAEHA to Provide Environmental Health Inspection Services

DEPARTMENTAL RECOMMENDATION:

Request Board approve a contract amendment to the contract between the County of Inyo and the California Association of Environmental Health Administrators (CAEHA), as represented by Jason Boetzer and John Elkins, to provide services required to operate the Inyo County Certified Unified Program Agency (CUPA) program, and authorize the Chairperson to sign. The proposed contract modification will (1) raise the maximum contract amount from \$50,000 to \$98,000, (2) extend the contract end date from the current June 31, 2015 to December 31, 2015, and (3) add Matthew Poole to the list of CAEHA representatives as a CUPA inspector.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Board of Supervisors approved, on July 1, 2014, a six month contract between the County of Inyo and the CAEHA for environmental health inspection services, in an amount not to exceed \$33,000, for the period of July 1, 2014 through December 31, 2014. Due to the inability to hire a CUPA staff person, a contract extension was proposed and approved by the Board of Supervisors on December 16, 2014. The contract was extended to June 30, 2015. On April 14, 2015 the Board approved a second modification to this contract, increasing the not to exceed contract amount from \$33,000 to \$50,000. As the CUPA position has still not been filled, a third contract modification is proposed to extend the contract through the first half of Fiscal Year 2015/16, expiring on December 31, 2015, and increasing the not to exceed contract amount of this contract to \$98,000. This will provide resources to allow the contractors to continue to perform CUPA related duties in Inyo County through the first half of Fiscal Year 2015/2016. In the event that a longterm CUPA manager is brought onboard by Inyo County, then this contract may be terminated at that time.

As a CUPA, Environmental Health is required to provide certified inspection services on set schedules. There are approximately 105 inspections that need to be conducted annually. Failure to do these inspections may jeopardize our ability to keep the program.

ALTERNATIVES:

Do not modify the contract and instead allow the contract to end and terminate the CUPA inspection services. This will result in the Inyo County CUPA not meeting it's inspection requirements and other CUPA related obligations.

OTHER AGENCY INVOLVEMENT:

CAEHA

FINANCING:

Environmental Health's requested 2015/16 budget includes \$48,000 for this contract modification. Funding is already in place through the receipt in June, 2014 of a two year Underground Storage Tank (UST) grant of approximately \$95,000 provided by CalEPA. The approved grant budget includes \$48,000 to be utilized in Fiscal Year 2015/2016, the second (final) year of this two year contract. In addition, Inyo County Environmental Health receives an annual rural county CUPA grant of \$60,000. It should be noted that termination of this contract for FY 15/16, in addition to not having a CUPA staffperson, will significantly reduce the County's expenses in operating the CUPA program, and will not allow us to have access to the \$48,000 remaining in the already approved UST grant for the second year (Fy 15/16) of the grant period.

APPROVALS

<p>COUNTY COUNSEL:</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i></p> <p><i>Julie Langley</i> Approved: <input checked="" type="checkbox"/> Date <u>5-18-15</u></p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p><i>[Signature]</i> Approved: <u>yes</u> Date <u>5/20/2015</u></p>
<p>PERSONNEL DIRECTOR:</p>	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p><i>[Signature]</i> Approved: <input checked="" type="checkbox"/> Date <u>5/21/15</u></p>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Morgan Moberg

Date: 5/21/15

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATOR
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Jason Boetzer and John Elkins of CAEHA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2014, on County of Inyo Standard Contract No. 116, for the term from July 1, 2014 to June 30, 2015.

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:

- (1) "Contractor" to be redefined to include Matthew Poole as third CAEHA representative.
- (2) The ending date for the term of this contract is changed from June 30, 2015 to December 31, 2015.
- (3) Paragraph D of the contract is amended to state "The total sum of all payments made by the County to the Contractor for services and work performed under this agreement shall not exceed ninety eight thousand dollars (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 9, 2015.

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

AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
CA ASSOCIATION OF ENVIRONMENTAL HEALTH ADMINISTRATOR
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]
Signature

JUSTIN MAWAN

Type or Print

Dated: 5/26/2015

APPROVED AS TO FORM AND LEGALITY:

[Signature] 5-26-15
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
27

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

FROM: Marvin Moskowitz, Environmental Health Services Director

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Board resolution authorizing the submittal of the Local Enforcement Agency grant applications for the period of July 1, 2015 through June 30, 2020.

DEPARTMENTAL RECOMMENDATION:

The Board should adopt the attached resolution authorizing the submittal of the Local Enforcement Agency (LEA) grant applications, for funding of an estimated amount of \$17,800.00 per fiscal year, to the California Department of Resources, Recycling and Recovery (CalRecycle) and authorize the Director of Environmental Health Services to execute, in the name of Inyo County, all necessary applications, agreements, and amendments for the purposes of securing LEA grant funds for use in implementing the grant project.

CAO RECOMMENDATION:

Board Approval per Department Recommendation

SUMMARY DISCUSSION:

The Inyo County Environmental Health Services Department is designated by the CalRecycle as the Local Enforcement Agency. The CalRecycle has previously awarded approximately \$17,800 annually to the Environmental Health Services Department to fund the inspections and regulatory activities of the solid waste program within Inyo County. This five year resolution will replace Inyo County Resolution No. 2010-16, which was adopted for the same purpose on April 13, 2010 and will expire on June 30, 2015.

ALTERNATIVES:

Revert back to annual resolutions.

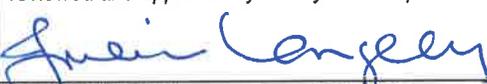
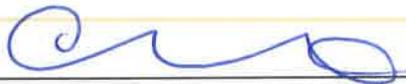
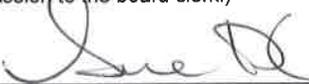
Do not pass the resolution causing forfeiture of the funding for the solid waste program.

OTHER AGENCY INVOLVEMENT:

California Department of Resources, Recycling and Recovery, and the Office of Inyo County Integrated Waste Management

FINANCING:

100% by the California Department of Resources, Recycling and Recovery

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 5/15/15
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 5/20/15
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 5/21/15

DEPARTMENT HEAD SIGNATURE:  Date: 5/21/15
(Not to be signed until all approvals are received)

Resolution No. _____

**A RESOLUTION OF THE
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE SUBMITTAL OF THE LOCAL ENFORCEMENT AGENCY
GRANT APPLICATION**

Whereas, the Inyo County Board of supervisors, acting pursuant to its authority under Public Resources Code section 43202, has designated the Inyo County Department of Environmental Health Services as the Local Enforcement Agency for purposes of implementing and enforcing State laws pertaining to solid waste in the County; and

Whereas, the State legislature, via the Public Resources Code section 43230 has required the California Department of Resources, Recycling and Recovery to make grants available to local enforcement agencies to assist them in the conducting of a program of permitting and inspecting solid waste facilities; and

Whereas, it would be beneficial to the County to receive grant funds from the State of California pursuant to Public Resources Code 43230 to partially defray the costs incurred by the County in fulfilling the mandates of State law regarding permitting and inspection of solid waste facilities in the County; and

Whereas, funds totaling \$1.5 million dollars have been established pursuant to Public Resources Code Section 43230, and are available from the California Department of Resources, Recycling and Recovery Account for grants to Local Enforcement Agencies to support solid waste facilities permit and inspections;

Now, therefore, it be resolved that the Inyo County Board of Supervisors authorizes the submittal of grant applications to the California Department of Resources, Recycling and Recovery for Local Enforcement Agency Grants for the period of July 1, 2015 through June 30, 2020;

Be it further resolved that the Director of the Inyo County Department of Environmental Health Services, or his/her designee is hereby authorized and empowered to execute in the name of the County of Inyo all necessary applications, contracts, agreements, payment requests and amendments for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant application.

Passed and Adopted by the Inyo County Board of Supervisors this 9th day of June, 2015, by the following vote of the Board of Supervisors:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest: Kevin Carunchio

Clerk of the Board

Chairperson, Inyo County Board of Supervisors

By: _____

Patricia Gunsolley, Assistant

Resolution No. 2010-16

**A RESOLUTION OF THE
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE SUBMITTAL OF THE LOCAL ENFORCEMENT
AGENCY GRANT APPLICATION**

Whereas, the Inyo County Board of Supervisors, acting pursuant to its authority under Public Resources Code section 43202, has designated the Inyo County Department of Environmental Health Services as the Local Enforcement Agency for purposes of implementing and enforcing state laws pertaining to solid waste in the County; and

Whereas, the State legislature, via the Public Resources Code section 43230 has required the California Department of Resources, Recycling and Recovery to make grants available to local enforcement agencies to assist them in the conducting of a program of permitting and inspecting solid waste facilities; and

Whereas, it would be beneficial to the County to receive grant funds from the State of California pursuant to Public Resources Code 43230 to partially defray the costs incurred by the County in fulfilling the mandates of State law regarding permitting and inspection of solid waste facilities in the County; and

Whereas, funds totaling \$ 1.5 million dollars have been established pursuant to Public Resources Code Section 43230, and are available from the California Department of Resources, Recycling and Recovery Account for grants to Local Enforcement Agencies to support solid waste facilities permit and inspection;

Now, therefore, be it resolved that the Inyo County Board of Supervisors authorizes the submittals of grant applications to the California Department of Resources, Recycling and Recovery for Local Enforcement Agency Grants for the period of July 1, 2010 through June 30, 2015;

Be it further resolved that the Director of the Inyo County Department of Environmental Health Services, or his/her designee is hereby authorized and empowered to execute in the name of the County of Inyo all necessary applications, contracts, agreement, payment requests and amendments for the purposes of securing grant funds and to implement and carry out the purposes specified in the grant applications.

Passed and Adopted by the Inyo County Board of Supervisors this 13th day of April, 2010, by the following vote of the Board of Supervisors:

AYES:	Supervisors Arcularius, Cash, Brown, Fortney and Cervantes
NOES:	-0-
ABSENT:	-0-
ABSTAIN:	-0-

Attest: *KEVIN CARUNCHIO*
Clerk of the Board

Richard Cervantes
Chairperson, Inyo County Board of Supervisors

By: *Patricia Gunsolley*
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 23

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: June 9, 2015

SUBJECT: Inyo National Forest Plan Update

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision recreation section.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating the INF Plan.¹ Staff is working with Forest Service staff in developing the Plan, and regularly reports on recent activities. On June 2, 2015 staff brought a memo (Attachment A) that was prepared for the Inyo Forest Supervisor discussing the County's reaction to changes in the way recreation was going to be addressed in the Plan update. Staff also provided a table that showed a comparison of the specific alternatives and how they addressed recreation from November 2014 and May 2015. The difference in the way recreation is currently being addressed in the alternatives has been conveyed to planning staff by Forest Service staff and is not specifically addressed in detail in the table. Your Board requested time to read and understand the materials from June 2 and for staff to come back for further discussion and clarification.

Staff's concern is with the limitations of using only biological and visual resources as the framework for sustainable recreation as they were told during it would be at meeting with Forest staff. This leaves out many other important factors such as socio-economic and cultural impacts. The Forest Service listed three spheres that frame sustainability in their 2010 'A Framework for Sustainable Recreation' (Attachment B). These spheres included: environmental, social and economic. It appears that environmental is now the only sphere that frames sustainable recreation in the Forest planning efforts.

Staff is also concerned that the apparent new direction of the recreation element is not appropriately addressing potential increases in users over time. Instead of planning for growth in users the Plan will use current budgetary constraints to guide recreation planning. Instead of planning for the potential need for enhancements or new facilities the plan with focus on shifting between facilities/places based on use, and with the idea that users will change their behaviors and use the Forests at different times and/or seasons that will spread any increases in users out more evenly.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

¹ Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.

<u>APPROVALS</u>	
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 board clerk.)</i>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)


_____ Date: 6/4/15

- Attachments:
A: Memo to Inyo National Forest Supervisor
B: A Framework for Sustainable Recreation

Attachment A



Planning Department
168 North Edwards Street
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Phone: (760) 878-0263
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E-Mail: inyoplanning@inyocounty.us

To: Ed Armenta, Forest Supervisor

From: Joshua Hart, AICP, Planning Director

Date: June 1, 2015

CC: Board of Supervisors, County Administrator, County Counsel, Public Works Director, Regional Forester, Forest Service Regional Planning Team, Forest Planner

Re: Inyo National Forest Plan Update/Revision – Recreation

Initially, I was heartened by the Forest Service's approach to recreation in the Notice of Intent and preliminary alternative discussions for the Inyo National Forest Plan Update/Revision. As you know, recreation is a critical component of the local economies, and cultures, of the communities that surround the forests and should be emphasized in the Forest Plan Update/Revision. We believe according to the Planning Rule, consistent with the Multiple-Use Sustained-Yield Act of 1960, the Forest Service manages its lands to sustain the multiple uses of its renewable resources in perpetuity while maintaining the long-term health and productivity. We believe that a sustainable environment includes these concepts, and working to enhance recreation is critical to the long-term health of the Forest. Discussions late last year and earlier this year seemed to be leading towards an open dialogue about trade-offs regarding these issues to assist in the Forest Service's final decision-making.

Recently, however, I have become concerned that the Forest Service's evolving approach to recreation may be narrowing. I now understand that there will not be any significant difference between the alternatives relative to recreation and that scenery and biological management will be guide the Plan's approach to recreation. While I believe that these latter concepts are important to Forest Planning, I also believe that enhancements to sustainable recreation should be considered. I agree that many Forest visitors are sensitive to scenic and biological resources, but I believe that some minor trade-offs may be acceptable to enhance recreation. Furthermore, improved recreation resources will be attractive to many, who may not notice any minor changes to scenery or biota to accommodate these enhancements. For example, it is possible that many existing and potential future users desire a place to go where they can camp, have a fire, cook over an

open fire, and have water and restroom facilities. The fact that the demographic in the United States has shifted to an older and more ethnically diverse population should also be considered, as it could mean more conveniences will be desired by Forest users. Some users may think more is better, even if it means the scenery is changed slightly.

The alternatives should include variations to recreation, and I had hoped that the alternatives would explore varied approaches to developed and dispersed recreation (as presented in the November 2014 Table Comparing the Alternatives) to facilitate a discussion about how to accommodate increasing visitors in light of constrained budgets and trade-offs with other Forest resources. I now understand that there will not be any significant differences between the alternatives to study in the Environmental Impact Statement, contrary to previous portrayals as described in the attached matrix. I find this alarming as this will constrain meaningful public dialogue about this issue which is of such importance to the local community. As you aware, there are many areas of the Forest that see limited human activity, and I believe that enhancing developed facilities in a small fraction of these areas could result in significant positive local socioeconomic effects with minimal or no significant impacts to scenic or biological resources, particularly in light of the new Wilderness areas being studied in Inyo County. Similarly, enhanced dispersed recreation opportunities could build upon an existing recreational industry particularly important to Inyo County.

In our recent discussions, we were informed that the Plan would limit itself to existing trends in budgets and resources. I agree that it is important to recognize these constraints, but I also believe that the Plan should include reasonable enhancements that could occur if such resources were augmented. In particular, as the County has previously indicated, partnering with local volunteer organizations and public-private partnerships should be considered in the Forest Plan Update to enhance the Forest's ability to implement the Plan and local socioeconomic well-being.

In addition, it would seem appropriate that considering tradeoffs within the various elements of the plan should be part of the planning process. Without knowing the details, intuitively, it appears there will be a shift in resources to change fire management.

I was also informed that increased demand will be accommodated through a more even distribution of the use. I also understand that it is assumed that expansion of recreational facilities is not anticipated as that would be more of a project level decision. I am concerned that as long as the plan is drafted with a philosophy of no expansion and accommodating increased demand through more even distribution of use the results will be a plan which makes expansion of recreational opportunities and expansion to serve the growing demand significantly more difficult. The philosophy of accommodating increased demand through more even distribution of use requires a change in the culture of the users. More likely scenarios are that capacity will cap use and lack of capacity will lead to more unplanned camp sites being developed by campers creating more environmental damage than planning for it would have and more enforcement issues.

Thank you again for your continued commitment to working with local communities on the Forest Plan Update/Revision.

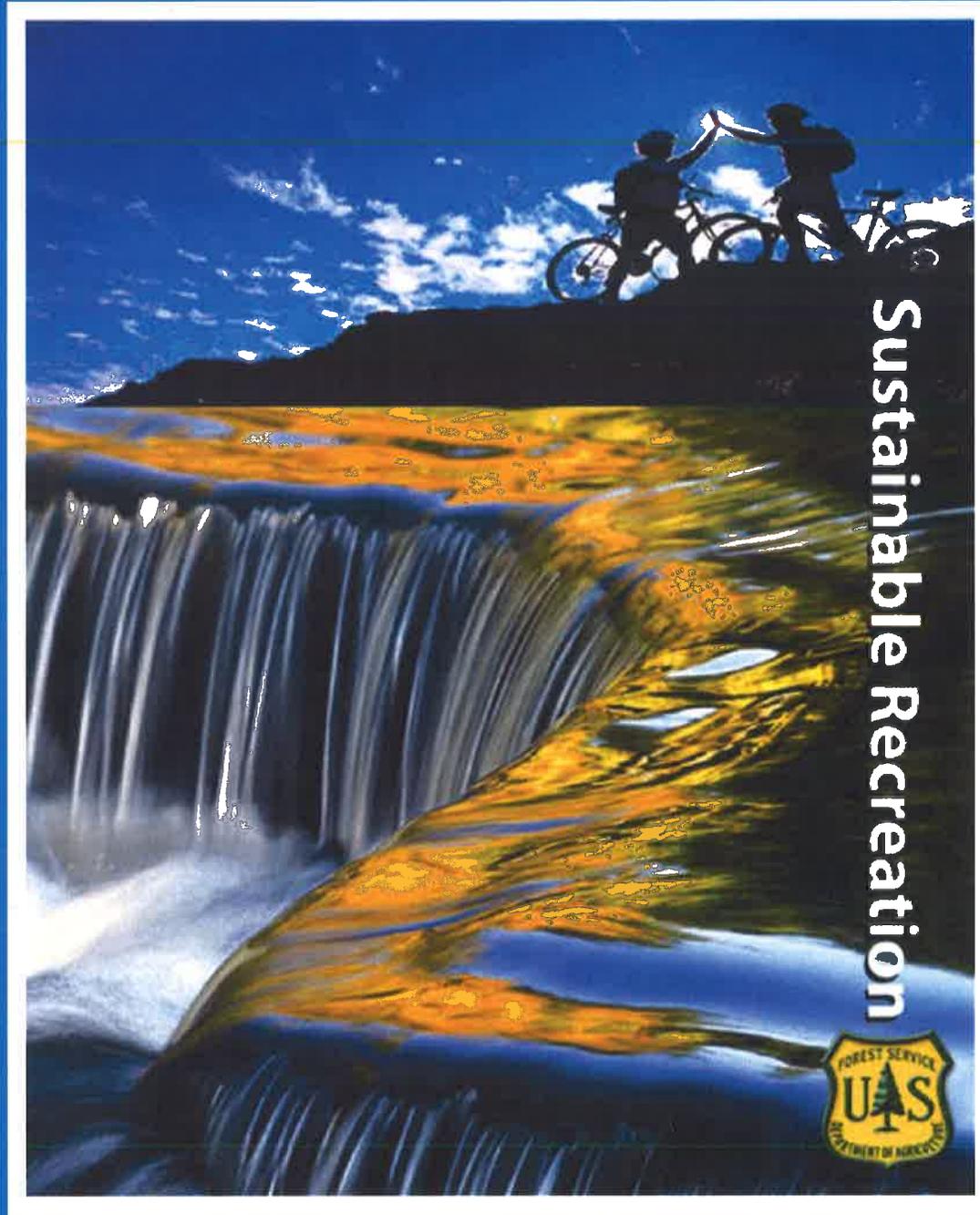
Joshua Hart, AICP, Planning Director

Please contact me at (760) 878-0263 or jhart@inyocounty.us to discuss further.

~~Attachment~~

Attachment B

*Connecting People with America's Great Outdoors:
A Framework for Sustainable Recreation*



*United States Forest Service, USDA
Recreation, Heritage and Volunteer Resources*

June 25, 2010

Connecting People with America's Great Outdoors: A Framework for Sustainable Recreation

"Renewing Body and Spirit, Inspiring Passion for the Land"

"Perhaps the rebuilding of the body and spirit is the greatest service derivable from our forests, for what worth are material things if we lose the character and quality of people that are the soul of America."

Arthur Carhart

The National Forests and Grasslands provide the greatest diversity of outdoor recreation opportunities in the world, connecting people with nature in an unmatched variety of settings, activities and traditional beliefs. People hike, bike, ride horses, and drive off-highway vehicles. They picnic, camp, hunt, fish, enjoy recreational shooting and navigate waterways. They view wildlife and scenery, and explore historic places. They glide through powder at world class alpine resorts and challenge themselves on primitive cross-country ski or snowmobile routes.

Outdoor recreation is fun -- and so much more. It provides physical challenge, requires development of life-long skills, provokes interest and inquiry, and inspires wonder, respect and awe of the natural world. Recreation thereby contributes greatly to the physical, mental, and spiritual health of individuals, bonds family and friends, instills pride in their heritage, and provides economic benefits to communities, regions, and the nation. Indeed, outdoor recreation has become an essential part of American culture.

Outdoor recreation activities occur in many places across the American landscape, outside of the National Forest System. They take place in neighborhoods, undeveloped woodlots and streams, city parks, county open spaces, state lands, Indian Country and a vast array of federal lands. For many, unstructured play in such places is their introduction to the natural world, a beginning point for engaging in a healthy outdoor lifestyle.

In the same way, participation in recreational activities is the way that most Americans come to know their National Forests and Grasslands, making it an important portal for understanding their meaning, history, and relevance, and that of public lands as a whole.

A History of Innovation and Growth

In 1919, the Forest Service employed its first recreation professional, Arthur Carhart, a landscape architect. He was a true pioneer, contributing greatly to the development of the concepts or idea of wilderness and developing the first planned recreation facility through a partnership with the City of Pueblo, Colorado.

Since that time, Forest Service employees, guided by recreation professionals and researchers, have continued to advance the science and practice of outdoor recreation and land management with such innovations as the Scenery Management System, the Recreation Opportunity Spectrum, the National Forest Scenic Byway system, and the Limits of Acceptable Change management system.

Recently, the agency has developed more refined business practices to promote accountability and the optimal use of operations funding, capital investment, and partners' contributions. These have included Infra, Meaningful Measures, the National Visitor Use Monitoring system, and Recreation Facility Analysis. Additionally, the Built Environment Image Guide, accessibility guides, and new travel management regulations have been developed to improve the quality of settings and the range of opportunities for all Americans, and to respond to the threat of unmanaged recreation.

The last 90 years have prepared us well to respond to the challenges of today and the future ... but only if we continue the tradition of adapting, changing, and innovating. The coming decade leading to the centennial of Arthur Carhart's employment gives us an opportunity to build on that legacy as a foundation for the next century of excellence in Forest Service recreation management. We must now begin with a strong sense of urgency and a single minded determination to embrace the needed changes to achieve our mission.

Recreation Challenges Today

The **benefits** to American society that outdoor recreation provides **are needed more today than ever** before:

- America spends \$2 trillion dollars on crisis medical health care. Overweight, obesity, and physical inactivity are major risk factors for chronic diseases such as diabetes, cardiovascular disease, and cancer. ***Physical activity is an integral part of a healthy lifestyle, and outdoor recreation is the natural solution – a disease prevention solution – and part of the nation's existing wellness infrastructure.***
- The economic base of many communities is shifting as industries consolidate and relocate, and service and experience businesses rely on outdoor recreation for their customers and as quality of life attractions for employees.
- Population growth and land development demand more environmental services from a decreasing and fragmented land base, yet people become less familiar with, and respectful of, natural landscapes and historic sites every year.
- The increasingly urbanized and technology focused American population, including children, is losing touch with the contributions of public lands to the basic resources that affect their lives. Americans sense of place and national identity can be enhanced by experiencing historic sites and landscapes that represent the abundant natural and cultural heritage of the nation.

At the same time, there are **unprecedented challenges** to providing quality recreation:

- Demographic shifts and lifestyle changes have greatly affected demand for recreation on National Forests and Grasslands. With 80% of our population living in cities, our country is the most urban it has ever been. For many, the only exposure to the natural environment is what they see on television and computer screens. Others find our existing recreation facilities and programs not in line with their cultural traditions.
- Growth of retiree communities and other population shifts have created population centers close to many public lands. This has resulted in many of our forests being

enjoyed as regional and municipal parks adding additional strain on visitor facilities, services, and natural settings.

- The condition of our recreation and heritage assets has steadily diminished, resulting in a ballooning backlog of maintenance needs for recreation facilities, trails, and roads.
- Unmanaged recreation has contributed to degraded recreation settings, damaged heritage sites, unacceptable resource impacts, and conflicts between users.
- National economic conditions and mounting financial demands underscore the inadequacy of traditional funding sources to meet growing needs, yet user fees and private sector involvement to deliver services remain controversial to some.

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## A Framework for Sustainable Recreation

The growing challenge of sustaining outdoor recreation opportunities requires a clear national vision and a bold strategy to meet the environmental, social, and economic needs of present and future generations. We can no longer manage as we have in the past. Any course we choose cannot depend solely on appropriated funding to meet our constituents' needs.

The strategy presented below will help us unite diverse interests, create and strengthen partnerships, focus scarce resources on mission-driven priorities, connect recreation benefits to communities, provide for changing urban populations, and most importantly, sustain and expand the benefits to America that quality recreation opportunities provide.

**The USDA Forest Service Mission:** *“To sustain the health, diversity, and productivity of the Nation’s forests and grasslands to meet the needs of present and future generations.”*

The agency mission, one of sustainability, provides the foundation for the Recreation, Heritage, and Volunteer programs.

### **Our Vision ... “Renewing Body and Spirit, Inspiring Passion for the Land”**

*We provide recreation on treasured lands that brings health and vitality to individuals and communities and showcases our country’s natural abundance. Recreation on the National Forests and Grasslands invokes feelings of connection to the natural world and inspires responsibility to care for it.*

### **Guiding Principles for our mission and vision:**

- **Connecting people with their natural and cultural heritage** is a vital thread in the fabric of society. It contributes to the American identity and reminds people of the resources that sustain life – water, soil, food, and fiber. Moreover, **recreation is the portal** for understanding and caring for natural resources and public lands. It provides opportunities and motivation to advance from fun and attraction, through awareness, education and understanding, to a role of citizen stewardship – one of “giving back” and supporting sustained management of natural resources.

- **Recreational activity in the great outdoors promotes healthy lifestyles.** Combined with good nutrition, it contributes to improved physical, mental, and spiritual health, and a shift away from treating illness toward creating wellness.
- **Sustainability underlies all program decisions.** In order to sustain the benefits of outdoor recreation for present and future generations, the recreation program must address and work toward a sustainable balance among the three spheres of environmental, social, and economic conditions.
- **Community engagement is essential** for creating a sustainable recreation program. Our role is to serve as planners, facilitators, conveners, and collaborators, tapping the enormous energy and creativity of people in communities that care for and benefit from public lands, including both the private and public sectors.
- **National Forests and Grasslands are part of a larger landscape** that includes: other public lands; open spaces at the local, state, and federal level; tribal lands; working farms and ranches, and; towns and cities. Respecting and cultivating the relationships across all lands and communities is necessary to strengthen the health and vitality of each.
- **The Recreation program is integrated into the larger agency mission.** By working together with other program areas to integrate program goals and service delivery, we maximize our contribution by connecting programs, people, and landscapes. .

## Our Goals

Building on the foundation of the Mission, Vision, and Guiding Principles, we will strive to:

- **Provide** a diverse range of quality natural and cultural resource based recreation opportunities in partnership with people and communities.
- **Protect** the natural, cultural, and scenic environment for present and future generations to enjoy.
- **Partner** with public and private recreation benefit providers that together we meet public needs and expectations.
- **Perform** and plan by implementing systems and processes to ensure: effective decisions, sound investments, and accountability; collaborative approaches to integrated solutions across the landscape; and enhanced professionalism of our workforce.

## Our Areas of Focus

***“The vast possibilities of our great future will become realities only if we make ourselves responsible for that future.” Gifford Pinchot***

By focusing on the three spheres that frame sustainability - environmental, social, and economic – the recreation program can significantly contribute to the agency’s overall mission. **In the most profound sense, we will not achieve the agency’s mission without sustainable recreation and tourism.** The following ten focus areas comprise high leverage actions that will help us achieve sustainable recreation programs on every national forest and grassland by 2019, the centennial of managed recreation in the Forest Service.

## **I. Restore and Adapt Recreation Settings**

- Through integrated research, analysis, planning, and quality design, we will restore the condition and function of our recreation facilities and settings, expanding and adapting them to reflect the diversity of cultures, abilities, family structure, and activities in our ever-changing society.
- Recreation settings that have been impacted by declining ecosystem health, wildfire, and inappropriate use will be restored to improve the quality of outdoor experiences. Unmanaged recreation will be resolved through a planned and properly designed network of roads, trails, and facilities, combined with educated citizen stewardship and partnerships, as well as field presence to provide quality recreation experiences while reducing the impacts of visitor use on the landscape.
- Focused acquisition of rights-of-way and conservation easements will enhance access to recreation settings while protecting the scenery and sense of place that make each recreation setting special.

## **II. Implement “Green” Operations**

- The recreation and tourism program will reduce its environmental footprint and serve as a model for our visitors and other providers by incorporating sustainable travel industry best practices; “green technology” for facility and trail construction; and environmental management systems in all aspects of our operations.
- We will interpret the connection between our agency mission and our green operations, as well as citizens’ roles in sustainability.
- We will share knowledge, skills, and best management practices among a broad network of practitioners, educators, and partners.

## **III. Enhance Communities**

We will develop and implement, a place-based recreation planning model using collaborative processes to work with communities and other outdoor recreation and tourism providers within our regional destination areas.

- Together with our communities and stakeholders, we will develop a common vision and define potential roles to sustain the economic and quality of life benefits of recreation and tourism assets within these destinations.
- Included will be shared infrastructure development, delivery of information, and provision of recreation services that addresses connections of urban areas and rural communities to the scenic attractions, historic places, and recreation opportunities of the National Forests and Grasslands.
- Community and state parks, other federal and tribal lands, and local open space lands will be evaluated for connections with National Forest System lands as well as for their own contributions, existing and potential, for meeting the outdoor recreation and tourism demands for the area.

Along with the communities and stakeholders, we will jointly identify economic development and investment options to carry out the common vision.

#### **IV. Invest in Special Places**

The National Forest System designations include: 6 National Monuments, 19 National Recreation Areas, 11 National Scenic Areas, 6 National Scenic and Historic Trails, Grey Towers National Historic Site, and 22 National Historic Landmarks. These areas were designated by Congress to recognize their unique natural, scenic, or cultural resources and their outstanding opportunities for outdoor recreation.

- We will make strategic investments and leverage existing and future external partnerships for additional resources and funding to help sustain and feature these high value treasured landscapes and sites.
- We will showcase these special places in multiple media (including our national reservation service) by emphasizing their recreational, educational, and tourism benefits to demonstrate premier natural resource based tourism and recreation management.
- We will evaluate other areas within the National Forest System that have outstanding recreational, scenic, historic, or other values of high attractiveness for designation and management as special areas.

#### **V. Forge Strategic Partnerships**

Strategic partnerships are vital to providing sustainable recreation experiences.

- We will cultivate coalitions of recreation interest groups that will help provide recreational experiences, service activities, and environmental education for youth and adults that promote fitness, appreciation of nature and history, and citizen stewardship.
- We will seek opportunities to expand the demographic diversity of our recreation visitors by strengthening relationships with new partners and non-traditional users.
- We will streamline our partnership processes and increase our capacity to engage and support partners. These actions will contribute to the long term sustainability and relevance to society of natural and cultural landscapes.

#### **VI. Promote Citizen Stewardship**

With over 173.4 million visitors to National Forests and Grasslands each year and an additional 300 million driving through, recreation provides an exceptional conduit not just for connecting people to nature – but for enhancing their understanding of their natural and cultural environment and catalyzing their participation in caring for it.

- We will cultivate the energy, enthusiasm, and skills of private and nonprofit sector partners and volunteers to provide services and connect people to the land.

We will inspire passion for the land and develop a lifelong commitment to caring for it through interpretive services programs and exhibits, conservation education, and outdoor ethics programs that strive to make personal connections to our resources resulting in stewardship.

#### **VII. Know Our Visitors, Community Stakeholders, and Other Recreation Providers**

Increased recreation use and interest in history and the natural world demand that managers know their current and potential visitors to anticipate demand, foresee impacts, and take proactive management actions that create inviting recreation environments that instill respect for natural and cultural resources. To effectively position our recreation program within our market destination areas, we will need to utilize market research, visitor use information from a variety of sources, and continuous engagement of community stakeholders and regional recreation providers.

- We will continuously adapt our visitor use monitoring system and work closely with Research and Development to stay current with demographic shifts, changing values and demands, data sources, new technologies, and management tools.
- We will continuously seek to improve our community participation and collaboration skills using the latest research to build long lasting partnerships and working relationships to move together toward sustainable conditions.

### **VIII. Provide the Right Information**

Today, people expect credible, accurate, and effective information in seconds.

- We will invest in consolidating and improving our external recreation information systems with an emphasis on quality, consistency, accessibility and convenience.
- We will improve our capacity to use emerging social media technology to better connect with diverse users and cultures.
- An internal recreation managers' web toolbox will be developed and maintained as a first level resource for policy and process guidance. This toolbox will be designed for the employee to get current and specific information about all recreation programs to assist in day-to-day work.

### **IX. Develop a Sustainable Financial Foundation**

The Recreation program cannot deliver sustainable environmental, social, and economic conditions if it is not built upon a sustainable financial foundation. It is unlikely that appropriated funds will ever meet the total program need for providing excellent recreation opportunities while protecting the land. Program delivery will be balanced on a base of appropriated funds through expanded capacity by utilizing user fees, volunteers, private providers, and partners in the nonprofit sector.

- We will develop a holistic program analysis model to evaluate our infrastructure investments and program costs. Those costs will be considered alongside available resources such as appropriations, fee revenue, partnerships, volunteers, and other service provider options to seek a sustainable and integrated base for the program.
- Proposed new development investments and program improvements will be evaluated along with the capacity to sustain existing ones. The gap between program needs and available resources will be identified along with options for closing the gap.
- We will seek opportunities for further integration of programs, databases, processes, and funding with other associated resource staff areas such as: Heritage; Wilderness

and Wild & Scenic Rivers; Watershed, Fish, & Wildlife; Engineering; Conservation Education; and information management; among others.

## **X. Develop Our Workforce**

Our current organization, both in numbers and in expertise, is not well positioned to address this strategy. Capacity to respond to numerous partnership opportunities is limited, and field presence is minimal.

- In addition to the need to replenish, train, and develop the existing array of skills in our workforce, employee skills are needed to engage in collaborative planning processes with communities as well as to better build and administer partnerships and business relationships.
- We will recruit, retain, train, and develop needed skills and leverage our talented employees across the organization, transcending program and geographic boundaries.
- Our workforce will better represent the populations we serve.

## **Conclusion**

Despite changes in population and fluctuations in visitor patterns, it is obvious that outdoor recreation on the National Forests and Grasslands is a traditional part of the American way of life, and will remain so in the years ahead. There are numerous challenges to providing quality recreation experiences and tourism opportunities while protecting the land. But, through the strength of our partnerships and increased performance of all our employees and systems, we can meet these challenges of a sustainable future for the benefit of American society. The actions spelled out here will move us toward that meaningful goal, so please join us in:

***“Renewing Body & Spirit, Inspiring Passion for the Land”***



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 24

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

**FROM:** Recycling and Waste Management/Public Works

**FOR THE BOARD MEETING OF:** June 2<sup>9</sup>, 2015

**SUBJECT:** Bishop-Sunland Landfill Gas Extraction System Installation Project

**DEPARTMENTAL RECOMMENDATION:**

1. Recommend the Board approve plans and specifications for the Bishop-Sunland Landfill Gas Extraction System Installation Project; and,
2. Authorize the Public Works Director to Advertise and Bid the project.

**SUMMARY DISCUSSION:**

The Lahontan Regional Water Quality Control Board has issued a Corrective Action that requires the County to remediate low level volatile organic compounds found in the groundwater beneath the Bishop-Sunland Landfill. The installation of two gas-extraction wells has been determined to be the most cost effective method of removing impacts to the groundwater. Professional Engineers with experience in landfill groundwater remediation designed a system that involves drilling two (2) gas extraction wells in the Bishop-Sunland Landfill.

**ALTERNATIVES:**

Not approve the plans, specifications, and advertisement of the project. This is not recommended as this project is approved to help meet the Water Board Corrective Action Requirement.

**OTHER AGENCY INVOLVEMENT:**

County Counsel, Auditor,

**FINANCING:**

The cost of installing the gas wells will be paid from the Inyo Recycling and Waste Management Program budget - 045700, object code: Professional and Special Services - 5265.

| <b><u>APPROVALS</u></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.)<br><i>[Signature]</i> Approved: <input checked="" type="checkbox"/> Date <u>5-20-15</u> |
| AUDITOR/CONTROLLER:     | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><i>[Signature]</i> Approved: <u>yes</u> Date <u>5/22/2015</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.)<br>Approved: _____ Date _____                                                                                     |

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)

*[Signature: Richard J. Kline]*  
*[Signature: Cathy Davis]*

Date: 5/27/15  
5/28/15



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
25

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

**FROM: Parks and Recreation**

**FOR THE BOARD MEETING OF: June 9, 2015**

**SUBJECT: Water Conservation Regulations and Plan for Parks and Campgrounds**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board review the water conservation plan for parks and campgrounds and provide staff with direction.

**SUMMARY DISCUSSION:**

On May 5, 2015 the State Water Control Board adopted drought emergency water conservation regulations. These regulations will remain in effect, at least, through February 2016. They can reasonably be expected to continue beyond that date if there is not a substantial improvement in the state water situation. It is the intent of the regulations to prevent waste and unreasonable use of water and to further promote conservation.

These regulations are far-reaching and affect nearly every home, business and government entity in the state. The goal is to achieve a statewide 25% reduction in potable water usage. Several of the regulations apply directly to Inyo County Park and campground operations.

The County is required to reduce water usage by 25% compared to last year on a month by month basis. In addition to being required to meet the usage goal, specific applicable conservation regulations prohibit the following:

- (a) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots or structures; and
- (b) The application of potable water to driveways and sidewalks; and
- (c) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system; and
- (d) The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall.

For the most part these regulations reinforce good, every day water conservation practices. In order to comply with these regulations the following plan is being implemented in the Parks and Recreation Department:

- Staff has and will continue to adjust sprinklers in order to avoid unnecessary and wasteful runoff.
- Efforts will be made to shut down sprinkling systems in the event of a measurable rain event.
- When possible, sprinklers will be changed to allow for more efficient water delivery to trees.
- The amount of sprinkling at each facility will be reduced by at least 25%.

It should be noted that the consequences may be significant for Inyo County as a result of compliance with the regulations. In most instances we will cut down on the number of days that we water. We will also shorten the watering times when practical. We do not have drought resistant turf and our irrigation systems were not designed for extreme conditions. Unless we experience an uncharacteristically cool summer, it is likely that there will be brown lawns.

Staff will give young trees personal attention by hand watering if necessary. Despite our best efforts, however, it is possible that some plants will be stressed beyond their ability to recover. Eventually, any lost plants will be replaced when conditions warrant. It will be the recommendation that drought resistant plants and grasses be used.

By taking these actions we will be in compliance with the state regulations and expect to reduce water consumption by over 25%. Unless directed by your Board or until there is a change in the regulations, no further action is contemplated at this time. It is recommended that your Board review this plan and provide direction if any other measures are desired to enhance compliance.

**ALTERNATIVES:**

Noncompliance is not an alternative, however, your Board may choose to further limit water consumption. Replacement of turf with drought resistant alternatives is not budgeted nor recommended at this time given the uncertainty of available water.

**FINANCING:**

Short-term there should be cost reductions from using less water. There will also be a reduced demand for mowing possibly lowering costs for seasonal workers. In the long term there may be significant costs to the County. If plants are lost there will be costs for the removal of dead plants and replacement costs affecting future budgets.

| <b><u>APPROVALS</u></b> |                                                                                                                                                                                                              |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 board clerk.)</i><br><br>Approved: _____ Date _____ |
| AUDITOR/CONTROLLER:     | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i><br><br>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 board clerk.)</i><br><br>Approved: _____ Date _____                           |

**DEPARTMENT HEAD SIGNATURE:**  Date: 5/29/15  
 (Not to be signed until all approvals are received)  
 (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**  
26

- Consent Hearing  
 Scheduled Time for 10:30 a.m.
- Departmental  
 Closed Session
- Correspondence Action  
 Informational
- Public

**FROM:** HEALTH & HUMAN SERVICES – Emergency Medical Services

**FOR THE BOARD MEETING OF:** June 9, 2015

**SUBJECT:** Emergency Medical Services

**DEPARTMENTAL RECOMMENDATION:**

Recommend Board receive a presentation from staff of the Inland Counties Emergency Medical Authority (ICEMA) regarding the proposed Request for Proposals (RFPs) for Emergency Medical Services (EMS) providers to cover five of Inyo County Exclusive Operating Areas (EOAs), including EOA 1 (Bishop), EOA 4 (Lone Pine), EOA 5 (Olancho), EOA 6 (Little Lake), and EOA 7 (Panamint Valley); and consider recommending the EMS Governing Board approve the RFPs for Inyo County Exclusive Operating Areas.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Under a Joint Powers Agreement (JPA) with Mono and San Bernardino Counties, Inyo's "local emergency medical services (EMS) agency" is the Inland Counties Emergency Medical Authority (ICEMA). ICEMA's governing board is the San Bernardino County Board of Supervisors. ICEMA staff ensures compliance with requirements from the California Emergency Medical Services Authority (EMSA) and provides oversight of ambulance services in Inyo County.

Current contracts for certain EOAs are expiring and a Request for Proposal (RFP) process is required to move forward with the next contractual period for the five named EOAs. ICEMA previously agreed to present to the Inyo Board a draft RFP for final input before releasing the RFP for potential bidders.

These RFPs come to you after two prior workshops with your Board earlier in this fiscal year, during which much public comment was received. Subsequently, the Inyo Board provided direction to ICEMA staff to guide the development of the RFPs, and such guidance was included in the final draft.

**ALTERNATIVES:**

Board could choose not to recommend approval and ask for modifications to the RFPs.

**OTHER AGENCY INVOLVEMENT:**

ICEMA, local ambulance providers, Mono County, San Bernardino County, California EMS Authority

**FINANCING:**

There is no funding involved in this action.

**APPROVALS**

|                            |                                                                                                                                                                                                                      |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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><br><br>Approved: _____ Date: _____ |
| <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><br><br>Approved: _____ Date: _____                              |
| <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><br><br>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><br><br>Approved: _____ Date: _____                                              |

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 Date: 6-4-15

THIS DOCUMENT IS PRESENTED FOR ILLUSTRATIVE PURPOSES ONLY. RFPS FOR EOAS 1,  
4, 5, 6 AND 7 ARE SIMILAR, EXCEPT FOR MAPS



**Request for Proposal No. \_\_\_**  
**EMS 9-1-1**  
**Inyo County**  
**Exclusive Operating Area (EOA) 1**  
**Ground Emergency Medical (Ambulance)**  
**Transportation**

**Inland Counties Emergency Medical Agency**  
**1425 South D Street**  
**San Bernardino, CA 92415-0060**  
Date \_\_\_\_\_

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**DRAFT**

I. **INTRODUCTION**

A. **Solicitation Language**

ePro

Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted and re-submitted by the Contractor at the time prior to the scheduled deadline for submission of the proposal or bid.

Paper responses will also be accepted at the location identified in the solicitation, by mail or in person to the address listed in Section I, Paragraph F and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

B. **Purpose**

The Inland Counties Emergency Medical Agency, hereafter referred to as the "ICEMA", is seeking individual or combined proposals from interested and qualified Proposers to provide ground emergency medical (ambulance) transportation at advanced life support (ALS), basic life support (BLS) and specialty care transportation (SCT) levels of service for Exclusive Operating Area (EOA) 1, within ICEMA's Inyo County region.

C. **Term of Contract**

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV - Scope of Work. The Contract period will be for an eight (8) year period beginning on \_\_\_\_\_ through \_\_\_\_\_, with the option to extend two (2) additional one (1) year terms.

D. **Minimum Proposer Requirements**

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
2. Be independent providers with no ties to any providers listed in the "Scope of Work" section of this document (Section IV).
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Proposer shall provide, as an attachment to the proposal, audited financial statements from a Federal or State licensed financial institution authorized to conduct business in California, and if applicable, annual reports to shareholders (last five years) and SEC 10K, 10Q, 8K (most recent 4 quarters) forms. In addition, Proposer shall provide most recent

credit rating from each rating agency that has issued a rating for Proposer within the last 120 days (from date of submission).

6. Proposer must be able to demonstrate the ability to provide EMS service as described in the Scope of Work (Section IV) through either three (3) years' experience or other means as determined satisfactory by ICEMA.
7. Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer's abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials on Attachment E.
8. Meet other presentation and participation requirements listed in this RFP.

**E. Questions**

Questions regarding the contents of this RFP must be submitted in writing on or **before time \_\_\_\_\_ and date \_\_\_\_\_** and directed to the individual listed in Section I, Paragraph F - Correspondence. All questions will be answered and both the question and answer will be posted on ICEMA's website.

**F. Correspondence**

All correspondence, **including proposals and questions**, are to be submitted to:

ICEMA  
Attn: George Stone  
1425 South D Street  
San Bernardino, CA 92415-0060  
(909) 388-5823 Phone  
(909) 388-5850 Fax  
George.Stone@cao.sbcounty.gov E-mail

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

**G. Admonition to Proposers**

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E - Questions.

**H. Proposal Submission Deadline**

Proposals or bids must be received no later than **TIME \_\_\_\_\_, DATE \_\_\_\_\_**. Postmarks will not be accepted in lieu of actual receipt. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.

**II. PROPOSAL TIMELINE**

|                                      |               |
|--------------------------------------|---------------|
| Release of RFP                       | Date          |
| Deadline for Submission of Questions | Time and Date |
| Deadline for Proposals               | Time and Date |
| Tentative Date for Awarding Contract | Date          |

### III. PROPOSAL CONDITIONS

#### A. Contingencies

This RFP does not commit ICEMA to award a contract. ICEMA reserves the right to accept or reject any or all proposals if ICEMA determines it is in the best interest of ICEMA to do so. ICEMA will notify all Proposers in writing, if ICEMA rejects all proposals. ICEMA also reserves the right to terminate this RFP process at any time.

#### B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within 180 days after the proposal opening and up to the end of the contract period. ICEMA reserves the right to reject any or all proposals.

#### C. Best Value Evaluation Process

ICEMA realizes that conditions other than cost are important and will award contract(s) based on the proposal that best meets the needs of ICEMA, Inyo County, and its citizens. While cost may not be the primary factor in the evaluation process, it is an important factor.

ICEMA is not obligated to accept the lowest cost proposal. At ICEMA's discretion, considerations other than cost may factor into a decision as to which services provide the best value to ICEMA, Inyo County, and its citizens. Such considerations may include:

- Levels of service and system design proposed
- Relevant experience
- Past performance
- Environmental considerations
- Cost of service(s) provided
- Financial resources available to Proposer
- Financial (credit) rating of Proposer
- Any other relevant factors listed in the solicitation

#### D. Modifications

ICEMA reserves the right to issue addenda or amendments to this RFP if ICEMA considers that additional clarifications are needed.

#### E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

#### F. Incurred Costs

ICEMA is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposer's responsibility.

#### G. Negotiations

ICEMA may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

#### H. Formal Contract

Proposer will be required to enter into a formal agreement with ICEMA. This RFP sets forth some of the general provisions which will be included in the Contract (Exhibit 4 - Sample Contract). In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and ICEMA agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment C - Exceptions to RFP.

**I. Confidential Information**

All proposals, bids and materials submitted become property of ICEMA. All proposals/bids received are subject to the "California Public Records Act". While ICEMA takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

**J. Final Authority**

The final authority to award contracts as a result of this RFP requires recommendation by the Board of Supervisors of the Inyo County with final authority resting with ICEMA's Board of Directors.

**K. Pricing Discrepancy**

In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

**Please do not include any additional information that is not required by this Request for Proposal.**

**IV. SCOPE OF WORK**

**A. Background**

Inyo County is situated on the eastern side of the Sierra Nevada range, encompasses 10,226.98 square miles of California. It is the site of both the highest point in the Continental US (Mount Whitney) and the lowest point (Death Valley). It has a population of 18,467 (2013 estimate) residences and a significant visitor population which travel to and through Inyo County utilizing US Highway 395 and State Highway 190 through Death Valley National Park.

Inyo County's EMS ground emergency medical (ambulance) transportation system is divided into nine (9) separate exclusive operating areas (EOAs) (see EXHIBIT 1). ICEMA seeks proposal for EOA 1 (EXHIBIT 2 and 3) for 9-1-1, 7-digit, and interfacility (IFT) ground emergency medical (ambulance) transportation services.

**B. Exclusive Operating Areas (EOAs)**

Proposals are being sought for EOA 1 of Inyo County's designated emergency ambulance exclusive operating areas, which may be bid individually or collectively.

- EOA 1 - Bishop
  - North - County Line, Hwy 395
  - South - Keough's Road, Hwy 395
  - East - Mono County Line, Hwy 6
  - West - Roads end
  - 9:59, 29:59 and 99:59 response zones (see Exhibit 3)

**C. Specific Requirements**

1. Proposals are for emergency 9-1-1, 7-digit, and IFTs for ALS, BLS and SCT levels of ground emergency medical (ambulance) transportation service. ICEMA will contract with one or more public or private providers to provide this service. Contractor shall be required to respond to all emergency medical calls within EOA 1 when requested by an ICEMA authorized medical dispatch center and all ground emergency medical (ambulance) transportation requests (IFT, private party, etc.). ICEMA reserves the right to enter into separate transport contracts with EMS aircraft provider(s). Notwithstanding any other provision of this RFP, ICEMA may allow air transport of patients when such transport is deemed to be medically in the best interest of the patient(s).
2. Successful Bidder shall also provide standby services at the scene of an emergency incident within its stated EOA when directed by Inyo County's Medical Dispatch Center

(ICEMA's designated communications dispatch center(s)) or upon request of a public safety agency. A ground ambulance placed on standby shall remain on standby unless requested to respond to a 9-1-1 call by ICEMA's designated communications dispatch center(s).

3. Successful Bidder understands and agrees, that performance shall be evaluated monthly and annually by ICEMA and/or their designee to include a report that shall be submitted to ICEMA and Inyo County's Emergency Medical Care Committee (EMCC). This report shall be included in the EMCC's report to Inyo County's Board of Supervisors. The following at a minimum shall be included:
  - a. Response time performance
  - b. Clinical encounter data
  - c. System enhancements
  - d. Provider challenges as may exist
  - e. Clinical/technology issues

**D. Response Time Standards and Compliance Requirements**

1. Contractor shall be contractually responsible for meeting the performance metrics and standards as specifically identified in this RFP, Proposer's proposal and as further clarified in Contractor's contract with ICEMA.

It is ICEMA's goal of 100% on-time response time compliance. ICEMA recognizes that due to geographical and economic considerations and constraints this may not always be achievable, however; ICEMA remains committed to response time compliance at or near 100%.

2. It is the expectation of ICEMA, that performance standards included in proposal, are minimum obtainable performance metrics and that those standards shall be met consistently without failure.
3. ICEMA response time standards require emergency ambulance response within 9:59 minutes of receipt of call for responses within the designated urban areas, within 29:59 minutes in designated rural areas, and 99:59 minutes in designated wilderness areas as identified in Exhibit 2 and 3.
4. If applicable, Contractor shall submit a monthly report of the previous month's response time performance as provided for in Contractor's contract and as included in Exhibit 4 - Sample Contract.

**E. Ambulance Service Delivery Plan (SDP)**

1. Proposals shall include a deployment plan that identifies work schedules, station locations, posting locations, and move up information that satisfactorily demonstrates Proposer's ability to meet response time performance requirements.

Proposer's SDP shall outline BLS, ALS and SCT resources to be deployed:

- a. By hour of the day, day of the week, week of the month, month of the year schedule.
- b. By level of service proposed (by response time zone, sub-zone, etc.).
- c. Must provide specific plan for handling multiple 9-1-1 calls for service within EOA and/or multiple EOAs. This plan must include whether Proposer will provide on-call personnel and backup equipment "Second out", or mutual aid services. Additionally, Proposer must provide costs associated with "Second out" resources for each EOA bid.
- d. Where Proposer believes that ALS cannot be provided on a 24/7/365 schedule, or where ALS units would not be deployed due to financial realities, Proposer

must explain why and demonstrate an adequate alternative response model and level of response.

2. Due to the rural/wilderness makeup of a large part of Inyo County, its diverse geography and low community density, Proposers are encouraged to develop and present innovative delivery systems in which to provide EMS assessment and emergency ambulance transportation which meet response time minimums, provides for financial sustainability of Proposer's operations, and addresses impacts expected upon full implementation of the Affordable Care Act (ACA). ICEMA invites Proposers to propose alternative delivery systems for BLS/ALS transport within State Regulations that provides cost savings and maintains or strengthens revenue streams for providers within the proposed EOA(s).
3. Successful Bidder's resources for emergency medical response under the terms of this RFP shall be dispatched only within Contractor's assigned EOA, or as directed by the ICEMA's designated communications dispatch center(s) (Mutual Aid, Auto Aid, etc.), or in compliance with established ICEMA's Policies and Protocols.
4. Successful Bidder is required to respond to all emergency 9-1-1 requests with lights and sirens (Code 3) unless otherwise directed by ICEMA's designated communications dispatch center(s).

**F. Vehicles**

1. Proposal shall provide exact specifications of ambulance, response vehicles, and support vehicles as proposed in RFP submitted to include:
  - a. Make (Ford, Chevy, Dodge, Sprinter, etc.)
  - b. Year (model year and date of manufacture)
  - c. Model (manufacturer's model)
  - d. Type (ambulance I, II, or III), (engine, brush engine, truck, squad, utility vehicle, etc.)
  - e. Drive (2WD, 4WD, SRW, DRW)
  - f. Weight (empty VW), (rated GRWV), (light duty, medium duty, heavy duty)
2. Proposer agrees to provide all responding and support vehicles with communications equipment to ensure interoperability as currently exist and may change from time to time.
3. Proposal submissions shall include Proposer's vehicle and equipment maintenance program(s) which demonstrate Proposer's ability to provide safe, clean, and reliable vehicles for patients and EMS personnel.
4. Proposer shall demonstrate compliance with ambulance vehicle standards as identified in Title XIII, California Code of Regulation and California Vehicle Code.

**G. Equipment and Supplies**

Required equipment and supplies shall comply with ICEMA Reference #7010 - BLS/LALS/ALS Standard Drug & Equipment List, as it exists now or may change from time to time.

Proposer may propose modifications to ICEMA Reference #7010 - BLS/LALS/ALS Standard Drug & Equipment List, if such modifications are reasonable and appropriate for innovated response asset being proposed and as identified in SDP.

**H. Personnel**

1. Successful Bidder shall be required to:
  - a. Offer employment in substantially similar positions to all incumbent personnel who are qualified, insurable, pass drug testing, pass DOJ Live Scan and background checks, and any specific job requirements.
  - b. Incumbent workforce shall retain their original hire date for purposes of seniority, bidding shifts and benefits.
  - c. Wage and benefit program shall be comparable to existing programs.
  - d. In compliance with ICEMA Reference #1090 - Criminal History Background Checks (Live Scan), any EMT and A-EMT will be required to Live Scan for ICEMA.
2. ICEMA requires ALS ambulances be staffed with one (1) ICEMA accredited/California licensed Emergency Medical Technician - Paramedic (EMT-P) and one (1) certified Emergency Medical Technician (EMT) field personnel. BLS ambulances shall be staffed with two (2) California certified EMTs.
3. Proposer shall provide copy of its current critical incident stress debriefing procedure for its employees. Procedures shall be submitted as an attachment to the proposal.
4. Proposer shall submit its procedure to provide advice and assistance to employees with drug and/or alcohol related problems.
5. Proposer acknowledges that if awarded, it is the Contractor's responsibility to ensure that all EMS personnel are appropriately credentialed to respond to emergency medical request in compliance with ICEMA policies, State rules and regulations, and Federal laws, as they may apply.
6. Successful Bidder shall provide personnel with equipment necessary to provide protection from illness or injury when responding to an emergency medical request and/or during anytime in the continuum of care, treatment and transport.

**I. Records, Reports and Reporting**

1. By submitting a proposal, proposer agrees to comply with ICEMA policies and procedures regarding submission of records, data, reports, etc. Proposer further agrees that requested information will be submitted in the form and/or format as may be required by ICEMA now or as may change from time to time.
2. By submitting a proposal, proposer further agrees to utilize and comply with ICEMA's data system including ePCR, and submission requirements as they now exist or may change from time to time.

**J. Training and Continuing Education**

Proposer shall submit their program for assuring field personnel are prepared to respond on emergency requests through orientation, in-service training and continuing education (CE). This program shall comply with any ICEMA requirements as they exist now or may change time to time, and linked with and responsive to Contractor's Quality Improvement Plan.

**K. Quality Improvement (QI) Plan**

1. Proposer shall submit proposed QI Plan as an attachment to the proposal which demonstrates compliance with ICEMA's current Quality Improvement Plan.
2. Successful Bidder shall participate in system related QI activities.
3. Proposer shall identify an individual as responsible for overall coordination of local QI program. This individual shall have specialized training, knowledge, and/or previous

successful experience in preparation in QI principles/techniques to oversee this program.

**L. Dispatch**

Response to 9-1-1 and/or 7-digit requests for emergency response shall be dispatched through ICEMA's designated communications dispatch center(s) as they exist now and may change from time to time. Contractor shall pay a fee equal to or less than the actual cost of providing dispatch services. Contractor shall enter into a contract with ICEMA's designated communications dispatch center(s) for the purpose of formalizing costs and contractual services to be provided.

If Proposer elects to provide secondary dispatch of ICEMA's designated communications dispatch center(s) requests to responding field units and assume direct responsibility for the management of dispatch, Proposer must submit a copy of proposed dispatch program including but not limited to the following:

1. Employment of required dispatch personnel.
  - a. Organizational chart
  - b. Title and duties of positions
  - c. Salary ranges
2. Provision of computer aided dispatch (CAD) system and automated vehicle location (AVL) system, once implemented by ICEMA's designated communications dispatch center(s).
  - a. Brand and model number of CAD
  - b. Capabilities (modules utilized)
  - c. Ability and plans to "link"

**M. Administrative and Operations**

1. Proposer shall describe management/organizational structure that shall be established to administer/oversee emergency ambulance operations as proposed in response to this RFP. Proposer shall describe how the authorized individual requirement will be met.
2. Proposer shall demonstrate how it will provide Field Supervision necessary to oversee and provide support to responding field personnel, their experience, and duties/authority.

**N. Financial Information**

**1. Financial Viability**

Proposer must demonstrate the financial capability, sustainability, and collectability to satisfy ICEMA as to Proposer's overall financial strength and viability. If applicable, Proposer agrees to maintain separate financial records for its Inyo County EMS operation(s) in accordance with generally accepted accounting principles (GAAP). All records shall be made available for onsite review and inspection upon request by ICEMA. ICEMA retains the right, with reasonable notification, to examine and/or request an audit of records. Any audit request by ICEMA, or their designee, shall be carried out by a Certified Public Accountant (CPA) of ICEMA's choosing and reasonable charges paid for by Proposer/Contractor.

**2. Compensation Related Provisions**

**a. Maximum Pricing Requirements**

Contractor of one or more EOAs shall receive income from patient charges. Contractor shall comply with fee schedules and rates negotiated with ICEMA. A schedule of billable charges shall be submitted for approval by ICEMA prior to implementation. Proposer shall agree to comply with rates established by ICEMA.

- b. **Replacement and Charges for Billable Medical Supplies**  
Contractor of one or more EOAs shall be responsible for restocking ambulances with consumable medical supplies. Any increases in patient charges shall be approved by ICEMA. Patient increases shall be approved in writing by ICEMA at least 30 days prior to implementation.

3. **Billing and Accounts Receivables**

Proposer shall demonstrate a billing and accounts receivable system that is well documented, auditable, Medicare, MediCal compliant, and meets industry standards. This system shall minimize effort required of patients to recover from third party payer sources for which they may be eligible. The billing system shall:

- a. Include a process for partial payment forgiveness, based on a methodology approved by ICEMA.
- b. Proposer shall provide examples of proposed bill, collection notices, in house and/or collection agency telephone protocols and mailers, acceptance of assignment for third party administrator(s) (TPA).
- c. Proposed system for resolving disputes.
- d. Identify computer system (including software) used for billing.
- e. Interface with ICEMA's ePCR data system.
- f. Automatically generate Medicare and MediCal statements.
- g. Itemize all billed items on patient bills
- h. Usual and Customary base rate.
- i. Additional proposed charges (mileage, oxygen, wait time, night charge, etc.).
- j. Be compliant with all International Classification of Diseases (ICD) ICD-9/10 requirements.
- k. Other information relevant that will assist in evaluating proposal.

V. **CONTRACT REQUIREMENTS**

A. **General**

1. **Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. **Iran Contracting Act of 2010**

**(Applicable for all RFP/Bids of one million dollars (\$1,000,000) or more).** In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

3. **Representation of ICEMA**

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

4. **Contractor Primary Contact**  
Contractor will designate an individual to serve as the primary point of contact for the Contract/MOU. Contractor or designee must respond to ICEMA inquires within two (2) business days. Contractor shall not change the primary contact without written notification and acceptance by ICEMA. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
5. **ICEMA Representative**  
ICEMA's EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by ICEMA. ICEMA's Board of Directors must approve all amendments to this Contract.
6. **Change of Address**  
Contractor shall notify ICEMA in writing of any change in mailing address within ten (10) business days of the change.
7. **Subcontracting**  
Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.
8. **Contract Assignability**  
Without the prior written consent of ICEMA, the Contract is not assignable by Contractor either in whole or in part.
9. **Contract Amendments**  
Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and ICEMA.
10. **Duration of Terms**  
This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
11. **Time of the Essence**  
Time is of the essence in performance of this Contract and of each of its provisions.
12. **Strict Performance**  
Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
13. **Mutual Covenants**  
The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

14. **Contract Exclusivity**  
Although Contractor is provided exclusive ground emergency medical (ambulance) transportation exclusivity, ICEMA does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work under the terms of this Contract.
15. **Termination for Convenience**  
ICEMA for its convenience may terminate this Contract in whole or in part upon 180-calendar day's written notice. Upon receipt of termination notice, Contractor shall promptly discontinue services unless the notice directs otherwise.
16. **Attorney Fees and Costs**  
If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third party legal action against a party hereto and payable under Section V, Paragraph B - Indemnification and Insurance Requirements.
17. **Choice of Law**  
This Contract shall be governed by and construed according to the laws of the State of California.
18. **ICEMA Representative**  
The ICEMA EMS Administrator, or designee, shall represent ICEMA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. ICEMA's Board of Directors must approve all amendments to this Contract.
19. **Venue**  
The venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
20. **Licenses, Permits, and/or Certifications**  
Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify ICEMA immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this Contract.
21. **Prevailing Wage Laws (if applicable)**  
By its execution of this Contract, Proposer certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work."

If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold ICEMA, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

22. **Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify ICEMA within one (1) working day, in writing and by telephone.

23. **ICEMA Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

24. **Conflict of Interest and Political Reform Act Obligations**

Contractor shall make all reasonable efforts to ensure that no ICEMA officer or employee, Inyo County officer or employee, whose position in Inyo County or ICEMA enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

During the term of this Contract Contractor shall not act as a Contractor or perform services of any kind for any person or entity whose interests' conflict in any way with those of the County of Inyo, County of San Bernardino and/or ICEMA. Contractor shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Contractor shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before ICEMA in which the Contractor has a financial interest as defined in Government Code Section 87103, Contractor represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County of Inyo, County of San Bernardino and/or ICEMA.

"Contractor" means an individual who, pursuant to a contract with a state or local agency:

- a. Makes a governmental decision whether to:
  - 1) Approve a rate, rule or regulation;
  - 2) Adopt or enforce a law;
  - 3) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - 4) Authorize Inyo County, San Bernardino County and/or ICEMA to enter into, modify, or renew a contract provided it is the type of contract that requires Inyo County, San Bernardino County and/or ICEMA approval;
  - 5) Grant Inyo County, San Bernardino County and/or ICEMA approval to a contract that requires Inyo County, San Bernardino County and/or ICEMA approval and to which the Inyo County, San Bernardino County is a party, or to the specifications for such a contract;
  - 6) Grant Inyo County, San Bernardino County and/or ICEMA approval to a plan, design, report, study, or similar item;
  - 7) Adopt, or grant Inyo County, San Bernardino County and/or ICEMA approval of, policies, standards, or guidelines for the Inyo County, San Bernardino County, or for any subdivision thereof; or
- b. Serves in a staff capacity with ICEMA and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for ICEMA that would otherwise be performed by an individual holding a position specified in ICEMA's Conflict of Interest Code.

ICEMA has determined that the Contractor will not be "making a government decision" or "serving in a staff capacity" in the performance of its obligations under this Contract, and therefore no disclosure is required.

**25. Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this Contract.

ICEMA, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by an ICEMA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to ICEMA's EMS Administrator. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

**26. Employment of Former Inyo County, San Bernardino County or ICEMA Officials**

Contractor agrees to provide or has already provided information on former Inyo County, San Bernardino County or ICEMA administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Inyo County, San Bernardino County or ICEMA administrative officials who terminated Inyo County, San Bernardino County or ICEMA employment within the last five (5) years and who are now officers, principals, partners, associates, members or employees of proposer.

The information also includes the employment with or representation of Contractor. For purposes of this provision, "Inyo County, San Bernardino County or ICEMA administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer, Administrator or member of such officer's staff, ICEMA department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

27. **Improper Influence**

Proposer shall make all reasonable efforts to ensure that no individual, Inyo County, San Bernardino County, or ICEMA officer, or employee, whose current or previous position in Inyo County, San Bernardino County, or ICEMA enables him/her to influence on behalf of Proposer any award of the Contract or any competing offer or, shall have any direct or indirect financial interest resulting from the award of the Contract, or shall have any relationship to the Proposer or office or employee of the Proposer.

28. **Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, ICEMA determines that Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this Contract may be immediately terminated. If this Contract is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

29. **Inaccuracies or Misrepresentations**

If in the administration of a contract, ICEMA determines that Contractor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to ICEMA during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

30. **Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Contractor pursuant to this Contract shall be considered property of ICEMA (). All such items shall be delivered to ICEMA under the terms as outlined in Contractor's Contract, unless otherwise directed by ICEMA. Contractor may retain copies of such items.

31. **Copyright**

ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge ICEMA as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with ICEMA prior to publication.

32. **Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with ICEMA may be made or used without prior written approval of ICEMA.

33. **Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

34. **Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for ICEMA, on Inyo County property, or while using Inyo County or ICEMA equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for ICEMA on Inyo County property, or using Inyo County or ICEMA equipment, of ICEMA's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for ICEMA.

ICEMA may terminate for default or breach of this Contract and any other contract, the Contractor has with ICEMA, if the Contractor or Contractor's employees are determined by ICEMA not to be in compliance with above.

35. **Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within 24 hours, give notice thereof, including all relevant information with respect thereto, to the other party.

36. **Disclosure of Criminal and Civil Proceedings**

ICEMA reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last 10 years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's activities, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last 10 years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**37. Environmental Requirements**

In accordance with policies, ICEMA prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. ICEMA requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with ICEMA. The policy also requires Contractors to use both sides of paper sheets for reports submitted to ICEMA whenever practicable.

Although ICEMA has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Contractors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist ICEMA in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report ICEMA's environmentally preferable purchases using Attachment I. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their service to ICEMA.

**38. Employment Discrimination**

During the term of the Contract, Contractor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other application Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**39. Debarment and Suspension**

The Contractor certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as required by Executive Order 12549.

**40. Informal Dispute Resolution**

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each

other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

41. **Iran Contracting Act**

Iran Contracting Act of 2010, Public Contract Code sections 2200 et seq. (Applicable for all Agreements of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the Contract is signed, the Proposer signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202e engaging in investment activities in Iran described in subdivision (a) of the Public Contract Code section 2202.5 or as a person described in subdivision (b) of the Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing agreement, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

42. **Records**

Proposer shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Proposer's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

43. **American Recovery and Reinvestment Act Funding (ARRA)  
Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to ICEMA for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact ICEMA if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that ICEMA may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by ICEMA pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.uscontractorregistration.com> and may be required to have its subcontractors also register in the same database. Contractor must contact ICEMA with any questions regarding registration requirements.

#### **Schedule of Expenditure of Federal Awards**

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that ICEMA may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by ICEMA pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

#### **Whistleblower Protection**

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

44. **Personally Identifiable Information**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**B. Indemnification and Insurance Requirements**

1. **Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless Inyo County, its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and ICEMA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Inyo County, San Bernardino County and/or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to Inyo County's, San Bernardino County's and/or ICEMA's "active" as well as "passive" negligence but does not apply to Inyo County's, San Bernardino County's and/or ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

**Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County, its authorized officers, employees, agents and volunteers and ICEMA and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Inyo County, San Bernardino County and/or ICEMA to vicarious liability but shall allow coverage for ICEMA to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**Waiver of Subrogation Rights**

The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and/or ICEMA, its officers, employees, agents, volunteers, Contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against Inyo County, San Bernardino County and/or ICEMA.

**Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Inyo County, San Bernardino County and/or ICEMA.

**Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and Inyo County, San Bernardino County and/or ICEMA or between Inyo County, San Bernardino County and/or ICEMA and any other insured or additional insured under the policy.

**Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to ICEMA's department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without 30 days written notice to the department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of Insurance Carrier**

Unless otherwise approved by San Bernardino County's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

**Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by San Bernardino County's Risk Management.

**Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA has the right but not the obligation or duty to cancel the Contract. In addition, Inyo County or ICEMA may obtain insurance if either deems necessary and any premiums paid by Inyo County and/or ICEMA will be promptly reimbursed by the Contractor or Inyo County and/or ICEMA payments to the Contractor(s)/Applicant(s) will be reduced to pay for Inyo County and/or ICEMA purchased insurance.

**Insurance Review**

Insurance requirements are subject to periodic review by ICEMA. The San Bernardino County Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of Inyo County, San Bernardino County and/or ICEMA. In addition, if San Bernardino County's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Inyo County, San Bernardino County and/or ICEMA, inflation, or any other item reasonably related to Inyo County's, San Bernardino County's and/or ICEMA's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of Inyo County, San Bernardino County and/or ICEMA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Inyo County, San Bernardino County and/or ICEMA.

2. **Insurance Specifications**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**Workers' Compensation/Employers Liability**

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to ICEMA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by San Bernardino County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such providers are required to be covered by Workers' Compensation insurance.

**Commercial/General Liability Insurance**

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

**Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Professional Services Requirements**

**Professional Liability** - Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

**Errors and Omissions Liability Insurance** with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Contract completion.

**Cyber Liability Insurance**

Contractor, at its sole cost and expense, shall carry Cyber Liability Insurance, with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**Environmental Agreements**

In addition to the Basic Requirements/Specifications for all agreements, any agreement that involves the use handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements.

- a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the agreement project. The required additional insured endorsement shall protect Inyo County, San Bernardino County, and/or ICEMA without any restrictions.
- b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

## VI. PROPOSAL SUBMISSION

### A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.
3. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All proposals and materials submitted become property of ICEMA. All proposals received are subject to the "California Public Records Act". While Inyo County, San Bernardino County and ICEMA take every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

### B. Proposal Presentation

1. All proposals must be submitted on 8½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. A total of six (6), one (1) original and five (5) copies, of the complete proposal must be received by the deadline for receipt of proposal specified in Section II - Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date. The original should be a complete package, including two (2) copies of the financial documents labeled "PROPRIETARY" in a separate envelope marked as such (copies must not contain the financial documents).
3. Hand carried proposals may be delivered to the address identified in Section I. Paragraph F - Correspondence, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by San Bernardino County and ICEMA. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

ICEMA reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests, the County of Inyo and its citizens.

**C. Proposal Format**

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page**

Attachment A is to be used as the cover page. This form must be fully completed and signed by an authorized officer of the Proposer.

2. **Table of Contents**

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. **Statement of Experience**

Include the following in this section of the proposal.

- a. Name of the Proposer and legal entity such as corporation, partnership, etc.
- b. Number of years the Proposer has services under the present identity, as well as related prior identities.
- c. A statement that the Proposer has a demonstrated capacity to perform the required services.

4. **Minimum Proposer Requirements**

Complete, initial, and sign Attachment B.

5. **Exceptions to RFP**

Complete Attachment C.

6. **Statement of Certification**

Include the following on Attachment D.

- a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
- b. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or Competitor for the purpose of restricting competition.
- c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle ICEMA to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
- e. A statement that the Proposer agrees to provide ICEMA with any other information ICEMA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
- f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.

7. **References**

Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer's abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials on Attachment E.

8. **Proposal Description**

Provide a detailed description of the proposal being made.

- a. The proposal should address, but is not limited to, all terms in Section IV - Scope of Work.
- b. The proposal should include the following:
  - 1) A brief synopsis of the Proposer's understanding of ICEMA, the County of Inyo and its citizen's needs and how the Proposer plans to meet these.
  - 2) A concise statement of the services proposed.
  - 3) An explanation of any assumptions and/or constraints.
  - 4) Any proposed alternative delivery system(s), innovation that improves levels of prehospital care, performance times, etc.
  - 5) Specific costs of Second-Out redundancy.

9. **Organization Chart**

Organization Chart shall clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed service.
- b. Proposer's name and key staff name for each role identified in the chart.

10. **Work Plan and Schedule**

Include the following:

- a. Summary of management deployment shift schedules, and process/capitalization implementation timelines;
- b. Work/shift schedule(s) and phases e.g. recruitment, facilities, technology, billing, process and, if necessary, build out.

11. **Statement of Qualifications**

Include the following in this section of the proposal:

- a. Number of years the Proposer has provided similar services under its present, as well as prior provider identities.
- b. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform this Contract.
- c. A list of references with which Proposer has provided similar services during the last five (5) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who ICEMA can call in order to verify the quality of services your organization/firm has provided.
- d. Proposer must provide any Annual Report it generates for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the owners/chief management/board of directors/ etc. and the Proposer's accountant that the information accurately reflects the Proposer's current financial status. If the provider is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the provider's current financial status.

12. **Licenses, Permits, and/or Certifications**

Provide copies of all licenses, permits and/or certifications as required under Section V, Paragraph A.20 - Licenses, Permits and/or Certifications as an attachment to the proposal.

13. **Cost**  
Complete proposed pricing on Attachment F.
14. **Employment of Former Inyo County, San Bernardino County or ICEMA Officials**  
Provide information on former Inyo County, San Bernardino County or ICEMA administrative officials (as defined below) who are employed by or represent proposer. The information provided must include a list of former Inyo County, San Bernardino County or ICEMA administrative officials who terminated Inyo County, San Bernardino County or ICEMA employment within the last five (5) years and who are now officers, principals, partners, associates, members or employees of the proposer's and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation for proposer. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, ICEMA department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.
15. **Insurance**  
Submit evidence of ability to insure as stated in Section V, Paragraph B - Indemnification and Insurance Requirements.

## VII. EVALUATION AND AWARD

### A. General

Proposals will be subject to an individual review process with active participation of Inyo County representatives which includes:

1. Mandatory submittal requirements and minimum qualifications
2. Analysis of functionality and service requirements
3. Cost evaluation
4. Reference checks

### B. Evaluation Criteria

1. **Initial Review (Pass/Fail)** - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
  - a. The proposal must be complete, in the required format, and comply with all RFP requirements.
  - b. Proposers must meet the Minimum Proposer Requirements as outlined in Section I, Paragraph D - Minimum Proposer Requirements. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by ICEMA to be immaterial or inconsequential, ICEMA may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or ICEMA may elect to waive the deficiency and accept the proposal.
2. **Technical Review (300 points or 60%)** - Proposals meeting the above requirements will be evaluated by ICEMA with active participation of Inyo County representatives on the basis of the following criteria:

- a. System Deployment Plan (100 points)
  - b. Fiscal Strength (60 points)
  - c. Equipment, maintenance and management (50 points)
  - d. Billing & collection programs (40 points)
  - f. Evidence of and commitment to disaster/multi-victim preparedness (30 points)
  - g. Administration and operations (20 points)
3. **Cost Evaluation** (150 points or 30%) - The primary consideration will be the effectiveness of Proposer in the delivery of the services based on demonstrated performance. Other factors may include contract amendments, level(s) of service proposed, or the track record of proposer and/or subcontractors to deliver services as were contracted.
4. **Bonus Points for "Innovation"** (50 points or 10%) - Proposers may be awarded bonus points to a maximum of 50 points for innovation that provides Inyo County citizens' with improved level of prehospital care, response time performance, additional resources, etc.

**C. Award**

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the Successful Bidder will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. Inyo County representatives shall actively participate in the selection process.

**D. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the San Bernardino County Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director  
County of San Bernardino  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760

ICEMA's Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of ICEMA's Purchasing Agent shall be deemed final.

**ATTACHMENT A - COVER PAGE**

PROPOSER'S NAME (*name of firm, entity, or organization*):

---

---

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

---

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

---

MAILING ADDRESS:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

PROPOSER'S ORGANIZATIONAL STRUCTURE

Corporation     Partnership     Proprietorship     Joint Venture

Other (explain): \_\_\_\_\_

If Corporation,

Date Incorporated: \_\_\_\_\_

State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation: \_\_\_\_\_

PROPOSERS SERVICES OR ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

---

---

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ATTACHMENT B - MINIMUM PROPOSER REQUIREMENTS**

The following requirements apply to all prospective Proposers.

|    | Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Agree<br>(initial) | Agree with qualification<br>(initial and attach<br>explanation) |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------|
| 1. | Have no record of unsatisfactory contract performance in providing ground emergency medical (ambulance) transportation ambulance transportation. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.                                                                        |                    |                                                                 |
| 2. | Be independent Provider(s) with no ties to any providers listed in the "Scope of Work" section of this document (Section IV).                                                                                                                                                                                                                                                                                                                               |                    |                                                                 |
| 3. | Have the ability to maintain adequate files and records and meet statistical reporting requirements.                                                                                                                                                                                                                                                                                                                                                        |                    |                                                                 |
| 4. | Have the administrative capability to provide and manage the proposed services and to ensure an adequate audit trail.                                                                                                                                                                                                                                                                                                                                       |                    |                                                                 |
| 5. | If applicable, Proposer shall provide audited financial statements, from a Federal or State licensed financial institution authorized to conduct business in California, annual reports to shareholders (last five years), SEC 10K, 10Q, 8K (most recent 4 quarters) forms. In addition, Proposer shall provide most recent credit rating from each rating agency that has issued a rating for Proposer within the last 120 days (from date of submission). |                    |                                                                 |
| 6. | Proposer must be able to demonstrate the ability to provide EMS service as described in the Scope of Work (Section IV) through either three (3) years' experience or other means as determined satisfactory by ICEMA.                                                                                                                                                                                                                                       |                    |                                                                 |
| 7. | Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer's abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials on Attachment E.                                                                                                                                                                                 |                    |                                                                 |
| 8. | Meet other presentation and participation requirements listed in this RFP.                                                                                                                                                                                                                                                                                                                                                                                  |                    |                                                                 |

SIGNED \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT C - EXCEPTIONS TO RFP**

PROPOSER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

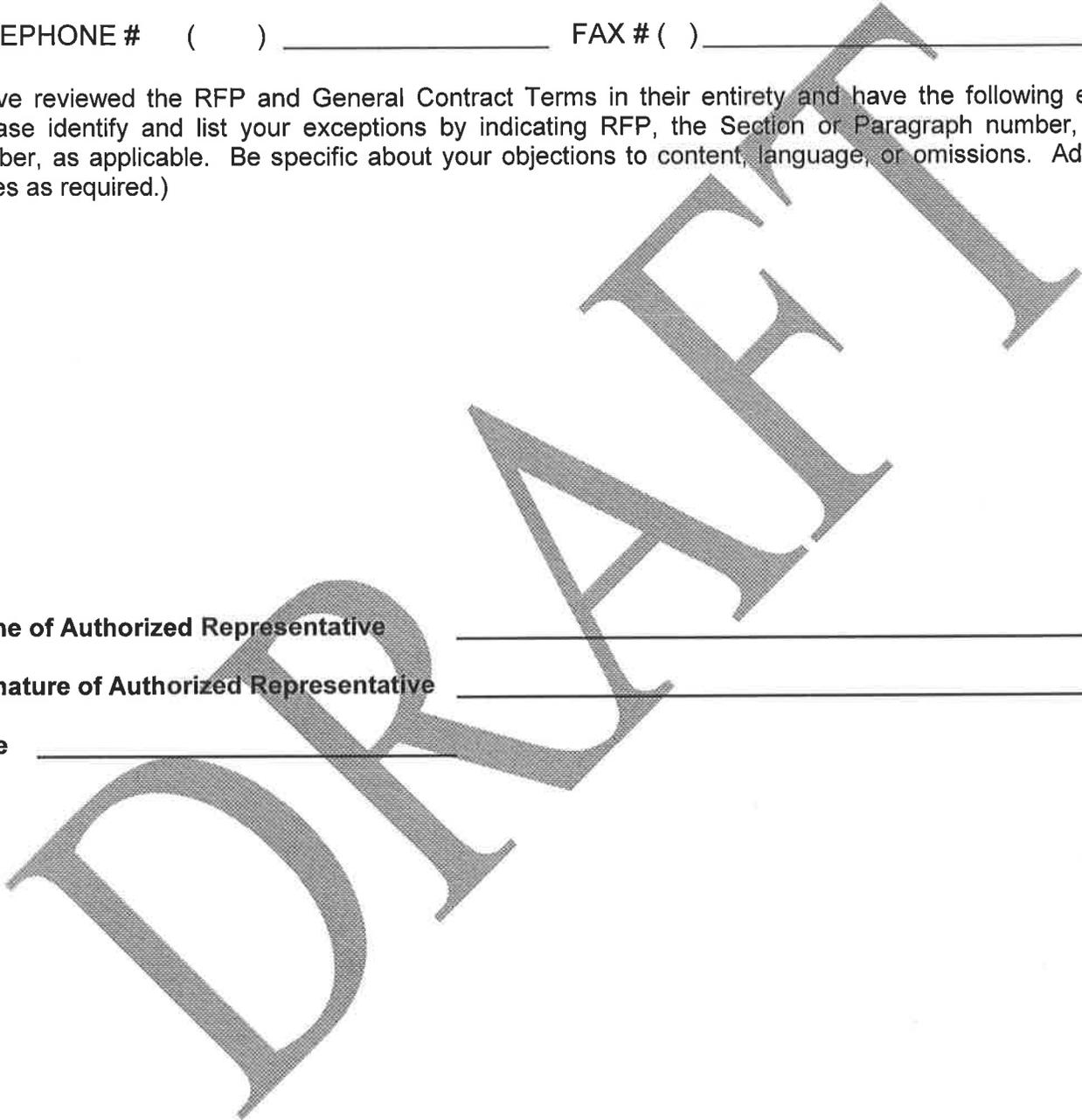
TELEPHONE # ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions:  
(Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page  
number, as applicable. Be specific about your objections to content, language, or omissions. Add as many  
pages as required.)

Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_



**ATTACHMENT D - STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to ICEMA.

|    | <b>Statement</b>                                                                                                                                                                           | <b>Agree<br/>(initial)</b> | <b>Agree with<br/>qualification<br/>(initial and attach<br/>explanation)</b> |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------|
| 1. | The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.                                                                         |                            |                                                                              |
| 2. | All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.    |                            |                                                                              |
| 3. | All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle ICEMA to pursue any remedy by law.                  |                            |                                                                              |
| 4. | Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.                                                |                            |                                                                              |
| 5. | Proposer agrees to provide ICEMA with any other information ICEMA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and |                            |                                                                              |
| 6. | Proposer, if selected will comply with all applicable rules, laws and regulations.                                                                                                         |                            |                                                                              |

**ATTACHMENT E - REFERENCES**

| <b>Name of Agency</b> | <b>Contact<br/>Name/Address</b> | <b>Phone Number</b> | <b>Dates services provided<br/>(from/through*)</b> |
|-----------------------|---------------------------------|---------------------|----------------------------------------------------|
|                       |                                 |                     |                                                    |
|                       |                                 |                     |                                                    |
|                       |                                 |                     |                                                    |
|                       |                                 |                     |                                                    |
|                       |                                 |                     |                                                    |

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

\*Enter "**Present**" if still providing the services (Example: 10/08/03/present).

**ATTACHMENT F - COST**

**DRAFT**

**ATTACHMENT G - CONTRACTOR NONDISCLOSURE AGREEMENT**

Inyo County, San Bernardino County and ICEMA have legal and ethical responsibilities to safeguard the privacy of all \_\_\_\_\_ and to protect the confidentiality of their \_\_\_\_\_ information. In the course of its relationship with [name of CONTRACTOR] and/or its employees and/or agents may come into possession of confidential information, even though it may not be directly involved in providing \_\_\_\_\_ services.

In consideration of, and as a condition to, its business relationship with [name of CONTRACTOR] and its employees and/or agents will hold the following information ("confidential information") in strictest confidence:

1. Any information supplied by \_\_\_\_\_ or its affiliates;
2. Any information which is the direct or indirect result of [name of CONTRACTOR]'s services provided; and
3. Any information about \_\_\_\_\_ or its affiliates' operations, or services.

No confidential information shall be disclosed except to employees of [name of CONTRACTOR] who need to know it to fulfill [name of CONTRACTOR/contractor]'s obligations to \_\_\_\_\_ or to authorized representatives of \_\_\_\_\_. At any time, upon request of \_\_\_\_\_, [name of CONTRACTOR] will return promptly all embodiments of confidential information in a form acceptable to \_\_\_\_\_ without retaining any copies thereof. Furthermore, [name of CONTRACTOR] will not sell, share, discuss, assign, transfer, or otherwise disclose any confidential information outlined above with any other individuals or entities and will not use the confidential information for any purpose other than providing the mutually agreed upon services. It is understood that "confidential information" does not include information which:

1. Generally becomes available to the public other than as a result of disclosure by [name of CONTRACTOR] or
2. Was available to [name of CONTRACTOR] on a non-confidential basis prior to its disclosure by \_\_\_\_\_.

At all times during the term of [name of CONTRACTOR]'s agreement with \_\_\_\_\_ and thereafter, [name of CONTRACTOR] and its employees and agents shall protect the confidential information from unauthorized use or disclosure and otherwise abide by the terms of this agreement.

\_\_\_\_\_  
Signature of CONTRACTOR

\_\_\_\_\_  
Date

**ATTACHMENT H - PROPOSAL CHECKLIST**

**Use this checklist to ensure that all items requested have been included.**

| Items Completed |                                                   | Page (s) |
|-----------------|---------------------------------------------------|----------|
| 1.              | Attachment A - Cover Page                         |          |
| 2.              | Attachment B - Minimum Proposer Requirements      |          |
| 3.              | Attachment C - Exceptions to RFP                  |          |
| 4.              | Attachment D - Statement of Certification         |          |
| 5.              | Attachment E - References                         |          |
| 6.              | Attachment F - Cost                               |          |
| 7.              | Attachment G - Contractor Nondisclosure Agreement |          |
| 8.              | Attachment H - Proposal Checklist                 |          |
| 9.              | Licenses, Permits, and/or Certifications          |          |
| 10.             | Financial Documents                               |          |
| 11.             | Critical Incident Stress Debriefing Procedure     |          |
| 12.             | QI Plan                                           |          |

DRAFT

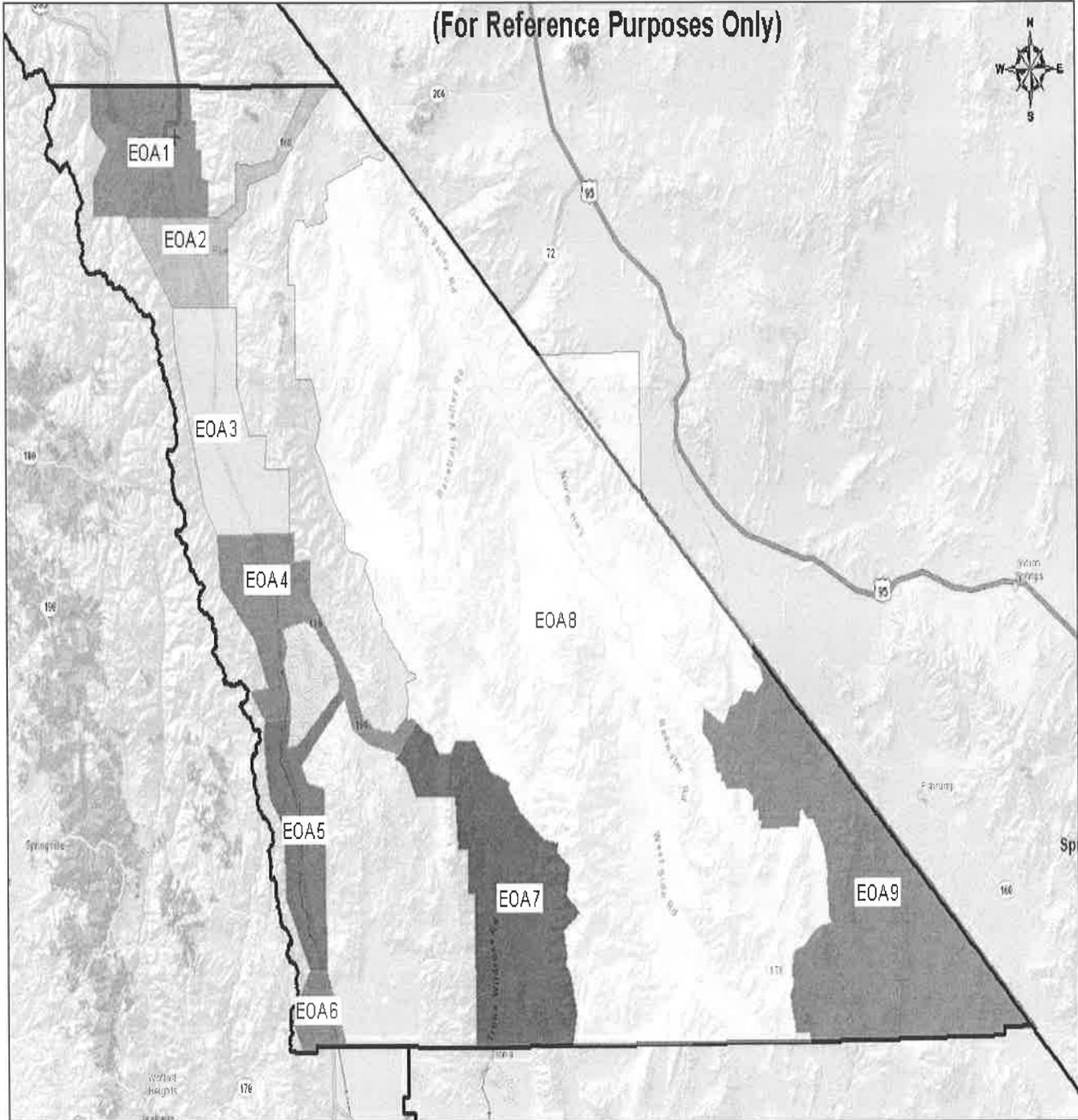


| EXAMPLES OF GREEN ATTRIBUTES                | EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION                   |
|---------------------------------------------|------------------------------------------------------------------|
| Biobased                                    | Certified Approved Product (AP) Non-Toxic                        |
| Biodegradable                               | Ecologo Certified                                                |
| Carcinogen-free                             | Energy Star                                                      |
| Chlorofluorocarbon (CFC)-free               | Electronic Product Environmental Assessment Tool (EPEAT) program |
| Compostable                                 | Forest Stewardship Council Certified                             |
| Energy efficiency                           | Green Seal Certified                                             |
| Lead-free                                   | Greenguard Certified                                             |
| Less hazardous                              | Scientific Certification Systems (SCS)                           |
| Low toxicity                                |                                                                  |
| Mercury-free                                |                                                                  |
| Persistent bioaccumulative toxin (PBT)-free |                                                                  |
| Rapidly renewable                           |                                                                  |
| Rechargeable                                |                                                                  |
| Recyclable                                  |                                                                  |
| Recycled content                            |                                                                  |
| Reduced greenhouse gas emissions            |                                                                  |
| Reduced packaging                           |                                                                  |
| Refill/refillable                           |                                                                  |
| Remanufactured/refurbished                  |                                                                  |
| Renewable materials                         |                                                                  |
| Responsible forestry                        |                                                                  |
| Upgradeable                                 |                                                                  |
| Water efficiency                            |                                                                  |

**MAP OF INYO COUNTY EOAs**

Exhibit 1

(For Reference Purposes Only)



0 3 6 12 18 24 Miles

|||||

ICEMA, Census and public data.  
Compiled 3/24/2015, PW.

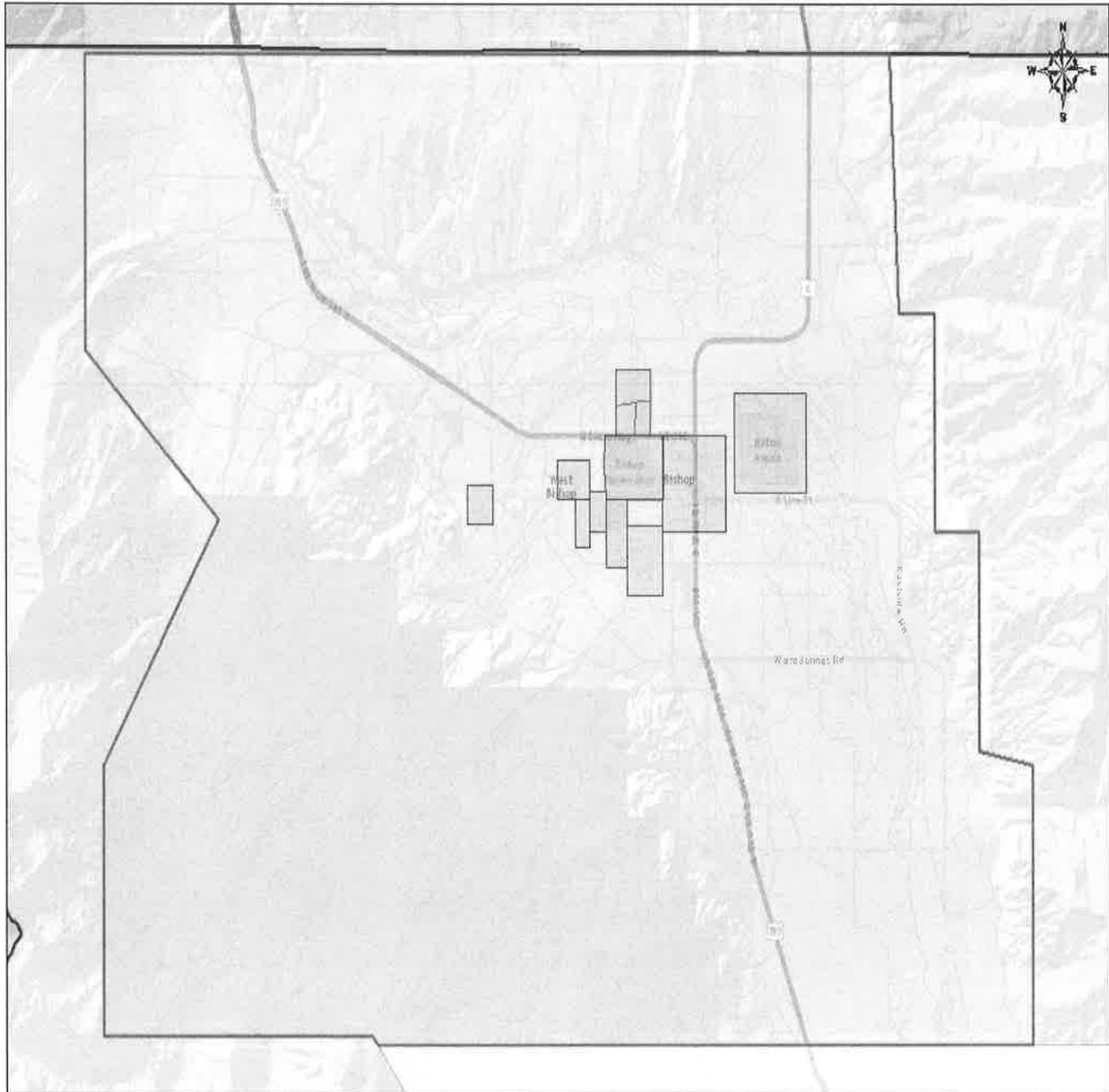
**MAP OF INYO COUNTY EOAs**  
(For Reference Purposes Only)

- EOA 1
- EOA 2
- EOA 3
- EOA 4
- EOA 5
- EOA 6
- EOA 7
- EOA 8
- EOA 9

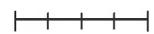


### MAP OF EOA 1 RESPONSE TIMES

Exhibit 3



0 1.25 2.5 Miles



### MAP OF EOA 1 RESPONSE TIMES

ICEMA, Census and public data. Compiled 3/24/2015, PW.

- Response Time 9:59
- Response Time 29:59
- Response Time 99:59
- ▬ EOA Boundary

**EXHIBIT 4 - SAMPLE CONTRACT**

**CONTRACT BETWEEN  
INLAND COUNTIES EMERGENCY MEDICAL AGENCY  
AND  
\_\_\_\_\_  
FOR  
INYO COUNTY EXCLUSIVE OPERATING AREA \_\_\_\_\_  
GROUND EMERGENCY MEDICAL (AMBULANCE)  
TRANSPORTATION SERVICES**

This Contract is entered into by and between the **Inland Counties Emergency Medical Agency** (hereinafter referred to as "**ICEMA**") and \_\_\_\_\_ (hereinafter referred to as "**CONTRACTOR**").

**WHEREAS**, ICEMA, a Joint Powers Authority, is the governing body for Emergency Medical Services ("EMS") programs within the counties of San Bernardino, Inyo and Mono and is the local emergency medical services agency pursuant to California Civil Code 1797.200, and;

**WHEREAS**, California Health and Safety Code, Division 2.5, Section 1797.218, gives the local emergency medical services agency (LEMSA), ICEMA, the authority to authorize an Advanced Life Support (ALS) program which provides services utilizing Emergency Medical Technicians - Paramedics (EMT-Ps) and Mobile Intensive Care Nurses (MICN) for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transports (IFTs), while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital, and,

**WHEREAS**, California Health and Safety Code, Title 22, Division 2.5, Sections 1797.224 and 1797.226 give ICEMA the authority to establish Exclusive Operating Areas (EOAs) into its EMS transport system, and,

**WHEREAS**, ICEMA has established EOAs within Inyo County for Ground Emergency Medical (Ambulance) Services and CONTRACTOR's proposal was selected in a Request for Proposal (RFP) process, and is willing to provide said services within Inyo County EOA \_\_\_\_, and,

**WHEREAS**, CONTRACTOR provides emergency ambulance Basic Life Support (BLS) and/or Advance Life Support and/or Specialized Care Transport (SCT) services pursuant to the EMS Act in the area(s) referred to herein as Exclusive Operating Area (EOA) \_\_\_\_, as described in Exhibits \_\_\_\_\_ and which are incorporated herein as if fully set forth, and,

**WHEREAS**, the parties hereto acknowledge and agree that execution of this Contract constitutes notice, in accordance with ICEMA's EMS Plan, that the EOA(s) being served under this Contract shall lose its/their non-competitive status, if applicable, at expiration or termination of this Contract, and,

**WHEREAS**, the CONTRACTOR recognizes and agrees that Inyo, Mono, and San Bernardino Counties EMS systems are under the medical direction (Medical Control) and management of ICEMA, its EMS Administrator, and its Medical Director, and,

**WHEREAS**, the parties hereto will utilize the best efforts to promote a good working relationship with first responder agencies and law enforcement agencies; and

**WHEREAS**, the CONTRACTOR agrees to comply with the terms and conditions as expressed herein:

**NOW, THEREFORE, CONTRACTOR** does agree as follows:

**1. DEFINITIONS**

**Advanced Life Support (ALS)** - Any definitive prehospital emergency medical care role in accordance with State regulations, which includes all of the specialized care services as defined in California Health and Safety Code, Section 1797.52.

**ALS Ambulance** - An emergency ambulance, as that term is defined herein, staffed and equipped to provide advanced life support and transport capabilities in compliance with ICEMA protocols/policies, authorized by ICEMA, and permitted by the County of Inyo.

**Ambulance** - Any vehicle specially constructed, modified or equipped, and used for the primary purposes of responding to emergency calls and transporting critically ill or injured patients whose medical staff has a minimum two (2) Emergency Medical Technicians (EMTs) certified in Basic Life Support or (1) EMT certified in Basic Life Support and (1) Emergency Medical Technician - Paramedic (EMT-P) licensed and accredited in ALS.

**Basic Life Support-** Any definitive prehospital emergency medical care role, in accordance with State regulations, which includes all of the care services as defined in California Health and Safety Code, Section 1797.60.

**BLS Ambulance** - An emergency ambulance, as that term is defined herein, staffed and equipped, at a minimum, to provide basic life support and transport capabilities in compliance with ICEMA protocols/policies and permitted by the County of San Bernardino.

**Cancelled Call** - Any request for response 9-1-1 or interfacility transport (IFT) which was cancelled prior to arrival of an emergency ambulance and/or first responder. For purposes of measuring compliance, a Cancelled Call shall mean a 9-1-1 response.

**Computer Aided Dispatch (CAD)** - An electronic system used emergency response dispatchers to log, track and assign calls for service.

**Critical Failure** - Failure of personnel, equipment, aircraft, component, etc., of CONTRACTOR's resources/operation(s) that leads to or causes CONTRACTOR to be unable to respond EMS Aircraft or fulfill CONTRACTOR's service obligation(s) as identified in this Contract.

**Emergency Ambulance** - Any publicly or privately owned or operated vehicle licensed by the Commissioner of the California Highway Patrol when used in response to emergency calls, and/or licensed pursuant to Chapter 2.5 (commencing with Section 2500) for the primary purpose of medical transportation of the sick and/or injured.

**Emergency Medical Dispatcher (EMD)** - A professional dispatcher certified through the Association of Public-Safety Communications Officials International (APCO) or the National Academies of Emergency Dispatch tasked with the gathering of information related to medical emergencies, the provision of

assistance and instruction by voice, prior to the arrival of EMS, and the dispatching and support of EMS resources responding to any emergency request for response.

**Emergency Medical Technician** - An individual whose scope of practice to provide ALS is according to standards specified in the California Health and Safety Code, Section 1797.60 - 1797.97, and who has a valid California certificate.

**Emergency Medical Technician - Paramedic (EMT-P)** - An individual whose scope of practice to provide ALS is according to standards specified in the California Health and Safety Code, Section 1797.50 - 1797.97, and who has a valid California license and ICEMA accreditation.

**Exclusive Operating Area (EOA):** - An area created by the local emergency medical services agency (LEMSA) that restricts operations in an EMS area or subarea defined by the EMS Plan.

**Force Majeure** - Flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such party, the consequences of which in each case, by exercise of the due foresight such party could not reasonably have been expected to avoid, and which by exercise of due diligence it would not have been able to overcome.

**Fractile Response Time** - A method of measuring response times in which applicable response times are stacked in ascending length. The total number of calls generating response within a given response time standard (e.g., 9 minutes, 59 seconds) is calculated as a percent of the total number of calls.

**Interfacility Transfer (IFT)** - An ambulance transportation of a patient between two (2) medical facilities or between medical facility and rehabilitation, home, treatment appointment, etc.

**Medical Control** - The medical direction and management of EMS Contractors and the licensed physician under whom they practice. For the purposes of this Contract, medical control is ICEMA's Medical Director.

**Mobile Hot Spot** - A device that creates an area of Wi-Fi coverage allowing nearby Wi-Fi devices to connect to the internet. The device serves as a link between nearby Wi-Fi devices to connect to the internet. The device serves as a link between nearby Wi-Fi devices and a cellular data network.

**Mobile Intensive Care Nurse (MICN)** - A Registered Nurse (RN) who has met all ICEMA requirements for "MICN" designation and authorized by the ICEMA Medical Director to provide ALS services or to issue physician directed instructions to EMS field personnel, during transport operations aboard an ambulance according to ICEMA developed standardized procedures and consistent with statewide guidelines.

**Multi-casualty Incident (MCI)** - An incident consisting of five (5) or more vehicles or patients requiring assessment, care and/or transportation.

**Mutual Aid** - A request, originating outside of CONTRACTOR's EOA, for EMS. The request shall be initiated through ICEMA's designated communication dispatch centers, public safety enforcement agencies, ICEMA or the Inyo County Health Officer.

**Post** - The act of submitting an ePCR to ICEMA's data system or, the act of deploying a system unit (ambulance or first responder vehicle) to a specific geographical point or area.

**Professional Conduct** - While it is impractical to convey all nuances of what is acceptable professional conduct, ICEMA retains the authority to discipline those individuals and/or CONTRACTOR's, that in ICEMA's opinion violated professional conduct behaviors and/or characteristics while on-duty and/or performing duties.

**Provide, Operate, or Furnish** - To perform, make available or utilize either directly through CONTRACTOR's personnel and resources or through subcontracts or other agreements, which have been approved by ICEMA, the services, personnel, materials or supplies.

**Public Service Answering Point (PSAP)** - A designated agency at which 9-1-1 calls are first received. "Secondary" PSAP is the designated agency to which the 9-1-1 call is directed for dispatching of appropriate resources.

**Service Delivery Plan (SDP)** - A plan submitted to ICEMA by CONTRACTOR that identifies specific locations of ALS resources, ambulances, post locations, or CONTRACTOR dispatching procedures. The plan must also include the number of locations of vehicles to be deployed during each hour of the day, each day of the week for coverage and the minimum number of unit hours necessary to provide services under this Contract.

**Special Event Services** - Any situation where a previously announced event places a group or gathering of people in a general locale sufficient in number, or subject to activity that creates the need to have EMS and/or (1) or more ambulances at the site.

**Specialty Care Transport (SCT)** - Interfacility Transport of a critically injured or ill patient by an ambulance vehicle, that is beyond the scope of EMT-P and/or requires specialized equipment.

**Strike Team** - An organized group of personnel and equipment consisting of (5) ambulances (an approved vehicle and 2 personnel each), with common communications and a Leader.

**Strike Team Leader** - An individual who has successfully completed an ambulance strike team leader course and has been issued and possess a current non-expired EMSA "Ambulance Strike Team/Medical Task Force Leader" qualification card.

**Units** - Ambulances and/or response vehicles

**Wi-Fi Alliance (Wi-Fi)** - A trademark and brand name for products using the IEEE 802.11 family of standards for wireless connecting electronic devices to the internet via a wireless network access point.

## 2. TERMS OF CONTRACT

This Contract shall commence when executed by the parties and continue in effect until \_\_\_\_\_, unless earlier terminated pursuant to this Contract. If ICEMA determines that CONTRACTOR has satisfactorily performed all obligations herein and satisfied authorization standards, ICEMA shall have the option to extend the term of this Contract two (2) additional one (1) year terms, upon written notice to and written agreement by CONTRACTOR, under the terms and conditions provided herein.

In the event that CONTRACTOR is temporarily unable to meet the terms of this Contract, CONTRACTOR shall promptly notify ICEMA. In the event that ICEMA is unable to meet the terms of this Contract, ICEMA's EMS Administrator shall promptly notify CONTRACTOR.

**3. SCOPE OF SERVICE**

- 3.01 Emergency Ambulance Services** - CONTRACTOR shall provide sufficient resources to ensure availability and response to all requests originating within their service area for emergency ambulance response on a continuous twenty-four (24) hour per day basis
- 3.02 Critical Care Transport Services** - CONTRACTOR may provide CCT service within the EOA for those calls requiring such services upon approval by ICEMA. Specialized CCT services, such as high-risk pregnancy, neonate, etc., may be authorized to operate in expanded geographic areas based on need and necessity.
- 3.03 EMS Aircraft** - CONTRACTOR does not have the right to provide air ambulance or air rescue services by virtue of this Contract.
- 3.04 Standby Special Event Services** - CONTRACTOR may provide standby special event services. ICEMA expressly states that special events services are not subject to the EOA.
- 3.05 Specialized Emergency Medical Care Services** - CONTRACTOR may provide specialized emergency medical care services upon approval of ICEMA.

**4. MEDICAL CONTROL**

- 4.01 Medical Control Authority** - CONTRACTOR acknowledges that the ICEMA Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of emergency ambulance services are maintained within the ICEMA region; and that the Medical Director has the authority for establishing the required drug inventories and medical protocols and that CONTRACTOR, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols and applicable county ordinances and state laws.
- 4.02 Adherence to Medical Control Standards** - CONTRACTOR acknowledges that ICEMA has an established system of medical control through the ICEMA Medical Director. The CONTRACTOR shall adhere to the standards of medical control established by ICEMA.
- 4.03 Compliance with Laws and Policies** - CONTRACTOR shall comply with the all ICEMA policies and protocols and applicable local County ordinances.

**5. CONTRACTOR RESPONSIBILITIES**

- 5.01 Base Hospital Assignment** - CONTRACTOR shall utilize the assigned base hospital for coordination and medical direction.
- 5.02 Personnel, Equipment and Materials Required** - CONTRACTOR shall provide the personnel, equipment and materials necessary to provide advanced life support and other services as described herein to persons in need thereof within their designated EOA. CONTRACTOR's obligations are set forth in detail in the provisions of this Contract.
- 5.03 In-Service Training Required** - CONTRACTOR shall provide or contract for employee in-

service training. Such in-service program shall include training on ICEMA policies and procedures, location of all hospital facilities, level of service of first responder agencies within the EOA, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and Incident Command System training.

- 5.04 EMS System Interaction** - CONTRACTOR shall participate regularly in all aspects of development of the local EMS system including, but not limited to:
- A. "Treat and release" and "alternate destination" programs as established by ICEMA
  - B. Expanded scope of practice treatment and equipment programs
  - C. First Responder, EMT, EMT-P, MICN, Base Hospital physician and CONTRACTOR dispatcher education and training, and ride-along programs
  - D. Disaster exercises and drills
  - E. Continuing education programs
- 5.05 Policies and Working Relations** - CONTRACTOR shall develop and maintain personnel policies and patient care policies that are conducive to enhancements to patient care and provide a safe working environment for all employees.
- 5.06 Professional Conduct of Personnel** - CONTRACTOR shall ensure courteous conduct and professional appearance of its personnel at all times.
- 5.07 Professional Equipment and Facilities** - CONTRACTOR shall maintain neat, clean, and professional appearance of equipment and facilities.
- 5.08 Continuous Quality Improvement (CQI)** - CONTRACTOR shall participate actively in and comply with the ICEMA CQI audit process, provide special training and support to CONTRACTOR's personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to ICEMA. CONTRACTOR shall submit a QI Plan and subsequent revisions and update for approval to ICEMA.
- 5.09 Implementation of ICEMA Policies** - CONTRACTOR shall cause ICEMA policies to be properly implemented in the field. Where questions related to clinical performance are concerned, CONTRACTOR shall satisfy ICEMA's requirements, CONTRACTOR shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. CONTRACTOR shall also respond to all quality improvement and incident reports in accordance with established ICEMA policies.
- 5.10 Financial Implications of Operations** - When requested, CONTRACTOR shall advise ICEMA concerning financial implications of operational changes under consideration.
- 5.11 EMT-P Preceptors** - In coordination with the approved training institutions, CONTRACTOR shall provide paramedic preceptors for prehospital training programs.
- 5.12 Expanded Scope Programs** - CONTRACTOR shall assist ICEMA in evaluating and implementing expanded scope programs for EMT-Ps, EMTs, and first responder personnel

- 5.13 Reports to ICEMA** - CONTRACTOR shall provide data, reports and records to ICEMA as set forth herein.
- 5.14 ALS Coordinator** - CONTRACTOR shall appoint at least one (1) EMT-P or MICN as ALS Program Coordinator to be the liaison with ICEMA, the assigned base hospital and receiving facilities. The ALS Program Coordinator shall participate in a quality improvement process per ICEMA policies, assist in the investigation of unusual occurrences as identified by the CONTRACTOR or ICEMA, and attend meetings as requested by ICEMA.
- 5.15 Training Officer** - CONTRACTOR shall appoint at least one (1) EMT-P or MICN as Training Officer who shall perform the necessary orientations for all new EMT-Ps and MICNs employed by the CONTRACTOR. For the purposes of this Contract, the position of Training Officer and ALS Program Coordinator may be satisfied by the same individual.
- 5.16 System Orientation** - Ensure field personnel are oriented to ICEMA's policies and protocols and competent in skill prior to being assigned to respond to emergency medical requests. Orientation shall include, at a minimum:
- A. EMS system overview
  - B. EMS policies, procedures, and protocols
  - C. Radio communications
  - D. ICEMA data system (electronic patient care record)
  - E. Map reading skills / area familiarity
  - F. CONTRACTOR's standard operating procedures (SOP)
  - G. Equipment and equipment daily checks and maintenance

**6. GENERAL RESPONSIBILITIES AND DUTIES OF ICEMA**

- 6.01 Monitoring and Enforcement** - ICEMA shall monitor and enforce performance under this Contract to ensure service areas covered under this Contract receive adequate emergency medical services including emergency ambulance service.
- 6.02 Medical Control** - ICEMA shall:
- A. Provide system medical control
  - B. Designate a Base Hospital to CONTRACTOR's ALS program
  - C. Provide all adopted policies/protocols and procedures relating to emergency medical care in accordance with ICEMA policy.
- 6.03 Communications** - ICEMA shall communicate as necessary with CONTRACTOR's Medical Director and/or ALS Program Coordinator and schedule periodic meetings with CONTRACTOR's Medical Director or designee to assist in assuring in the delivery of a quality EMS program in compliance with applicable laws, regulations and protocols related to emergency medical care.
- 6.04** ICEMA shall impose no duty, obligation or burden upon CONTRACTOR as an EOA ambulance contractor which is not uniformly applied to all other Contractors of EOA ambulance services nor impose any duty, obligation or burden upon CONTRACTOR that is outside ICEMA's authority pursuant to applicable laws, regulations and ordinances.
- 6.05 Compliance Reports** - ICEMA shall provide monthly compliance reports for review by the Performance Committee. This report shall contain a summary of compliance to performance standards and a summary of exemptions requested and granted.

- 6.06 Annual Audit** - In addition to ICEMA's audit authority defined within this Contract, ICEMA shall conduct an annual audit to verify accuracy of performance data to include, but not limited to, response time compliance data.
- 6.07 Annual Report** - ICEMA shall provide an annual compliance report for review to the Inyo County Emergency Medical Care Committee (EMCC).
- 6.08 Competitive Bid Process** - Except as may be required under Health and Safety Code sections 1797.224 and 1797.226, ICEMA shall develop, implement, and conduct a competitive bid process for the selection of emergency ambulance CONTRACTORS to serve EOAs.

**7. FIELD PERSONNEL**

- 7.01 Personnel Required** - CONTRACTOR shall provide the personnel necessary to provide emergency ambulance services and other support services as described herein within the CONTRACTOR's EOA in compliance with ICEMA protocols, policies and applicable county ordinances and state laws.
- 7.02 Supervisory Personnel System** - The CONTRACTOR shall establish a supervisory system to assure that employees are properly supervised, trained and evaluated in accordance with CONTRACTOR's policies and procedures and consistent with the ICEMA approved Quality Insurance Plan, and relevant ICEMA policies and requirements. CONTRACTOR shall maintain an employee hiring standards and practice program. Supervisory personnel shall provide field evaluation of CONTRACTOR's personnel in accordance with CONTRACTOR's quality improvement plan and relevant ICEMA policies and requirements.
- 7.03 Certification and Licensure of Personnel** - CONTRACTOR shall ensure that all CONTRACTOR's employees functioning as EMTs and EMT-Ps are appropriately certified, accredited and licensed by both the California EMS Authority and ICEMA.
- 7.04 Compensation** - CONTRACTOR shall provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. CONTRACTOR is encouraged to establish programs that result in successful recruitment and retention of personnel.
- 7.05 Records** - CONTRACTOR shall maintain, and make available to ICEMA upon request, records and data pertaining to the certifications, licenses, and other applicable credentials of its employees and subcontracted personnel used to provide services under this Contract.
- 7.06 Employee Handbook** - CONTRACTOR shall develop and maintain an Employee's Handbook describing the personnel policies and procedures utilized by CONTRACTOR in its operations. A copy of the current handbook shall be made available to ICEMA upon request.
- 7.07 Competency and Conduct** - All persons utilized by CONTRACTOR in the performance of work under this Contract shall be competent and holders of appropriate permits, licenses and certificates in their respective trades or professions. ICEMA may request and CONTRACTOR shall take action in accordance with its personnel policies and procedures to effect the removal of or take appropriate disciplinary remedial action against any certificate or license holder person utilized by the CONTRACTOR who engages in misconduct pursuant to section 1798.200 of Health and Safety Code or has action taken by ICEMA pursuant to section 100215 of Title 22, California Code of Regulations.

- 7.08 Infectious Disease Exposure** - CONTRACTOR shall provide testing and counseling services to all employees exposed to serious infectious diseases at no cost to the employee. CONTRACTOR shall ensure that such services and program pertaining to infectious disease exposures are provided in accordance with the provisions of state and local public health requirements.
- 7.09 Employee Assistance Program** – CONTRACTOR shall assure availability to its employees an Employee Assistance Program that offers counseling services for mental health and substance abuse.
- 7.10 Peer Counseling** - The nature of work in emergency medical services produces stress in the care CONTRACTOR from one-time events (e.g., mass casualty incident) and from being continually subjected to moderately stress producing incidents. CONTRACTOR shall have available a program to provide counseling to personnel for these stresses.
- 7.11 Modification or Replacement of Services** - As it pertains to the above personnel requirements, CONTRACTOR shall maintain such services as set forth above; however, CONTRACTOR may replace or modify any such services subject to written approval by ICEMA.
- 7.12 Personnel Policies** - ICEMA may request, and CONTRACTOR shall take action in accordance with personnel policies and procedures to effect the removal of, or take appropriate disciplinary remedial action against any certificate or license holder utilized by CONTRACTOR who engages in misconduct pursuant to Section 1798.200 of the California Health and Safety Code, Section 100215 of Title 22, California Code of Regulations, or as identified Section III, Subsection (A)(19) and Subsection (N) of this Contract.
- 8. RIGHTS AND RESPONSIBILITIES OF FIELD PERSONNEL**
- 8.01 Certification, Licensure, Accreditation** - Field personnel are certified, licensed and accredited pursuant to the Health and Safety Code, section 1797 et seq. A linkage exists between field personnel and the system's physician leadership and medical control. Where issues involving questions of patient care are concerned, each of the certified personnel working in the system has not only a right, but also a legal obligation, to work under the direction of the EMS system's physician leadership on issues related to patient care.
- 8.02 Personal Responsibility** - The direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, collection and recording of primary data. EMS personnel are prohibited by the laws, rules and regulations which govern the EMS system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., patient care reports, CONTRACTOR dispatch records, incident reports, etc.). CONTRACTOR dispatchers and field personnel have a personal professional responsibility with regards to issues related to the delivery of patient care, and the accurate reporting of primary data.
- 8.03 Management Practices** - While this Contract is a "Performance Agreement" and while the CONTRACTOR is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, CONTRACTOR is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the CONTRACTOR is expected to utilize management practices, which ensure that field personnel working extended shifts, part-

time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent, which might impair judgment or motor skills.

**8.04 Personnel Identification** - CONTRACTOR shall provide visible identification of level of credential for field personnel.

**9. FIRST RESPONDER COORDINATION**

**9.01 Re-supply** - CONTRACTOR shall provide resupply to first responder agencies (at rate equal to cost) for disposable medical supplies (BLS/ALS Standard Drug & Equipment List – Reference #7010) utilized in direct patient care where patient is transported by CONTRACTOR. CONTRACTOR shall not be obligated to resupply any first responder agency that charges patients or insurance payors a "response service fee" that includes as part of said fee cost recovery for disposable supplies.

**9.02 Orientation Program** - CONTRACTOR shall implement and maintain a first responder orientation program designed to acquaint all hospital facilities and public safety agencies within the EOA(s) with CONTRACTOR'S equipment and response system, and shall, upon reasonable request, provide orientation presentations.

**9.03 Stand-by Requests** - CONTRACTOR shall provide, if it does not jeopardize emergency ambulance service to the operating area, a non-dedicated unit to hazardous material incidents, fire, and law enforcement standbys upon request by any public safety agency or dispatch center within their EOA, excluding special event services.

**9.04 Contact Number** - CONTRACTOR shall provide a contact and a telephone number to be made available to all public safety EMS agencies within CONTRACTOR's EOA. This number will be used for inquiries regarding lost equipment used in connection with a patient transported by CONTRACTOR.

**9.05 Return of EMS Equipment** - CONTRACTOR shall make every reasonable effort to return equipment of other EMS Contractors in CONTRACTOR's possession within five (5) days. However, CONTRACTOR will not be held liable for loss of other EMS CONTRACTOR's equipment beyond their control.

**9.06 Incident Command System** - CONTRACTOR shall coordinate pursuant to Health and Safety Code, section 1798.6 with public safety agencies that work under the Incident Command System on all emergency incidents received through the 9-1-1 system or through a request for mutual aid.

**9.07 Continuing Education Programs** - CONTRACTOR's internal continuing education programs authorized by the State in which CONTRACTOR issues a continuing education course number shall be made reasonably available to interested first responder personnel.

**10. SERVICE AREA AND RESPONSE ZONES**

**10.01 Service Area Defined** - A legal description of each EOA is set forth in Attachment 1 (Exclusive Operating Area Descriptions). Attachment 2 (Exclusive Operating Area Map or Service Area Map) sets forth the area of operation in map format. In the event of a conflict between Attachment 1 and attachment 2, Attachment 1 will be controlling.

**10.02 Resource Requirements** - CONTRACTOR shall locate an appropriate number and type of resources throughout the EOA in order to meet the performance standards as set forth herein.

- 10.03 Response Zones and Measurements** - Response Zones are identified as urban (9:59), rural (19:59), and wilderness (99:59) as depicted in Attachment \_\_\_\_\_. Response time performance calculations are measured and calculated on a fractile basis using CAD data, ePCR data where available, in conformity with Attachment \_\_\_\_\_ Response Time Measurement and Methods, Attachment \_\_\_\_\_ Response Time Terminology, Attachment \_\_\_\_\_ Measuring Response Time Standard Compliance, and Attachment \_\_\_\_\_ Measuring EOA Compliance on a monthly and annual basis for the designated EOA incorporating any and all response zone contained within. Cancelled calls will be included in determining compliance. Non-EMS "support" vehicles e.g. supervisory, utility, etc. are not calculated for purposes of calculating response time compliance.
- 10.04 Mutual Aid Agreements** - CONTRACTOR shall develop and implement mutually beneficial support agreements with ICEMA approved emergency ambulance Contractors within one (1) year of the effective date of this Contract. These agreements are subject to approval by ICEMA. If CONTRACTOR is unable to develop and implement mutual aid agreements, CONTRACTOR shall notify ICEMA in writing outlining reason(s) for inability to comply with this requirement. ICEMA shall assist in development and implementation of mutual aid agreements if requested.

**11. RESPONSE TIME STANDARDS**

- 11.01 Performance Requirements** - The overall response time performance requirement for services under this Contract is intended to ensure that CONTRACTOR responds to and arrives at each incident with an appropriate resource in accordance with ICEMA policies and procedures. The standards set forth herein establish the level of response time performance required by CONTRACTOR for calls within the designated EOA as depicted in Attachment 3 (Response Zones and Sub-response Zones).
- 11.02 Response Time Performance Calculation** - Response times are measured and calculated on a fractile basis using CAD data, where available, in conformity with Attachment 4 (Response Time Measurement and Methods), Attachment 5 (Response Time Terminology) and Attachment 6 (Measuring Response Time Standard Compliance) and Attachment 7 (Measuring EOA Compliance) on a monthly basis for each overall EOA incorporating all response zones. Canceled calls will be included in determining compliance.
- 11.03 Exemptions** - If CONTRACTOR thinks that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond CONTRACTOR's reasonable control, CONTRACTOR may request, in writing, that these runs be exempted from response time performance calculations and late run assessments. If ICEMA concurs that the circumstances are reasonable to allow such exemption, ICEMA may allow such exemptions in calculating overall response time performance and/or in assessing late-run liquidated damages. Equipment failure, CONTRACTOR dispatcher error, or lack of emergency ambulance shall not furnish grounds for release from late-run assessment or response time standards.
- 11.04 Reporting Requirements** - CONTRACTOR shall provide to ICEMA, on a monthly basis, each instance wherein a call resulted in a response time in excess of the maximum response time as depicted in Attachment 4. This report shall include, at a minimum, the location, date, and time of said occurrence(s). CONTRACTOR will participate in quality improvement efforts relating to these instances.

**12. DEPLOYMENT PLAN**

- 12.01 General** - CONTRACTOR shall operate its services to enhance response time performance throughout the various jurisdictions of the EOA.
- 12.02 Response Standards** - CONTRACTOR shall be subject to any and all response time standards, which may be adopted by ICEMA with input from transporting agencies.
- 12.03 Plan Development** - CONTRACTOR shall develop a Deployment Plan that shall be reviewed by ICEMA and adhered to by CONTRACTOR.
- 12.04 ICEMA Review** - In addition to the aforementioned requirements, CONTRACTOR shall provide to ICEMA for review a copy of its Deployment Plan on at least an annual basis and upon implementation of changes in the System Management Plan which would result in reduction of ambulance resources or anticipated increase in response times.
- 12.05 Extent of Deployment Plan** - A Deployment Plan may incorporate more than one EOA if the CONTRACTOR has contracted to provide service in more than one EOA.
- 12.06 Posting Locations** - CONTRACTOR shall maintain ambulance post locations, as CONTRACTOR deems necessary.
- 12.07 Posting of Resources** - Posting of the CONTRACTOR's units and resources shall be in accordance with CONTRACTOR's Deployment Plan.
- 12.08 Reassignment of Resources** - A CONTRACTOR that serves multiple operating areas shall be permitted to move resources from one operating area to another operating area only if the moving of resources does not result in the operating area from which the resources are moved becoming non-compliant in that month.
- A. If upon review and analysis ICEMA determines that movement of resources from one operating area to improve compliance in an operating area causes the operating area sending resources to be out of compliance, the original out of compliance operating area shall be cited with an additional out of compliance month.
  - B. The CONTRACTOR shall provide notice to ICEMA of intent to reassign resources to an operating area where additional non-compliance status would result in a Major Breach.
  - C. The CONTRACTOR shall also indicate reassignment of resources in the monthly compliance report to ICEMA and provide a plan of correction.

**13. VEHICLES, EQUIPMENT AND MAINTENANCE**

- 13.01 Minimum Vehicle Requirements** - CONTRACTOR shall provide at least a minimum number of vehicles, which is defined as 120% of the vehicles required in the Deployment Plan. Each transport vehicle shall meet Federal KKK-A-1822C standards or equivalent, at time of original manufacture, except where such standards conflict with State of California standards, in which cases the State standards shall prevail. Each transport unit shall be a Type I, II or III model. All vehicles must have current CHP permits, unless exempted by CHP, and Inyo County ambulance permits.
- 13.02 Staffing, Equipment and Drug Requirements** - CONTRACTOR shall ensure all vehicles utilized by CONTRACTOR in providing service under this Contract shall be staffed and equipped in accordance with state law and ICEMA policies.

- 13.03 Vehicle Replacement/Refurbish Program** - CONTRACTOR shall maintain a vehicle replacement and refurbish program that ensures the replacement or refurbishing of CONTRACTOR's vehicles as set forth in CONTRACTOR's equipment replacement schedule.
- 13.04 Maintenance, Replacement and Reporting** - CONTRACTOR shall adhere to a preventive maintenance program, equipment replacement schedule, and reporting system approved by ICEMA.
- 13.05 Equipment/Supplies Maintenance** - CONTRACTOR shall ensure each transport vehicle meets the ambulance equipment standards of the State of California and ICEMA. At the beginning of each shift, all ambulances shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.
- 13.06 Restocking** - CONTRACTOR shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during the shift.
- 13.07 Responsibility for Maintenance** - CONTRACTOR shall be responsible for furnishing all maintenance of CONTRACTOR's vehicles, on-board equipment, and facilities used by CONTRACTOR in the performance of services under the terms of this Contract.
- 13.08 Odometer Certification** - CONTRACTOR shall ensure emergency ambulance odometers are certified within ne (1) month of the effective date of this Contract and each year thereafter.
- 13.09 Vehicle Identification** - CONTRACTOR shall ensure each transport vehicle shall display the location of its operation division.
- 13.10 Operational Control** - CONTRACTOR shall maintain operational control of the ambulances used in the service of this Contract, at all times. The CONTRACTOR, and its assigned field personnel, shall be in control of the EMS vehicle at all times and must be satisfied, that their equipment is mechanically sound, properly loaded; and the weather, and any other conditions necessary for a safe response and transport are deemed acceptable.
- 13.11 Communications** - Obtain, install, and maintain backup communications in place to provide redundancy which meets the standards and/or requirement of ICEMA policies.
- 13.12 Paint Scheme** - Obtain ICEMA approval of paint scheme and displayed lettering, verbiage, etc. that adorns the outside of CONTRACTOR's emergency response vehicles.
- 14. STAFFING OF AMBULANCE AND RESPONSE UNITS**
- 14.01 ALS Minimum Staffing** - CONTRACTOR shall provide for staffing each ALS ambulance with a minimum of one accredited ALS and one certified BLS personnel per unit.
- 14.02 BLS Minimum Staffing** - CONTRACTOR shall provide for staffing each BLS ambulance with a minimum of two (2) certified BLS personnel per unit.
- 14.03 SCT Unit Staffing** - SCT staffing will be in accordance with ICEMA policy.

**15. DISASTER, MULTI-CASUALTY AND INSTANT AID RESPONSE**

- 15.01 Personnel Recall** - CONTRACTOR shall develop and implement a plan for the immediate recall of personnel for the staffing of additional units in multi-casualty or disaster situations or times of peak overload.
- 15.02 Mutual Aid Response** - To the extent that CONTRACTOR may have resources available, CONTRACTOR shall respond to requests from neighboring jurisdictions and ambulance Contractors for mutual aid that require a Code 3 (lights and siren) response.
- 15.03 Declared State-of-Emergency** - During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business may be interrupted from the moment the state-of-emergency is made known to CONTRACTOR by ICEMA. CONTRACTOR shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, CONTRACTOR shall be exempted from response time performance requirements, including late run deductions, until notified by ICEMA that disaster assistance may be terminated. At the scene of such disasters, CONTRACTOR's personnel shall perform in accordance with ICEMA medical protocols and policies. When state-of-emergency has been terminated, CONTRACTOR shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.
- 15.04 Multi-Casualty Incidents (MCI)** - Normal (i.e., not disaster related) multi-casualty incident calls rendered by CONTRACTOR shall be performed in accordance with approved ICEMA policies in support of the Incident Command System. In the course of rendering services, CONTRACTOR shall not be automatically exempt from late-run assessments, but may appeal assessments for individual calls, otherwise imposed by this Contract.

**16. DATA COLLECTION AND REPORTING REQUIREMENTS**

- 16.01** CONTRACTOR shall maintain data collection and reporting systems that meet the following minimum standards:

**ICEMA Data System** - CONTRACTOR shall utilize ICEMA's electronic patient care record (ePCR) as is now approved, which may change from time to time, for all 9-1-1, 7-digit, and IFTs within ICEMA's area of authority. Upon written notification from ICEMA, CONTRACTOR will have ninety (90) days from execution of this Contract to implement ICEMA's approved ePCR data system.

If possible, CONTRACTOR personnel shall "post" record electronically to the data system prior to leaving patient destination (hospital) however in no case longer than 12 hours or end-of-shift, whichever occurs first. Data received by virtue of this requirement will be made part of the ICEMA Quality Improvement Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system. ICEMA agrees to maintain all confidential information in accordance with applicable laws and regulations, including, but not limited to, the privacy and security standards under the Health Insurance Portability and Accountability Act of 1996, as amended by Health Information Technology for Clinical and Economic Health (collectively, "HIPAA"). ICEMA shall be solely responsible for the costs arising from any breach of confidential information as a result of the actions or omissions of ICEMA.

**16.02 Accuracy and completeness patient data** - CONTRACTOR will assure that data is complete and accurate. For on-going problems with data submission, CONTRACTOR will submit a plan of correction.

**16.03 Data Audits** - ICEMA or the Inyo County Health Officer may require an audit of patient care records and response time data.

**16.04 Ownership of Patient Data/Data Release**

- A. CONTRACTOR AND ICEMA agree that all data and records submitted to ICEMA under the terms of this Contract, including but not limited to dispatch data and records, shall remain the property of ICEMA subject to disclosure by ICEMA pursuant to the California Public Records Act.
- B. CONTRACTOR may assert that any portion of such data or records provided pursuant to this section should be treated as confidential, and is exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, CONTRACTOR shall provide a statement as to the basis for the claim of confidentiality specifying any exemption in law (e.g. Uniform Trade Secrets Act, Civil Code section 3426 et seq.)
- C. ICEMA shall notify CONTRACTOR of any request for information. CONTRACTOR may pursue its legal remedies to prevent disclosure of such information.
- D. The Parties agree that any specific requests for EMS provider information, such as an individual ePCR, shall be referred to the CONTRACTOR for potential release within the CONTRACTOR's policy and in compliance with all applicable State and federal laws including HIPAA and the CMIA. All EMS Data generated is subject to HIPAA and the CMIA, including "need to know" and "minimum necessary" provisions of the Act and CMIA.

**16.05 Financial Audits** - ICEMA or the Inyo County Health Officer may require an audit of books and records of the CONTRACTOR. Such audit shall be carried out by a person selected by the CONTRACTOR and approved by ICEMA and the Inyo County Health Officer. If agreement cannot be reached on a person to perform the audit, the financial audit shall be carried out by a Certified Public Accountant selected by the ICEMA and the County Health Officer. If there is any charge, cost or fee for such an audit such shall be paid by the CONTRACTOR.

**16.06 On-site Disclosure** - In addition to the aforementioned reports and data, CONTRACTOR shall maintain up-to-date records and data pertaining to its services specific to Inyo County, as listed below. CONTRACTOR shall make such reports and data available for on-site review and inspection, upon request of ICEMA.

- A. Services by payor source
- B. Services provided by category (e.g., ALS, BLS and mileage) and by financial class.
- C. Services by date of service.
- D. Collections by payor source.

**17. COMPENSATION TO PROVIDER**

**17.01 Compensation** - As compensation for the services, equipment, and materials furnished under this Contract, PROVIDER shall receive the following as full compensation:

- A. Market rights as specified herein
- B. Income from fee for service billing and other reimbursement mechanisms as specified.

**17.02 Exclusivity** - In consideration for all of the services, equipment, materials, and supplies to be furnished by PROVIDER, the ICEMA Governing Board has designated CONTRACTOR as an

exclusive provider of ambulance services within the geographical areas defined by this Contract. CONTRACTOR and ICEMA agree that said designation shall begin on the effective date of this Contract and shall continue throughout the term of this Contract, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for CONTRACTOR compensation incorporated herein, ICEMA has fulfilled any and all obligations it may have presently or at any time during the term of this Contract to compensate, reimburse, or otherwise pay CONTRACTOR for services provided to medically-indigent patients. Nothing in this section shall effect Inyo County's obligation to pay for services to medically indigent patients. Nothing in this Contract is intended to create any duty on the part of ICEMA to pay for ambulance or emergency medical services rendered to any individual.

**17.03 User Fees Rate Adjustment** - CONTRACTOR acknowledges that ICEMA has the authority to determine rates for services provided under this Contract and has exercised that authority by establishing the rates. The rates shall remain in force and effect throughout the term of this Contract unless modified or adjusted pursuant to process as defined in Attachment 8 (San Bernardino County Ambulance Ordinance).

**17.04 On-Scene Collections** - CONTRACTOR's personnel shall not request payment for services rendered under this Contract in response to any 9-1-1 call either at the scene of the call, enroute, or upon delivery of the patient.

**17.05 Billing and Collections** - CONTRACTOR's billing and collection program shall be managed in compliance with all applicable local, state and federal laws and regulations.

**18. COMPLIANCE**

**18.01 Changes in Practices and Procedures** - CONTRACTOR shall adhere to said practices, procedures, schedules, and policies except as provided herein. The parties acknowledge and agree that certain items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other third-party payors. Such rules, regulations, policies, and procedures may change from time to time and CONTRACTOR's practices and procedures must change in response to such changes. The parties agree that it would be impractical to amend this Contract to reflect such changes each time they occur and therefore agree that CONTRACTOR may change the practices, procedures, schedules, and policies referred to above without a formal amendment to this Contract, subject, however, to the review and approval of the ICEMA EMS Administrator. Nothing in this section, however, shall be construed as authorizing any increase in the user fees or rates without complying with such rate adjustment provisions as contained herein.

**18.02 Loss of Business** - CONTRACTOR understands that a loss of this Contract in a future bid cycle means the loss of all business covered by the exclusivity provisions of this Contract in the EOA during the term of this Contract. CONTRACTOR accepts this as a reasonable solution to the problems of system-wide disruption that would otherwise occur.

**18.03 Outside Work** - CONTRACTOR shall not be prohibited from doing outside work, which is unrelated to advanced life support or medical transportation, so long as such work does not detract from CONTRACTOR's primary emergency services responsibilities under this Contract.

**19. MOST FAVORED CUSTOMER**

This Contract shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission from ICEMA. Similarly, any change in ownership equal to or greater than

fifty percent (50%) of CONTRACTOR's company shall be considered a form of assignment of this Contract, and must be approved by ICEMA, provided however, that ICEMA shall not unreasonably withhold its approval of such change in ownership.

**20. RESTRICTION OF SERVICES TO CHRONIC ABUSERS**

To protect the CONTRACTOR from possible financial loss as a result of such abuse, the following provision is made:

CONTRACTOR may identify by name specific individuals that the CONTRACTOR has found are chronic abusers of their service system. The CONTRACTOR shall document such abuse, and if the ICEMA Medical Director agrees that a named individual is a chronic abuser, CONTRACTOR may refuse to render transfer services unless the individual can present an original signed statement from a licensed physician that such transfer service is medically necessary to protect that individual's health and safety. CONTRACTOR shall, however, and if requested by the individual, attempt to secure such prior physician authorization initially by telephone, obtaining the written authorization upon delivery of the patient.

**21. AUDITS AND INPECTIONS**

**21.01 Reasonable Inspection Notice** - In addition to ICEMA's authority under Section 16, at any time during normal business hours, and as often as may reasonably be deemed necessary, ICEMA's representatives may observe CONTRACTOR'S operations. CONTRACTOR shall make available to ICEMA for its examination, its records with respect to all matters covered by this Contract, and make excerpts or transcripts from such records, and may make audits of all Agreements, invoices, materials, inventory records, roster of all EMS licensed/certified and/or accredited personnel, daily logs, and other data related to all matters covered by this Contract. ICEMA representatives may, at any time, and without notification, directly observe CONTRACTOR's operation at the CONTRACTOR's dispatching center, maintenance facility, and any ambulance post location. ICEMA representatives may ride as "third person" on any of the CONTRACTOR's units at any time, provided, however, that in exercising this right to inspection and observation, ICEMA representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR'S personnel in the performance of their duties.

**21.02 Normal Business Hours Restriction** - ICEMA's right to inspect records in CONTRACTOR's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the CONTRACTOR in advance of any such visit. ICEMA's right to observe and inspect operations shall not be restricted by normal business hours and shall not require advance notification.

**21.03 Authorized Observers** - This right to directly observe CONTRACTOR's field operations, CONTRACTOR dispatch operations, and maintenance shop operations shall also extend to authorized representatives of ICEMA or other persons authorized by ICEMA. Such persons shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with CONTRACTOR's personnel in the performance of their duties.

**21.04 Exception to Section** - The terms of this section shall not apply where ICEMA has a reasonable cause to believe that a significant and substantial violation of this Contract has occurred, or is imminent to occur, that may endanger the general public health or is necessary to preserve records that relate to the enforcement provisions of this Contract.

**22. Quality Improvement Plan**

**22.01** CONTRACTOR shall participate in system related QI activities. CONTRACTOR's plan shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care provided for the purpose of improving patient care, service, and outcome. CONTRACTOR's QI Plan shall include a mechanism for notifying ICEMA of any unusual occurrences which could impact certification/licensure of any EMS personnel.

**22.02** CONTRACTOR shall identify an individual as responsible for overall coordination of CONTRACTOR's local QI program. This individual shall have specialized training, knowledge, and/or previous successful experience in preparation in QI principles/techniques to oversee this program.

**22.03** CONTRACTOR shall have a program for assuring field personnel are prepared to respond on emergency requests through orientation, in-service training and continuing education (CE). This program shall comply with any ICEMA requirements as they exist now or may change in the future, and responsive to CONTRACTOR's Quality Improvement Plan.

**23. Records and Record Keeping**

**23.01** CONTRACTOR shall retain all documents pertaining to Inyo County operations for a period of no less than six (6) years from the effective and continuing no less than Five (5) years following termination of Contract, or further period as required by laws, and until all Federal, State audits are complete and exceptions resolved. These records shall be available to authorized representatives of ICEMA, Inyo County, the State of California, and the Federal Government.

**23.02** CONTRACTOR shall review compliance data as captured by ePCR and ICEMA designated communication dispatch center(s) and validate information contained.

**23.03** CONTRACTOR's responding personnel shall report to ICEMA's designated communications dispatch center in-service, responding, on-scene, in area locating, departing scene, arrival at destination, or other time sensitive metrics. Failure to report any times identified in this Contract and/or its Exhibits, shall be deemed as exceeding the required time parameter(s) as they may relate to Contract performance. Repeated failures to report time sensitive metrics shall be deemed a breach of CONTRACTOR's contractual obligations to ICEMA.

**23.04** CONTRACTOR field personnel whose job includes the care, treatment, transportation of patients, shall complete an ePCR on all EMS responses including patient contact, non-transportations and cancelled calls.). CONTRACTOR shall utilize ICEMA's ePCR data system as now exists and as may change from time to time in the future.

**24. Morals Clause**

If CONTRACTOR, CONTRACTOR's personnel, subcontractor, subcontractor personnel, independent agent, representative, etc. commits any act or becomes involved in any situation, or occurrence, which brings CONTRACTOR into public disrepute, contempt, scandal or ridicule, or which justifiably shocks, insults or offends a significant portion of the community, or if publicity is given to any such conduct, then ICEMA shall have the right to terminate this Contract as described in Section III, subsection O Termination of Contract, item (2)a,b,c).

**25. Termination of Contract**

**25.01 For Convenience**

ICEMA for its convenience may terminate this Contract in whole or in part upon 180-calendar day's written notice. Upon receipt of termination notice, CONTRACTOR shall promptly discontinue services unless the notice directs otherwise.

**25.02 Termination for Cause**

ICEMA may terminate this Contract for cause:

- A. Minor Breach – Upon notification by ICEMA to CONTRACTOR of a minor breach in contract performance, CONTRACTOR shall have 60- calendar days to correct breach to ICEMA's satisfaction.
- B. Major Breach – Upon notification by ICEMA to CONTRACTOR of a major breach in contract performance, CONTRACTOR shall have 10-calendar days to correct breach to ICEMA's satisfaction.
- C. Severe Breach – If in the opinion ICEMA believes that CONTRACTOR's continued performance has the potential to jeopardize the public's well-being, health, and/or safety, Contract shall immediately discontinue services unless the

If, within the fifteen (15) days after delivery of notice of termination for cause, ICEMA's representative is satisfied that the material breach can be and has been cured, such notice will be voluntarily withdrawn in writing and this Contract shall remain in effect.

ICEMA's decisions in the matters referred to above may be appealed by CONTRACTOR to the ICEMA Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA's decision is final. When such matters are appealed to the ICEMA Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and argument as may be reasonably presented, and shall with thirty (30) calendar days following the hearing, render written findings and decision to uphold, modify, or overturn the initial decision. The ICEMA Governing Board's decision shall be final.

**26. END TERM PROVISIONS**

**26.01 Transition Period** - In the event CONTRACTOR is not the winner of ICEMA's next bid competition, CONTRACTOR shall continue to provide services during the transition period, and shall assist both ICEMA and its new CONTRACTOR in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both CONTRACTOR and ICEMA during the period of transition from one CONTRACTOR to another. In the event the bidding and contract process is not completed six (6) months prior to the termination date of this contract, the CONTRACTOR shall continue to provide services in six (6) month increments from the end date of this contract until such time that the process is finalized.

**26.02 Equipment Replacement Program** - CONTRACTOR shall submit a proposed equipment replacement program, which shall include, in part, the equipment replacement policy. This policy shall state CONTRACTOR's operational assumptions regarding the anticipated safe useful life of equipment items, by category or type, and CONTRACTOR's general plan for equipment replacement in accordance with the plan.

**26.03 Right to Required Replacement** - Throughout the term of this Contract and any extension period, ICEMA may, after an inspection and for cause, require CONTRACTOR to replace any equipment at any time after that item's scheduled replacement date, as defined by the terms of

CONTRACTOR's submitted and accepted equipment replacement program. However, if through superior maintenance or by other means, CONTRACTOR is able to extend the safe useful life of an equipment item beyond its time of scheduled replacement, ICEMA shall not, except for cause, require replacement of that item. These controls relate only to equipment kept in service beyond scheduled replacement date, and are in addition to regulatory requirements affecting equipment standards and inspections imposed by law or ICEMA.

**26.04 Transfer of Goodwill** - Upon termination of this Contract, and if CONTRACTOR is not the winner of the next bid competition, CONTRACTOR shall convey to ICEMA or its new CONTRACTOR, all rights to business for ambulance service pursuant to the EOA provisions of this Contract that have been developed by CONTRACTOR during the term of this Contract. However, CONTRACTOR shall assert no claim of rights to conduct business within the contracted EOA after the termination of this Contract, nor shall CONTRACTOR assert any claim of compensation owed relative to the loss of such business.

**26.05 Consent to Bid Procedure** - By accepting this Contract, CONTRACTOR acknowledges and accepts periodic bid competition, as structured under this or subsequent contracting procurement process, as a safe, fair, and economically effective method of awarding and periodically reallocating business and market rights in the ambulance service industry.

**27. DISPUTE AND GRIEVANCE PROCEDURE**

**27.01 Dispute Resolution** - ICEMA's duties shall include monitoring the operation of this Contract and insuring that CONTRACTOR fulfills its obligations hereunder. In fulfilling this responsibility, ICEMA shall employ a staff member knowledgeable in issues concerning emergency medical services, emergency ambulance services and the terms of this Contract.

**27.02 Monthly Performance Reports** - ICEMA shall review monthly reports regarding CONTRACTOR's performance under the terms and conditions of this Contract and shall assess liquidated damages to be paid by CONTRACTOR as specified herein and according to the terms hereof. Such reports shall include, but are not limited to, a summary report of all response time exemptions requested by CONTRACTOR. The reports shall provide a detailed explanation of all response time exception requests, which CONTRACTOR chooses to submit for consideration. CONTRACTOR shall have a full opportunity to present any exculpatory or mitigating evidence prior to ICEMA's determination concerning the assessment of any liquidated damages.

**27.03 Disputes and Grievances** - ICEMA shall attempt to resolve disputes or grievances concerning Contract performance matters between CONTRACTOR and any city fire district, public agency, consumer of service, and any other interested person or party. ICEMA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies, which are reasonably available.

**27.04 Strike Notification** - CONTRACTOR shall notify ICEMA, local hospitals, and area EMS providers upon reasonable knowledge of a strike by CONTRACTOR's personnel. This notification shall occur as soon as the information becomes verifiable prior to the effective strike date. An action plan will be provided to ICEMA as soon as possible, but not more than 24 hours following ICEMA notification. The action plan must be acceptable to ICEMA.

**27.05 Strike Mitigation** - CONTRACTOR shall take every reasonable action necessary to prevent the strike from adversely affecting the provision of emergency medical services. In the event of a strike, ICEMA may exercise the "emergency take over" provision contained within the

agreement until the CONTRACTOR can resume normal operations where (1) no action plan is provided and/or initiated by the CONTRACTOR; or (2) CONTRACTOR's action plan is unable to meet standards under this Contract. ICEMA will not unreasonably withhold acceptance of CONTRACTOR's action plan.

**27.06 Minor Breach of Agreement** - ICEMA shall also have the power to assess liquidated damages for CONTRACTOR's "minor breaches" of this Contract. "Minor breaches" shall mean failure to fulfill any of the terms and conditions of this Contract that do not amount to a MAJOR BREACH of the Agreement, as delineated in Section 28.01.

**27.08 Appeal to ICEMA** - ICEMA's decisions in the matters referred to above may be appealed by CONTRACTOR to the ICEMA Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA's decision is final. When such matters are appealed to the ICEMA Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and argument as may be reasonably presented, and shall, within thirty (30) calendar days following the hearing, render written findings and decision to uphold, modify, or overturn the initial decision. The ICEMA Governing Board's decision shall be final. Notwithstanding this provision, CONTRACTOR may utilize the Dispute Resolution provisions as set forth in Section XXXIX of this Contract for final resolution of such disputes.

**27.09 Satisfaction of Liquidated Damages** - When decisions made under the above provisions become final, and CONTRACTOR is found at fault, CONTRACTOR shall pay to ICEMA, sums sufficient to fulfill the liquidated damages, if any, as set forth herein.

**28. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS**

**28.01 Major Breach Definitions** - Conditions and circumstances that shall constitute a major breach of contract by the CONTRACTOR include the following:

- A. Failure of the CONTRACTOR to operate its services in a manner which enables ICEMA and the CONTRACTOR to remain in compliance with the requirements of the applicable federal, state and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this Contract. Once a takeover has been completed, ICEMA shall, as soon as reasonably possible, select a new ambulance provider, utilizing a competitive bid process.
- B. Failure to comply with response time requirements within the EOA for three (3) consecutive months or four (4) months in any twelve consecutive month period shall be considered a major breach of Contract.
- C. Response time compliance falls below 80 percent (80%) for any month within the term of this Contract.
- D. Intentional falsification or omission of data or information supplied to ICEMA, which affects or has the effect of enhancing CONTRACTOR's performance under this Contract.
- E. Failure to report and comply when penalty provisions apply.
- F. Failure to maintain in force throughout the term of this Contract, including any extensions thereof, the insurance coverage required herein.
- G. Multiple or unremediated failures to correct any minor breach within a reasonable period of time.
- H. Any act or omission of CONTRACTOR, which, in the reasonable opinion of the ICEMA Medical Director, poses a serious risk to public health and safety.
- I. CONTRACTOR terminates its contract with the County for provision of indigent transport services.

**28.02 Notice to Contractor**

If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify CONTRACTOR of such existence or occurrence. CONTRACTOR shall have a period of time, which shall be reasonable under the circumstances, to take appropriate remedial action to correct the deficiencies. CONTRACTOR and ICEMA staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to the other remedies available herein.

**28.03 Unresolved Allegation** - If an allegation of MAJOR Breach has not been resolved under the above provisions, the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify CONTRACTOR in writing and ICEMA shall immediately undertake an emergency takeover of CONTRACTOR's operations pursuant to the provisions herein.

**28.04 ICEMA Discretion** - If ICEMA finds that only a MINOR Breach has occurred, or that a MAJOR Breach has occurred but the public health and safety would not be endangered by allowing CONTRACTOR to continue its operations, then ICEMA may require other actions, short of termination and takeover, as it deems appropriate under the circumstances.

**28.05 Governing Board Hearing**

After CONTRACTOR is given reasonable notice, the ICEMA Governing Board shall hold a hearing upon the ICEMA EMS Administrator's recommendations. The Board shall receive and consider any additional information and evidence on the matter which CONTRACTOR or others may wish to present, and determine whether a MAJOR Breach of this Contract has occurred and whether said breach is such that the public health and safety would be endangered by allowing CONTRACTOR to continue its operations under this Contract. If the Governing Board finds that a MAJOR breach has occurred, it shall declare this Contract terminated and commence action to affect an immediate takeover by ICEMA of CONTRACTOR's operations.

If the Governing Board finds that only a MINOR Breach has occurred, or that a MAJOR Breach has occurred but that allowing CONTRACTOR to continue its operations would not endanger the public health and safety, the Governing Board may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.

**28.06 Expedited Hearing Process** - If, in the judgment of the ICEMA EMS Administrator, it appears a condition or circumstance of MAJOR Breach exists or has occurred and that such condition or circumstance presents an immediate danger to the public health and safety, the ICEMA EMS Administrator, after giving notice to CONTRACTOR, may take the matter directly and immediately to the Governing Board for its determination under the above provisions.

**28.07 Notice of Default** - Pursuant to the above provisions, ICEMA shall have the right to terminate, cancel, or takeover services provided under this Contract or to pursue any appropriate legal remedy in the event of a MAJOR BREACH. In such instance, ICEMA shall provide written notice to CONTRACTOR specifying the date and time of intended termination or takeover.

**28.08 Declaration of Public Health Officer** - The parties understand and agree that the San Bernardino County Public Health Officer may determine that the facts constituting a default may also constitute a public health emergency. In the event that the Public Health Officer declares a public health emergency arising out of a default by CONTRACTOR, CONTRACTOR agrees that the Public Health Officer may exercise any power of the Governing Board under this Contract in

addition to any power authorized by law.

**28.09 Emergency Takeover** - Without limiting ICEMA's rights as set forth herein, in the event ICEMA determines that a MAJOR BREACH, actual or threatened, has or will occur, or that another event has or will occur that prevents performance, and if the nature of the breach or inability to perform is, in the reasonable opinion of the ICEMA Administrator, such that public health and safety are endangered, and after CONTRACTOR has been given notice and an opportunity deemed reasonable by the ICEMA Administrator to correct the deficiency (which notice may be less than 30 days, depending on the circumstances and gravity of the breach), the matter may be presented to the Governing Board. If the Governing Board concurs that a breach has occurred and that the health and safety would be endangered by allowing CONTRACTOR to continue its operations, CONTRACTOR shall cooperate fully with ICEMA to affect an immediate takeover by ICEMA of CONTRACTOR's EOA. Such takeover may be affected at any time after action by the Governing Board or within such time period as the Governing Board deems to be appropriate.

**28.10 Takeover Cooperation**

- A. CONTRACTOR shall not be prohibited from disputing any such finding of MAJOR Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the ICEMA.
- B. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a MAJOR Breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the emergency takeover by ICEMA.
- C. CONTRACTOR's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the CONTRACTOR of the finding of MAJOR Breach, and shall not in any way jeopardize CONTRACTOR'S right to recovery should a court later find that declaration of MAJOR Breach was made in error. However, failure on the part of the CONTRACTOR to cooperate fully with ICEMA to effect a safe and smooth takeover of operations shall itself constitute a MAJOR Breach of this Contract, even if it was later determined that the original declaration of MAJOR Breach was made in error.
- D. The ICEMA Governing Board shall be the final authority for ICEMA.

**29. GENERAL CONTRACT REQUIREMENTS**

**29.01 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**29.02 Representation of the ICEMA**

In the performance of this Contract, CONTRACTOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

**29.03 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either party have the right,

power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

**29.04 Primary Point of Contact**

CONTRACTOR will designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR or designee must respond to ICEMA inquiries within two (2) business days. CONTRACTOR shall not change the primary contact without written acknowledgement to the ICEMA. CONTRACTOR will also designate a back-up point of contact in the event the primary contact is not available.

**29.05 Emergency Contact**

CONTRACTOR shall provide a point of contact including name(s), title(s), telephone number(s), email(s), etc. for emergency purposes. This point of contact shall be available 24/7/365. Failure to maintain shall be considered a minor breach of CONTRACTOR's contract performance. Repeated failures to maintain shall be considered a major breach of CONTRACTOR's contract performance.

**29.06 Change of Address**

CONTRACTOR shall notify ICEMA in writing, of any change in mailing address within ten (10) business days of the change.

**29.07 Subcontracting**

CONTRACTOR agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance and payments of any subcontractor's contract.

**29.08 Contract Assignability**

Without the prior written consent of ICEMA, the Contract is not assignable by CONTRACTOR either in whole or in part.

**29.10 Agreement Modification**

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of CONTRACTOR and ICEMA.

**29.11 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**29.12 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**29.13 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**29.14 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**29.15 Contract Exclusivity**

ICEMA reserves the right to enter into other agreements with other Contractors for EMS aircraft; air ambulance and air rescue 9-1-1, 7-digit, and IFT ambulance services. ICEMA does not guarantee or represent that the CONTRACTOR will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**29.16 Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the CONTRACT, the CONTRACTOR shall notify ICEMA within one (1) working day, in writing and by telephone.

**29.17 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**29.18 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in Inyo County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District or the Federal District Court, Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

**29.19 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**29.20 Licenses, Permits, Accreditation and/or Certifications**

CONTRACTOR shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The CONTRACTOR shall maintain these licenses, permits, accreditations and/or certifications in effect for the duration of this Contract. CONTRACTOR will notify ICEMA immediately of loss or suspension of any such licenses, permits, accreditations and/or certifications. Failure to maintain a required license, permit, accreditation and/or certification may result in immediate termination of this Contract.

**29.21 Prevailing Wage Requirements**

By its execution of this Contract, CONTRACTOR certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of

Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the CONTRACTOR's principal place of business and at the project site. CONTRACTOR will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations.

**29.22 Conflict of Interest**

CONTRACTOR shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. CONTRACTOR shall make a reasonable effort to prevent employees, CONTRACTOR, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom CONTRACTOR's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**29.23 Improper Consideration**

CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this Contract.

ICEMA, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

CONTRACTOR shall immediately report any attempt by an ICEMA employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR. The report shall be made to the supervisor or manager charged with supervision of the employee or ICEMA. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

**29.24 Former County/ICEMA Administrative Officials**

Contractor agrees to provide or has already provided information on former Inyo County, San Bernardino County or ICEMA administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former Inyo County, San Bernardino County or ICEMA administrative officials who terminated Inyo County, San Bernardino County or ICEMA employment within the last five (5) years and who are now officers, principals, partners, associates, members or employees of proposer.

The information also includes the employment with or representation of Contractor. For purposes of this provision, "Inyo County, San Bernardino County or ICEMA administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer, Administrator or member of such officer's staff, ICEMA department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**29.25 Improper Influence**

Proposer shall make all reasonable efforts to ensure that no individual, Inyo County, San Bernardino County, or ICEMA officer, or employee, whose current or previous position in Inyo County, San Bernardino County, or ICEMA enables him/her to influence on behalf of Proposer any award of the Contract or any competing offer or, shall have any direct or indirect financial interest resulting from the award of the Contract, or shall have any relationship to the Proposer or office or employee of the Proposer.

**29.26 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, ICEMA determines that CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this Contract may be immediately terminated. If this Contract is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

**29.27 Financial Liability**

ICEMA shall not be liable for any costs or expenses incurred by CONTRACTOR to satisfy CONTRACTOR's responsibilities under this Contract, including any costs or expenses incurred by CONTRACTOR for services provided to patients lacking the ability to pay for services.

**29.28 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Contract or CONTRACTOR's relationship with ICEMA may be made or used without prior written approval of ICEMA.

**29.29 Debarment and Suspension**

The CONTRACTOR certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

**29.30 Informal Dispute Resolution**

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or

disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**29.31 ICEMA Representative**

The EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by CONTRACTOR. The ICEMA Board of Directors must approve all amendments to this Contract.

**29.32 Data Protection**

Data received by virtue of this Contract will be made part of the ICEMA Continuous Quality Improvement (CQI) Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system.

ICEMA will not use or make available any personally identifiable information other than required State and/or Federal reporting purposes and the Inland Empire E.H.R. Resource Center for the Health Information Exchange project, unless requested by CONTRACTOR in writing.

**29.33 Confidentiality**

The parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this Contract or that become effective during the term of this Contract, including, but not limited to, facility and professional licensing, and or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

**29.34 Public Health Authority**

ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512.

**29.35 No Third Party Beneficiaries**

The parties do not intend to confer and this Contract shall not be construed to confer any rights to any person, group, corporation or entity other than the parties.

**29.36 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**29.37 Disclosure of Criminal and Civil Procedures**

ICEMA reserves the right to request the information described herein from the CONTRACTOR selected for Contract award. Failure to provide the information may result in a disqualification from the award of Contract to CONTRACTOR. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The CONTRACTOR also may be requested to provide information to clarify initial responses. Negative information discovered may result in disqualification of award of Contract.

CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the CONTRACTOR will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the CONTRACTOR is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the CONTRACTOR will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**29.38 American Recovery and Reinvestment Act Funding (ARRA)**  
**Use of ARRA Funds and Requirements**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the other party for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by the parties and any subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. The parties must contact the party contact if either party has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. The parties will also be required to provide detailed information regarding

compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the parties may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. The parties agree to fully cooperate in providing information or documents as requested by the each other pursuant to this provision. Failure to do so will be deemed a default and may result in the termination of this Contract.

The parties may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have any subcontractor also register in the same database. The parties must contact the party with any questions regarding registration requirements.

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. The parties agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, the parties agree to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

The parties may be required to provide detailed information regarding expenditures so that the parties may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. The parties agree to fully cooperate in providing information or documents as requested by the each other pursuant to this provision. Failure to do so will be deemed a default and may result in the termination of this Contract.

#### **Whistleblower Protection**

The parties agree that both and any subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a Contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a Contract) awarded or issued relating to ARRA funds.

- 1) It is the intent of ICEMA to ensure open communication, as well as active coordination and cooperation between all EMS system participants within ICEMA's area of authority. CONTRACTOR shall ensure that any unresolved incidents or sensitive issues involving other EMS system participants are brought to the attention of ICEMA.

- 2) In all unresolved disputes arising out of the normal day-to-day operational interface between CONTRACTOR and other EMS system participants, ICEMA shall provide mediation/facilitation so as to affect a resolution, equitable to all parties, for said dispute.
- 3) Medical evacuation services rules of the FARs shall apply to all pilots.

### **30. INDEMNIFICATION**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless Inyo County, its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and ICEMA, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Inyo County, San Bernardino County and/or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to Inyo County's, San Bernardino County's and/or ICEMA's "active" as well as "passive" negligence but does not apply to Inyo County's, San Bernardino County's and/or ICEMA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

### **31. INSURANCE**

#### **31.01 Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County, its authorized officers, employees, agents and volunteers and ICEMA and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Inyo County, San Bernardino County and/or ICEMA to vicarious liability but shall allow coverage for ICEMA to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

#### **31.02 Waiver of Subrogation Rights**

The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against Inyo County its authorized officers, employees, agents and volunteers, San Bernardino County its authorized officers, employees, agents and volunteers and/or ICEMA, its officers, employees, agents, volunteers, Contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against Inyo County, San Bernardino County and/or ICEMA.

#### **31.03 Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Inyo County, San Bernardino County and/or ICEMA.

#### **31.04 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and Inyo County, San Bernardino County and/or

ICEMA or between Inyo County, San Bernardino County and/or ICEMA and any other insured or additional insured under the policy.

**31.05 Proof of Coverage**

The CONTRACTOR shall furnish Certificates of Insurance to ICEMA evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ICEMA, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**31.06 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**31.07 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**31.08 Failure to Procure Coverage**

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County of San Bernardino and/or ICEMA has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County of San Bernardino and/or ICEMA will be promptly reimbursed by the CONTRACTOR or payments to the CONTRACTOR will be reduced to pay for County of San Bernardino and/or ICEMA purchased insurance.

**31.09 Insurance Review**

Insurance requirements are subject to periodic review by ICEMA. The San Bernardino County Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of Inyo County, San Bernardino County and/or ICEMA. In addition, if San Bernardino County's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Inyo County, San Bernardino County and/or ICEMA, inflation, or any other item reasonably related to Inyo County's, San Bernardino County's and/or ICEMA's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of Inyo County, San Bernardino County and/or ICEMA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Inyo County, San Bernardino County and/or ICEMA.

### **3.10 Insurance Specifications**

The CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If the CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- A. **Workers' Compensation/Employer's Liability** - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the CONTRACTOR and all risks to such persons under this Contract.

If CONTRACTOR has no employees, it may certify or warrant to the County of San Bernardino and/or ICEMA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County of San Bernardino Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- B. **Commercial/General Liability Insurance**  
The CONTRACTOR shall carry General Liability Insurance covering all operations performed by or on behalf of the CONTRACTOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

- C. **Automobile Liability Insurance** - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol

1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the CONTRACTOR is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Professional Liability Insurance coverage with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits or

Errors and Omissions Liability coverage with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits  
or

Directors and Officers Liability coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Contract completion.

- D. Cyber Liability- Contractor, at its sole cost and expense, shall carry Cyber Liability Insurance, with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**32. NOTICE**

Any notice or notices required, pursuant to this Contract, may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the representative at the following addresses:

EMS Administrator  
ICEMA  
1425 South D Street  
San Bernardino, CA 92415-0060

CONTRACTOR:  
XXX  
XXX  
XXX, XXX

**33. CALIFORNIA LAW**

This Contract shall be construed and interpreted according to the laws of the State of California.

**34. ENTIRE CONTRACT**

This Contract contains the entire Contract between the parties hereto with respect to the matters referred to herein. No other prior contemporaneous Contracts, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto.

**IN WITNESS THEREOF, ICEMA, and Contractor have executed this Contract to be effective upon the date this Contract becomes fully executed by all Parties.**

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

▶ \_\_\_\_\_  
James Ramos, Chair, Board of Directors

By ▶ \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

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

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
Laura H. Welch, Secretary

Title \_\_\_\_\_  
*(Print or Type)*

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

By \_\_\_\_\_  
*Deputy*

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form  
▶ \_\_\_\_\_  
Counsel  
Date \_\_\_\_\_

Reviewed by Contract Compliance  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Presented to Board for Signature  
▶ \_\_\_\_\_  
Date \_\_\_\_\_



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 27

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

**FROM:** County Administrator  
**By:** Patricia Gunsolley, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** June 9, 2015

**SUBJECT:** Fish and Game Budget Amendment

**DEPARTMENTAL RECOMMENDATION:** - Request Board A) approve an expenditure from the Fish and Game fine fund in the amount of \$1,000 to the Eastern Sierra Wildlife Care for the care and feeding of injured and sick animals; and B) amend the FY 2014-2015 Fish and Game Budget Unit 024200 by increasing unanticipated revenue in Fines (Revenue Code #4213) by \$1,000 and increasing appropriations in General Operating (Object Code #5311) by \$1,000. (4/5's vote required)

**SUMMARY DISCUSSION:** - During your May 5, 2015 meeting, at the request of the Fish and Game Advisory Commission, your Board authorized a \$1,500 contribution to the Eastern Sierra Wildlife Care. The Commission has advised that the original amount of the request presented by the Commission was not correct and actually the organization requested and the Commission approved a \$2,500 donation. Eastern Sierra Wildlife Care and the Commission are requesting that your Board consider an additional contribution of \$1,000 to the organization to provide for the original amount requested and approved by the Commission. In order to have sufficient funds to cover this additional \$1,000 contribution it will be necessary for your Board to approve a Budget Amendment, which will reduced the Fish and Game Fine Fund by \$1,000

**ALTERNATIVES:** Your Board could choose to not fund the additional amount being requested. Staff awaits your Board's direction.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** The budget amendment will allow for the contribution as requested. There is sufficient money in the Fine Fund to accommodate this request.

| <b><u>APPROVALS</u></b>    |                                                                                                                                                                                                                                                    |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BUDGET OFFICER:</b>     | <b>BUDGET AMENDMENTS</b> (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.)<br>Approved: _____ Date _____                                         |
| <b>COUNTY COUNSEL:</b>     | <b>AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)<br>Approved: _____ 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 Assistant Clerk of the Board.)<br>Approved: <i>[Signature]</i> Date <i>6/4/2015</i>                                |
| <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 Assistant Clerk of the Board.)<br>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)



COMMISSION MEMBERS  
DOUGLAS BROWN  
STEVE IVEY  
GARRETT MCMURTRIE  
JOE PECSI

INYO COUNTY  
FISH AND WILDLIFE COMMISSION

407 WEST LINE STREET • BISHOP, CA 93514

REPLY TO:

Ychelle Tillemans  
2273 Brigadoon Ave.  
Bishop, CA 93514

Corrected donation letter:

On February 19<sup>th</sup>, 2015, the Commission unanimously approved a donation in the amount of \$2,500.00 to Cindy Klamer for Eastern Sierra Wildlife Care.

There was a typo in the donation letter and the minutes reflecting a donation in amount of \$1,500 when it should have been \$2,500.00.

The Inyo County Board of Supervisors have already received and approved the \$ 1,500.00 donation.

The F&W Commission is requesting that you please approve the additional \$1,000.00 to the ESWC.

The approved and corrected minutes of February 19<sup>th</sup>, 2015 are attached.

If you should have any questions, please feel free to contact me.

Thank you,

Ychelle Tillemans  
Secretary of the Fish & Wildlife Commission

# FISH AND WILDLIFE COMMISSION

## CORRECTED MINUTES

The Fish and Wildlife Commission met on Thursday, February 19, 2015 at the Fish & Game conference room.

### Call to Order:

Doug Brown called the meeting to order at 3:03 p.m.

### Roll Call

#### Members Present:

Doug Brown (DB)                  Garrett McMurtrie (GM)                  Joe Pecci (JP)                  Steve Ivey (SI)

#### Members Absent:

Larry McIntosh (LM)

#### Others Present:

Jim Erdman (JE)                  Bill Dailey (BD)                  Cindy Kamler (CK)                  Dick Noles (DN)  
Bill Daily (BD)

#### Financial Report

\$14,434.00

#### Approval of Minutes

JP made a motion to approve minutes, GM seconded the motion, motion approved unanimously.

#### Public Comment

None.

#### Fish & Game Report

JE wants to report to the media where planting is so fisherman don't arrive to a dry lake due the drought.

#### New Business:

1. Life of a Trout: Tabled.
2. Dick Noles requested a \$1,500 donation from the Fish and Wildlife Commission to help with the funding of a Handicapped boat ramp for Sonders Pond. GM made a motion that the Fish and Wildlife Commission donate \$1,500.00 to the project and JP 2<sup>nd</sup> the motion. The motion was approved unanimously.
3. Bruce Ivey had a presentation on the Fish in the classroom, (see attached) and requested a \$1,500 donation to help fund the Fish in the Classroom project. GM made a motion that the Fish and Wildlife Commission donate \$1,500.00 to the project and JP 2<sup>nd</sup> the motion. The motion was approved unanimously.
4. Cindy Kamler requested a \$2,500 donation on behalf of the Eastern Sierra Wildlife Care to help with food and care. SI made a motion that the Fish and Wildlife Commission donate \$2,500.00 to the project and JP 2<sup>nd</sup> the motion. The motion was approved unanimously.
5. Bruce Ivey has many concerns regarding the decline of fish planting in Inyo County as it is down 60%. The State law requires 2.75 lbs. of trout planted per every license sold. 1.8 licenses were sold this year which would equal just short of 5 million lbs. 1.6 million lbs. are projected for 2015.
6. There is no new information regarding hunting dogs.

#### Commission Reports:

JP reported that AB395 is out and Gallagher initiated it and will have more information next meeting.

#### Next Meeting:

March 19, 2015, at 3:00 p.m. at the Fish and Game Department.

#### Meeting Adjourned at 4:11 p.m.