

COUNTY OF INYO
REQUEST FOR PROPOSALS



On behalf of the Community Corrections
Partnership (CCP) and
Inyo County Board of Supervisors

Community Recidivism Reduction Grant

Deadline for Submission: Thursday, April 7, 2016 by 3:30 p.m.

County of Inyo
Probation Department
918 N. Main Street
Bishop, California 93514

Overview

The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocated \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in Penal Code Section 1233.10. In FY 2015-2016, the Budget signed by the Governor added an additional \$4 million to the Community Recidivism Reduction Grant. Counties are eligible to receive funds if the Board of Supervisors (BOS), in collaboration with the county's Community Corrections Partnership (CCP), agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services.

The Inyo County BOS and the CCP have established the following guidelines [the Request for Proposal (RFP)] to focus local efforts within the statutory requirements while focusing on local gaps in the Realignment Plan.

Grant funds are intended to fund community recidivism and crime reduction services, including but not limited to, delinquency prevention, homelessness prevention, and reentry services and provide services that are designed to enable persons to whom services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

I. Self-help groups.

- i. Individual or group assistance with basic life skills.
- ii. Mentoring programs.
- iii. Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.
- iv. Job training skills and employment.
- v. Truancy prevention programs.
- vi. Literacy programs.
- vii. Any other service that advances community recidivism and crime reduction efforts, as identified by the County Board of Supervisors and the Community Corrections Partnership.
- viii. Individual or group assistance with referrals for any of the following:
 1. Mental and physical health assessments.
 2. Counseling services.
 3. Education and vocational programs.

4. Employment opportunities.
5. Alcohol and drug treatment.
6. Health, wellness, fitness, and nutrition programs and services.
7. Personal finance and consumer skills programs and services.
8. Other personal growth and development programs to reduce recidivism.
9. Housing assistance

Award must be used to create a new service, such as those listed above, or to expand an existing effort. Program expansion includes, but is not limited to, adding services to a program that is currently offered to offenders supervised by the Inyo County Probation Department.

Objectives

The following key objectives are to be strongly considered.

1. Strengthen partnerships between criminal justice and not-for-profit agencies. Strong partnerships are essential to program success and long-term sustainability. Partnerships between law enforcement, the Court, prosecutors, defense counsel, jail, and Probation with not-for-profit agencies are critical.
2. Fill unmet needs and complement, not compete with, the existing service environment.
3. Focus on delivering evidence based programming or reducing barriers to access existing services.
4. Assist in generating long-term savings by reducing prison and/or jail commitments, reducing recidivism, and avoiding future victimizations.

Eligibility

Applicants must be a nongovernmental entity or a coalition of nongovernmental entities that have provided community recidivism and crime reduction services to the target population for at least five (5) years.

Award and Availability of Funding

Available funding for the Community Recidivism and Crime Reduction Services Grant Program is projected to be \$15,000. Please see Attachment B for more detail.

Any funds allocated to a service provider under this proposal shall be available for reimbursement of expenditures for a period of one (1) year.

In-kind Match

In-kind match of funds is optional, however, will be given extra consideration. If providing in-kind match of funds, applicants must identify the source and how these funds will be utilized to contribute goods or services that are directly related to the purpose of the Community Recidivism and Crime Reduction Services Grant Program.

Eligible Project Expenditures

The information outlined below applies to the applicant's expenditures and subsequent reimbursement of grant funds as well as eligible use of in-kind match of funds.

Salaries and Fringe Benefits:

The salaries and fringe benefits of the applicant's employees that are directly involved in the project's activities.

Services and Supplies:

Services and supplies necessary for the operation of the project (e.g. lease payments for office space, office supplies, etc.) and/or services and supplies provided to participants as part of the project's design (e.g. basic necessities such as food, clothing, shelter/housing, transportation, and related expenditures).

Other Costs:

Any other costs necessary for the success of the project (e.g. travel costs).

Indirect Costs:

Includes operational overhead and administrative costs. Funds dedicated to this line item may not exceed 5% of the award.

Proposal Submission and Closing Date

The proposal must be received in the Inyo County Probation Department, **at or before 3:30 p.m. on Thursday, April 7, 2016**. Proposals shall be presented under sealed cover and delivered with the original plus three (3) copies and an electronic version (USB drive or CD). **Proposals must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "PROPOSAL", and the Project Title:**

COMMUNITY RECIDIVISM REDUCTION GRANT

To be considered, **proposals must be received by Inyo County Probation Department, located at 918 N. Main Street, Bishop, California at or before 3:30 P.M. on Thursday, April 7, 2016** at which time they will be publicly opened and read aloud. ***No oral, telegraphic, telephonic, or fax proposals or modification will be accepted.***

For the purposes of this proposal, the time specified will be as defined by **the clock in the Probation Department, 918 N. Main Street, Bishop, California 93514. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline.** Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. mail. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF THE POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.** In addition to the information requested above, the Proposal should be addressed as follows:

**Inyo County Probation Department
ATTN: Alisa Lembke, Administrative Legal Secretary
918 N. Main Street
Bishop, CA 93514**

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such a proposal.

Number of Copies to Be Submitted

Applicants must submit one (1) original hard copy and three (3) copies of the proposal (marked as "COPY") and one (1) version in an electronic format, either a USB drive or CD-ROM. The electronic copy shall be a Windows based MS WORD or PDF document and consist of an exact duplicate of the hard copy in format, layout, and content. *Proposals may not exceed 10 pages.* Page limitation includes attachments and/or appendices. Narrative sections must be double spaced and a minimum of 12 point font size must be used.

Evaluation Process

The following selection criteria will be used to evaluate each submission, with different weight given to each, listed after the individual criteria (total weight possible is 115 points). Applicants must answer all six (6) questions below.

1. What are the applicant's experience, qualifications, and years of providing community recidivism and crime reduction services to the target population? (25 Points)
 - a. Describe the applicant's experience in working within the criminal justice system and demonstrated ability to collaborate with other criminal justice and human service agencies and service providers.
 - b. Detail the applicant's experience in the development and implementation of successful projects involving criminal offenders. Include a summary of relevant prior experience in providing services similar to those proposed.

2. What is the need for the program/service within the target population?

a. Program Need (10 Points)

(1) Describe the area to be served. If the program/service will operate only in specific areas of the County, be specific as to where.

(2) Discuss how this program or service will complement and not compete with other programs currently operating.

b. Target Population (10 Points)

(1) Describe the target population, specifying eligibility and exclusionary criteria, including but not limited to age, gender, offense history, health issues, type of need that will be addressed, etc. Identify the total number of offenders proposed to be served.

3. What is the program design and what service(s) is being proposed? (25 Points)

a. Describe the program model including short term and long term goals, length of program, hours per week, etc.

b. Describe the services to be provided, including how these services will reduce recidivism and victimization.

c. How will the program model be cost-effective or reduce costs otherwise incurred by the criminal justice system?

4. Program Completion/Termination Criteria (15 Points)

a. What will the offender be required to accomplish in order to successfully complete the program?

b. Under what conditions may an offender be subject to termination from the program? How will the program respond to arrests while in-program?

c. How will the program handle non-compliance with the terms of participation? How will your program communicate with Probation on case activity, non-compliance, and termination?

d. How will those that complete the program be transitioned to other services or supports?

5. Budget and Budget Narrative (ATTACHMENT A) (15 Points)

Provide a proposed budget that is complete, cost effective, and allowable (e.g. reasonable, allocable, and necessary for project activities). If applicable, the proposed budget must indicate how in-kind match funds will be allocated in the overall proposed budget. Budget narratives should demonstrate how applicants will maximize cost effectiveness of grant

expenditures.

6. What is the plan for start-up and the timetable for implementation? (15 Points)

Preference Points: Preference points will be given for the inclusion of in-kind match funding in the applicant's budget. Match must be specific in the budget and will become part of the funding award agreement. (5 Points)

Rating Process

Proposals that meet the basic requirements will be evaluated, scored, and ranked by an RFP review committee consisting of three representatives from the CCP. The RFP review committee will evaluate the merits of the proposals in accordance with the specified rating criteria (see Evaluation Process section above) and determine which one is best suited to meet the needs of the Community Recidivism and Crime Reduction Grant Services Program. Following this rating process, the RFP review committee will forward award recommendations for consideration by the County of Inyo BOS. It is anticipated that the BOS will review and award the Grant monies on Tuesday, April 19, 2016. Applicants will be notified of the results of the RFP review committee's proposal evaluation and rating process, as well as the decision of the BOS.

Summary of Key Dates:

Tuesday, March 8, 2016	Issue RFP
Thursday, April 7, 2016 on or before 3:30 p.m. local time	RFP Due to the County of Inyo – Probation Department
Friday, April 8, 2016	Review, evaluate, and score RFP
Tuesday, April 19, 2016	Anticipated date of BOS to consider award recommendations by the RFP Review Committee
Wednesday, April 20, 2016	Anticipated date to notify Applicants of award issuance
Wednesday, June 1, 2016	Project anticipated start-up date

ATTACHMENT A

Budget and Budget Narrative

Proposed Budget Line Item Totals

Please fill out the following table for the project's proposed budget. In-kind match of grant funds requested is optional. Applicants must provide sufficient detail/breakdown to explain how the requested funds outlined in the table below will be expended in each applicable line item. Amounts must be in whole dollars.

LINE ITEM	GRANT FUNDS	IN-KIND MATCH (OPTIONAL)	TOTAL
1. Salaries			
2. Fringe Benefits			
3. Service & Supplies			
4. Other Costs			
5. Indirect Costs			
TOTAL			

Proposed Budget Narrative

In the space below each line item, describe how grant funds and in-kind match funds (optional) would be used to implement the project. If applicable, provide the source of the in-kind match funds. Please provide sufficient detail to explain how all expenditures were estimated and calculated and how they are relevant to the completion of the proposed project.

1. Salaries:

Insert Text Here

2. Fringe Benefits:

Insert Text Here

3. Service and Supplies:

Insert Text Here

4. Other:

Insert Text Here

5. Indirect Costs:

Insert Text Here

ATTACHMENT B

Penal Code Section 1233.10

Section 1233.10 is added to the Penal Code, to read:

1233.10.

(a) Upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services. The funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2014-15 according to the following schedule:

Alameda	\$250,000
Alpine	\$10,000
Amador	\$10,000
Butte	\$50,000
Calaveras	\$10,000
Colusa	\$10,000
Contra Costa	\$250,000
Del Norte	\$10,000
El Dorado	\$50,000
Fresno	\$250,000
Glenn	\$10,000
Humboldt	\$50,000
Imperial	\$50,000
Inyo	\$10,000
Kern	\$250,000
Kings	\$50,000
Lake	\$25,000
Lassen	\$10,000
Los Angeles	\$1,600,000
Madera	\$50,000
Marin	\$50,000
Mariposa	\$10,000
Mendocino	\$25,000

Merced	\$50,000
Modoc	\$10,000
Mono	\$10,000
Monterey	\$100,000
Napa	\$50,000
Nevada	\$25,000
Orange	\$500,000
Placer	\$50,000
Plumas	\$10,000
Riverside	\$500,000
Sacramento	\$250,000
San Benito	\$25,000
San Bernardino	\$500,000
San Diego	\$500,000
San Francisco	\$250,000
San Joaquin	\$250,000
San Luis Obispo	\$50,000
San Mateo	\$250,000
Santa Barbara	\$100,000
Santa Clara	\$500,000
Santa Cruz	\$50,000
Shasta	\$50,000
Sierra	\$10,000
Siskiyou	\$10,000
Solano	\$100,000
Sonoma	\$100,000
Stanislaus	\$100,000
Sutter	\$25,000
Tehama	\$25,000
Trinity	\$10,000
Tulare	\$100,000
Tuolumne	\$25,000
Ventura	\$250,000

(b) For purposes of this section, "community recidivism and crime reduction service provider" means a nongovernmental entity or a consortium or coalition of nongovernmental entities, that provides community recidivism and crime reduction services, as described in paragraph (2) of subdivision (c), to persons who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

(c) (1) A community recidivism and crime reduction service provider shall have a demonstrated history of providing services, as described in paragraph

(2), to the target population during the five years immediately prior to the application for a grant awarded pursuant to this section.

(2) A community recidivism and crime reduction service provider shall provide services that are designed to enable persons to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

- (A) Self-help groups.
- (B) Individual or group assistance with basic life skills.
- (C) Mentoring programs.
- (D) Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.
- (E) Job training skills and employment.
- (F) Truancy prevention programs.
- (G) Literacy programs.
- (H) Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.
- (I) Individual or group assistance with referrals for any of the following:
 - (i) Mental and physical health assessments.
 - (ii) Counseling services.
 - (iii) Education and vocational programs.
 - (iv) Employment opportunities.
 - (v) Alcohol and drug treatment.
 - (vi) Health, wellness, fitness, and nutrition programs and services.
 - (vii) Personal finance and consumer skills programs and services.
 - (viii) Other personal growth and development programs to reduce recidivism.
 - (ix) Housing assistance.
- (d) Pursuant to this section and upon agreement to accept funding from the Recidivism Reduction Fund, the board of supervisors, in collaboration with the county's Community Corrections Partnership, shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community.
- (e) (1) The amount awarded to each community recidivism and crime reduction service provider by a county shall be based on the population of the county, as projected by the Department of Finance, and shall not exceed the following:
 - (A) One hundred thousand dollars (\$100,000) in a county with population of over 4,000,000 people.
 - (B) Fifty thousand dollars (\$50,000) in a county with a population of 700,000 or more people but less than 4,000,000 people.

(C) Twenty five thousand dollars (\$25,000) in a county with a population of 400,000 or more people but less than 700,000 people.

(D) Ten thousand dollars (\$10,000) in a county with a population of less than 400,000 people.

(2) The total amount of grants awarded to a single community recidivism and crime reduction service provider by all counties pursuant to this section shall not exceed one hundred thousand dollars (\$100,000).

(f) The board of supervisors, in collaboration with the county's Community Corrections Partnership, shall establish minimum requirements, funding criteria, and procedures for the counties to award grants consistent with the criteria established in this section.

(g) A community recidivism and crime reduction service provider that receives a grant under this section shall report to the county board of supervisors or the Community Corrections Partnership on the number of individuals served and the types of services provided, consistent with paragraph (2) of subdivision (c). The board of supervisors or the Community Corrections Partnership shall report to the Board of State and Community Corrections any information received under this subdivision from grant recipients.

(h) Of the total amount granted to a county, up to 5 percent may be withheld by the board of supervisors or the Community Corrections Partnership for the payment of administrative costs.

(i) Any funds allocated to a county under this section shall be available for expenditure for a period of four years and any unexpended funds shall revert to the state General Fund at the end of the four-year period. Any funds not encumbered with a community recidivism and crime reduction service provider one year after allocation of grant funds to counties shall immediately revert to the state General Fund.

The 2015-16 Budget signed by the Governor in June 2015, provided an additional \$4 million to the Community Recidivism Reduction Grant Program on top of the \$8 million allocated from fiscal year 2014-15. The amounts that each county receives is set in statute. **Inyo County's portion is \$5,000.** In addition, the Budget also changed the encumbrance date from December 2015 to June 30, 2016.

EXHIBIT 1
(SAMPLE - PROFESSIONAL SERVICES AGREEMENT)

See attached sample.

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the _____ services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees set forth as Attachment B, attached hereto and by reference incorporated herein.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed _____ 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.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident Independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving

federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Unless expressly provided for in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Unless expressly provided for in the Schedule of Fees (Attachment B), responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor. Any supplies, equipment, vehicles, materials, etc. paid for by County under this Agreement are the personal property of County.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, employees, and volunteers, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, employees, and volunteers are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or volunteers. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or Intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, volunteers, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, employees, and volunteers shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, employees, and volunteers shall comply with the provisions of the Fair

Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) (Amendment).

17. CONFIDENTIALITY.

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 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.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who,

during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo

_____ Department
Street
City and State

Contractor:

_____ Name
Street
City and State

24. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

Dated: _____

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 INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AND
AGREEMENT BETWEEN COUNTY OF INYO
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AND _____
AGREEMENT BETWEEN COUNTY OF INYO
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF FEES:

ATTACHMENT C

AND _____
AGREEMENT BETWEEN COUNTY OF INYO
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.