

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via videoconference, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Public Comment may be provided two ways: emailing the comments prior to the meeting, or emailing comments for individual agenda items by the time the staff report for that item has ended. At that point, all emailed comments will be read into the record, and the Board of Supervisors will take that feedback into consideration as it deliberates. Please send comments for Board of Supervisors meetings and individual agenda items to boardclerk@inyocounty.us.

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.

April 28, 2020 - 8:30 AM

WATCH LIVE HERE: <https://zoom.us/j/868254781>.

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
4. **COVID-19 STAFF UPDATE.**

CONSENT AGENDA (Approval recommended by the County Administrator)

5. **County Administrator - Information Services** - Request Board, pursuant to the Technology Refresh Initiative, authorize the purchase of 20 HP laptop computers and 20 HP docking stations from Southern Computer Warehouse for a total amount of \$22,159.03.
6. **Health & Human Services - Behavioral Health** - Request Board authorize payment of \$26,592 to California Mental Health Services Authority (CalMHSA) for participation in the Innovative Technology Suite project.
7. **Health & Human Services - Behavioral Health** - Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for

residential placement for adults in a locked facility or an enhanced board and care, in an amount not to exceed \$23,000 for the period of July 1, 2020 to June 30, 2021, contingent upon Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize Chairperson to sign, contingent upon all appropriate signatures being obtained.

8. **Health & Human Services - First 5** - Request Board authorize First 5 Inyo County to submit an application to be the lead agency on First 5 California IMPACT (Improve Maximize Programs so All Children Thrive) 2020 as part of the Quality Counts California Local Consortia and Partnership Grants Request for Applications, for the period of July 1, 2020 to June 30, 2023, in order to apply for \$209,772, and authorize First 5 Commission Chair Anna Scott and HHS Director Marilyn Mann to sign the application.
9. **Health & Human Services - Fiscal** - Request Board approve Amendment No. 3 to Standard Agreement for Contract Number AP-1920-16 between the County of Inyo and the California Department of Aging extending the contract term for an additional year, to June 30, 2021, for the State funded Nutrition Augmentation program, and authorize the HHS Director to sign the Standard Agreement Amendment.
10. **Probation** - Request Board approve the modified agreement between the County of Inyo and the County of Nevada to increase the daily rate per youth to \$125.00, contingent upon the Board's approval of future fiscal year budgets.
11. **Public Works** - Request Board authorize an increase of Road and Public Works' purchasing authority with Dave's Auto of Bishop, CA by \$10,000, to a total not-to-exceed amount of \$50,000, for the purchase or parts and shop needs in order to repair vehicles and equipment.
12. **Sheriff** - Request Board authorize an increase of the Sheriff's purchasing authority with Dooley's Enterprises, Inc. of Anaheim, CA by \$1,200, to a total not-to-exceed amount of \$31,200, for ammunition.

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

13. **County Administrator** - Request Board review and consider closures of defined facilities and areas within the Inyo National Forest.
14. **Water Department** - Request Board review and possibly provide direction concerning the LADWP Proposed Annual Operations Plan.
15. **County Administrator - Advertising County Resources** - Request Board ratify and approve payment of \$12,520.00 from the 2019-20 Advertising County Resources Budget to Meredith Corporation for an Inyo County one-third page advertisement in the 2020 California Visitor Guide and website.
16. **County Administrator - Emergency Services** - Request Board: A) declare Navigating Preparedness Associates, LLC, of Lafayette, CA, the successful respondent to Inyo County RFP NO. OES-2020-02-01 Inyo County Emergency Operations Plan & Annexes Update; B) authorize a contract be entered into with Navigating Preparedness Associates, LLC in an amount not to exceed \$77,100 for

the term of May 1, 2020 through August 31, 2021, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained.

17. **County Administrator-Emergency Services/Health & Human Services** - Request Board approve the Emergency Occupancy Agreement between the County of Inyo Department of Emergency Services and the Bishop Motel 6, Bishop Vagabond Inn, and Bishop Travelodge and authorize the County Administrative Officer to sign.
18. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the grant agreement between the County of Inyo and the California Department of Public Health for the provision of Infectious Disease Prevention and Local Control - Infrastructure Grant funding in an amount not to exceed \$112,644.01 for the period of February 1, 2020 through June 30, 2023, contingent upon the approval of future budgets, and authorize the Chairperson to sign two copies of the Grant Agreement and one copy of the Contractor Certification Clause.
19. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of April 21, 2020.

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

20. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

21. **California Department of Alcoholic Beverage Control** - Notice of application to sell beer and wine near Mendenhall Park in Big Pine at Copper Top BBQ, 442 N. Main St.

CLOSED SESSION

22. ***CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS*** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION

23. ***REPORT ON CLOSED SESSION AS REQUIRED BY LAW.***



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Scott Armstrong

SUBJECT:

RECOMMENDED ACTION:

Request Board, pursuant to the Technology Refresh Initiative, authorize the purchase of 20 HP laptop computers and 20 HP docking stations from Southern Computer Warehouse for a total amount of \$22,159.03.

SUMMARY/JUSTIFICATION:

The FY 2013-2014 adopted budget established the Tech Refresh program that planned for the annual replacement of approximately 25% of the technology equipment at the County. This program helps to stabilize the annual computer replacement costs, streamlining the budget planning process and simplifying the upgrade-related processes.

Information Services identified the need for 20 end-user laptops to replace machines that are currently being used by employees. Due to the current COVID-19 crisis, the need for laptops has increased and the stock of machines Information Services had has been depleted. The laptop model is consistent with those acquired in the FY 2018-2019 Tech Refresh purchase. Prices were evaluated from 3 different vendors and it was determined that HP ProBook Laptops from Southern Computer Warehouse were the most reasonably priced.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the request, to modify the quantities requested, or to direct staff to determine alternate solutions. Not approving this request or modifying the quantities requested, however, would be contrary to the initiative proposed as part of the 2013-2014 budget adoption and is not recommended. Directing staff to find alternate solutions would not result in a significantly different recommendation, as Information Services conducted a lengthy, comprehensive and iterative analysis of the system specifications, capabilities during FY 2018-2019.

OTHER AGENCY INVOLVEMENT:

The Technology Refresh program affects all General Fund departments and some participating Non-General Fund departments, though not equally each year.

FINANCING:

Funding for the purchase of the computers is available in the board approved FY 2019-2020 Computer Upgrade budget 011808, Object Code 5232 (Office and Other Equipment <\$5000).

ATTACHMENTS:

1. LAPTOP QUOTES

APPROVALS:

Lavon Sargent	Created/Initiated - 4/22/2020
Darcy Ellis	Approved - 4/22/2020
Marshall Rudolph	Approved - 4/22/2020
Amy Shepherd	Approved - 4/22/2020
Scott Armstrong	Final Approval - 4/23/2020



Southern Computer Warehouse
 1395 S. Marietta Parkway | Building 300-106
 Marietta, GA 30067
 (P) 877-468-6729
 (F) 770-579-8937
 SCW.com

Quote # 100242356 - HP Probook and accessories
 Cust #: IC31671 (Inyo County CA)
 Quote Date: Apr 16, 2020

Sold to:	Ship to:
Lavon Sargent Inyo County CA 168 N Edwards St Independence, California, 93526 T: 760-878-0398 lsargent@inyocounty.us	Lavon Sargent Inyo County CA 168 N Edwards St Independence, California, 93526 T: 760-878-0398 lsargent@inyocounty.us
Shipping Method: Free Shipping	

Notes: Hey Lavon, . . . Please review the requested quote. . . Have a great day and thanks for the opportunity!! . . . The HP products quoted below utilize the HP NASPO ValuePoint Contract Pricing. The Contract Number MNNVP-133 and PA 7-15-70-34-001 should be listed on your PO. Ask me how I can help with your HP NASPO needs! . . . Shelton Canady

#	Products	SKU	Price	Qty	Subtotal
1	HP ProBook 450 G7 15.6" Notebook - 1920 x 1080 - Core i5 i5-10210U - 8 GB RAM - 256 GB SSD - Pike Silver - Windows 10 Pro 64-bit - Intel UHD Graphics 620 - In-plane Switching (IPS) Technology - Intel Optane Memory Ready - Bluetooth - 13.50 Hour Battery Run Time Currently none in stock, warehouse delivery ETA 4/22	HEW-8WB97UT#ABA	\$776.43	20	\$15,528.60
2	State of CA eWaste Fee Screen Sizes greater than 15" but less than 35"	SCW-EWASTE2-2	\$5.00	20	\$100.00
3	HP USB-C Dock G4 - for Notebook - 100 W - USB Type C - 6 x USB Ports - 2 x USB 2.0 - 2 x USB 3.0 - Network (RJ-45) - HDMI - DisplayPort - Audio Line Out - Wired 3FF69UT#ABA	HEW-3FF69UT#ABA	\$163.20	20	\$3,264.00
4	HP Care Pack - 3 Year - Service - 9 x 5 Next Business Day - On-site - Maintenance - Parts & Labor - Electronic and Physical Service -	HEW-UK703E	\$90.50	20	\$1,810.00

scw pg 1 of 2

Subtotal:	\$20,702.60
Tax:	1456.43
Grand Total (Incl. Tax):	\$22,159.03

Thank you for your quote. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.

Quotes are valid for 30-days unless otherwise noted.

Shelton Canady
shelton.canady@scw.com
Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937

This Quote may contain material that is confidential, and proprietary to SCW, for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.



INSIGHT PUBLIC SECTOR SLED
 6820 S HARL AVE
 TEMPE AZ 85283-4318
 Tel: 800-467-4448

SOLD-TO PARTY 11112339

INYO COUNTY
 INFORMATION SERVICES
 ATTN: ACCOUNTS PAYABLE
 PO BOX 477
 INDEPENDENCE CA 93526-0477

SHIP-TO PARTY

COUNTY OF INYO
 INFORMATION SERVICES
 168 N EDWARDS
 INDEPENDENCE CA 93526

Quotation	
Quotation Number	: 222224066
Document Date	: 16-APR-2020
PO Number	:
PO Release	:
Sales Rep	: Lisa Jamner
Email	: LISA.JAMNER@INSIGHT.COM
Telephone	: 3102255011

We deliver according to the following terms:

Payment Terms : Net 45 days
Ship Via : Federal Express/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
<u>8WB97UT#ABA</u>	HP ProBook 450 G7 - 15.6" - Core i5 10210U - 8 GB RAM - 256 GB SSD - US EWR Fee 5.00/EA OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	20	820.03	16,400.60
<u>3FF69UT#ABA</u>	HP USB-C Dock G4 - docking station - HDMI, 2 x DP OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	20	179.88	3,597.60
<u>UZ278E</u>	Electronic HP Care Pack Next Business Day Hardware Support - extended service agreement - 3 years - on-site OPEN MARKET	20	133.29	2,665.80

Product Subtotal	19,998.20
Services Subtotal	2,665.80
EWR Fee	100.00
TAX	1,549.86
Total	24,313.86

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Lisa Jamner
 3102255011
 LISA.JAMNER@INSIGHT.COM

QUOTE CONFIRMATION



DEAR LAVON SARGENT,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C1NJ2S	4/16/2020	TECH REFRESH 20 X HP	388596	\$23,213.38

IMPORTANT - PLEASE READ
Fees applied to item(s): 5895152 Special Instructions: Beginning of customer text: Beginning of customer text: End of customer text.

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP ProBook 450 G7 - 15.6" - Core i5 10210U - 8 GB RAM - 256 GB SSD - US Mfg. Part#: 8WB97UT#ABA Contract: National IPA Technology Solutions (2018011-01)	20	5895152	\$808.58	\$16,171.60
HP USB-C Dock G4 - docking station - HDMI, 2 x DP Mfg. Part#: 3FF69UT#ABA UNSPSC: 43211602 Contract: California HP Inc NVP Computer Equipmt HP c/o CDW (MNNVP-133 7-15-70-34-001)	20	4948587	\$177.21	\$3,544.20
Electronic HP Care Pack Next Business Day Hardware Support - extended servi Mfg. Part#: UK703E UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: California HP Inc NVP Computer Equipmt HP c/o CDW (MNNVP-133 7-15-70-34-001)	20	1477306	\$93.48	\$1,869.60

RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 15" TO LESS THAN 35" Fee Applied to Item: 5895152	20	654810	\$5.00	\$100.00

PURCHASER BILLING INFO	SUBTOTAL	
Billing Address: INYO COUNTY PURCHASING DEPT. A/P PO BOX N INDEPENDENCE, CA 93526-0613 Phone: (760) 878-2411 Payment Terms: Net 30 Days-Govt State/Local		\$21,585.40
	SHIPPING	\$0.00
	RECYCLING FEE	\$100.00
	SALES TAX	\$1,527.98
	GRAND TOTAL	\$23,213.38
DELIVER TO	Please remit payments to:	



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Lucy Vincent

SUBJECT: Approval for MHSA Innovations Technology Suite participation payment.

RECOMMENDED ACTION:

Request Board authorize payment of \$26,592 to California Mental Health Services Authority (CalMHSA) for participation in the Innovative Technology Suite project.

SUMMARY/JUSTIFICATION:

On December 11, 2018 the Board approved Health and Human Services' Behavioral Health (HHS-BH) Division's 3-year Reversion Innovations Plan for 2018-2021. Our plan was to join a cohort of counties and pool funds to invest in the development of a suite of smartphone apps that support individuals at risk of or experiencing mental illness or emotional distress. Inyo County elected to invest in one particular app, Mindstrong, which would monitor users' interaction with their smartphone to determine whether an individual was experiencing emotional distress, and if they seemed distressed, would alert a network of supportive friends and family predetermined by the at-risk individual. Our plan was to make this app available to postpartum women at risk of postpartum depression and for at-risk transition-aged youth.

When HHS-BH signed onto the cohort of counties investing in the "tech(nology) suite," (which includes Mindstrong as well as other behavioral health applications), our plan was approved and accepted by the Inyo County Board of Supervisors, as well as the Technology Suite project manager, application developers, and regulatory agency. In the months after we started, however, the development of the Mindstrong application hit several roadblocks, and the developers' ability to meet the needs of Inyo County as stated in our approved plan came into question. We were informed that getting the application with the functionality we sought would need additional sets of approvals, and potentially additional funding. It would also take many years longer than initially projected and required significantly more staff time than what was initially conveyed. With all of these variables making the success of the application unclear, we discussed the project with stakeholders, the Oversight and Accountability Commission in addition to County leadership and pulled out of the project.

We were able to pull out of the "tech suite" project as of July 1, 2019. We owe \$26,592 for our participation in the project between January and July and have received an invoice for this participation in arrears during FY 19/20. This amount is significantly less than the over \$400,000 plus that was scheduled to be invested over the three year period. It is the motto of Innovations projects to "fail fast" when there is a recognition that the plan would not be viable and that we did not have capacity to invest in the development of the application. We continue to see the importance of the development of mental health applications to assist in the provision of mental health support in our community but do not see a place for us in the development of this type of resource at this time. We respectfully request permission to pay the invoice for our participation in this project during the limited time

frame outlined above.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Inyo County HHS BH is responsible for this payment under our approved agreement with CalMHSA. This payment amount was significantly reduced from the original invoice through negotiation between the HHS BH Deputy Director and CalMHSA.

OTHER AGENCY INVOLVEMENT:

Mental Health Services Oversight and Accountability Commission, CalMHSA, and other participating counties within the cohort.

FINANCING:

MHSA Innovations funds. This will be paid out of CMH (045200) from Professional Services (5265).

ATTACHMENTS:

1. INN Tech 2019-2020 invoice after credit applied

APPROVALS:

Lucy Vincent	Created/Initiated - 4/15/2020
Darcy Ellis	Approved - 4/21/2020
Marilyn Mann	Approved - 4/22/2020
Melissa Best-Baker	Approved - 4/23/2020
Amy Shepherd	Approved - 4/23/2020
Marilyn Mann	Final Approval - 4/23/2020

California Mental Health Services
 3043 Gold Canal Drive,
 Suite 200
 Rancho Cordova, CA 95670

Credit Memo

Date	Credit No.
7/1/2019	53

Customer
Inyo County Gail Zwier, PhD, HHS Deputy Director 162 J Grove Street Bishop, CA 93514

P.O. No.	Project

Description	Qty	Rate	Amount
Innovative Tech Suite- Inyo withdrew from Tech Suite effective July 2019. This credit memo accounts for the difference between original invoice per PA less actual expenses incurred through 06.30.19. Net to pay = \$26,592	-1	97,163.00	-97,163.00
Original invoice in FY18/19		\$123,755	
Credit Memo issued		(\$97,163)	
Net to pay now expenditure in Tech Suite through 06.30.19)		\$26,592 (total	

Total	-97,163.00
Invoices	\$0.00
Balance Credit	-97,163.00



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Lucy Vincent

SUBJECT: Approve the Contract between County of Inyo and Crestwood Behavioral Health, Inc.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. for residential placement for adults in a locked facility or an enhanced board and care, in an amount not to exceed \$23,000 for the period of July 1, 2020 to June 30, 2021, contingent upon Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Mental Health currently has one long term LPS-conserved individual at Crestwood Behavioral Health, Inc. This individual is placed in a Crestwood facility in Stockton. This individual had resided in the Crestwood IMD (locked) facility in Vallejo for many years but was moved to the Stockton facility due to a change in the designation of the Vallejo facility about 6 years ago. Crestwood provides specialized services that meet both the physical and emotional needs of this person. Crestwood works closely with the deputy conservators and provides treatment updates and planning as appropriate.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. This would jeopardize the placement for the conservatee and future conservatees. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

OTHER AGENCY INVOLVEMENT:

Inyo County Courts.

FINANCING:

100% Mental Health Realignment Funds. (clients partially reimburse with SSI payments). This contract is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

ATTACHMENTS:

1. Inyo County-Crestwood Behavioral Health Contract

APPROVALS:

Lucy Vincent	Created/Initiated - 4/9/2020
Darcy Ellis	Approved - 4/10/2020
Gail Zwier	Approved - 4/13/2020
Marilyn Mann	Approved - 4/13/2020
Melissa Best-Baker	Approved - 4/15/2020
Marshall Rudolph	Approved - 4/15/2020
Amy Shepherd	Approved - 4/15/2020
Aaron Holmberg	Approved - 4/15/2020
Marilyn Mann	Final Approval - 4/15/2020

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (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, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier Ph.D, whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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 July 1, 2020 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

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 requested by County 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 services and work performed under this Agreement shall not exceed Twenty-Three Thousand Dollars and no cents (\$ 23,000) (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, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely 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 which are requested by the County. 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, and 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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

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.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Workers' 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 D and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, 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, and employees 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.

A. Contractor shall hold harmless, defend, and indemnify the County, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of work described herein, caused in whole or in part by any alleged or proven negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may

be liable, except to the proportionate extent that such loss or damage was caused by the sole negligence or willful misconduct of the County.

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement except for the proportionate percentage that liability, loss, damage, expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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 and employees 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, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees 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. PATIENTS RIGHTS.

Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

15. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days' written notice of such intent to cancel to County.

16. 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.

17. 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.

18. 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 of any 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-four (24) below.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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-four (24) (Amendment).

24. 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.

25. 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
HHS – Behavioral Health Department
162 J Grove Street
Bishop, CA 93514 City and State

Contractor:
Elena Mashkevich Name
520 Capitol Mall, Suite 800 Street
Sacramento, CA 95814 City and State

26. 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 Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: *Stavros*
Signature

Type or Print Name

Elena Mashkevich
Type or Print Name

Dated: _____

Dated: 4/8/2020

APPROVED AS TO FORM AND LEGALITY:

Grace Chudla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SCHEDULE OF FEES:

See attached schedule of fees for treatment sites and programs. Refer to Stockton facility fees for current services. Fee is for the Special Treatment Program patch rate of \$59.00 per day.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2020 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

CERTIFICATE OF INSURANCE

This *Certificate* is issued as a matter of information only and confers no rights upon the Certificate Holder. This *Certificate* is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein.

CERTIFICATE HOLDER: *Any California County*

INSURED: *Crestwood Behavioral Health Inc (all locations)*, 520 Capitol Mall #800, Sacramento, CA 95814

COVERAGES:

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to the terms and conditions, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

WORKERS COMPENSATION CARRIER:

Commerce and Industry Insurance Company (AIG), Policy WC 018325715; 1/1/2020-1/1/2021
Statutory WC; Employers Liability \$1,000,000 claim/aggregate/employee

DESCRIPTION OF OPERATIONS: Psychiatric & Skilled Nursing Facility

CANCELLATION:

Should any of the above described policies be cancelled prior to expiration, the issuing company will endeavor to mail 30 days written notice to the certificate holder but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents, brokers or representatives.

Subrogation is waived for.



Robert M. Hunt, Authorized Representative
RM Hunt & Associates, Inc.

PO Box 995

Kenwood, CA 95452

Tel: 707 769 2970

12/17/2019

ENDORSEMENT

This endorsement, effective 12:01 AM: 01/01/2020
Forms a part of policy no.: GL 194-70-04
Issued to: CRESTWOOD BEHAVIORAL HEALTH, INC.
By: AIG SPECIALTY INSURANCE COMPANY

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following is only added to Section II. **WHO IS AN INSURED** of the Coverage Parts as indicated by an "X" below:

- [] HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART
- [X] HEALTHCARE GENERAL LIABILITY COVERAGE PART

The person or organization shown in the Schedule below is included as an additional **Insured** if you are obligated by virtue of a written contract, executed prior to the **medical incident, occurrence** or offense, to provide insurance to such person or organization of the type afforded by this Policy, but only with respect to liability arising out of operations conducted by you or on your behalf.

In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract, the insurance provided by this endorsement shall be limited to the Limits of Insurance (inclusive of any applicable self insured retention) required by the written contract. The Limits of Insurance (inclusive of any applicable self insured retention) provided by this Policy shall not be increased for any reason, including any failure, refusal or inability of any self insurance/**Insured** to pay any amounts due thereunder. This endorsement shall not increase the Limits of Insurance shown in the **Declarations** pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional **Insured** shown in the Schedule below shall be excess over any other valid and collectible insurance or self insured retention available to the additional **Insured** whether primary, excess, contingent or on any other basis, unless the written contract with the additional **Insured** specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional **Insured**. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional **Insured**.

In the event of payment under the Policy, we waive our right of subrogation against any person or organization shown in the Schedule below where the **Named Insured** has waived liability of such person or organization as part of the written contract between the **Named Insured** and such person or organization.

In accordance with the terms and conditions of the Policy, as soon as practicable, each additional **Insured** must give us prompt notice of any **medical incident, occurrence** or offense which may result in a **claim**, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the Policy's terms and conditions. Failure to comply with this provision may, at our option, result in the **claim** or **suit** being denied.

SCHEDULE

Name of Additional Insured:

ANY CALIFORNIA COUNTY

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be "R. B.", written over a horizontal dashed line.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

**This endorsement, effective 12:01 AM: 01/01/2020
Forms a part of policy no: GL 194-70-04
Issued to: CRESTWOOD BEHAVIORAL HEALTH, INC.
By: AIG SPECIALTY INSURANCE COMPANY**

SCHEDULE OF NAMED INSURED

This endorsement modifies insurance provided by the Policy:

The Policy is amended to include the additional **Named Insureds** as follows:

Named Insured

Retroactive Date
(if applicable and if different than the
Declarations)

**CRESTWOOD BEHAVIORAL HEALTH, INC
CRESTWOOD HOSPITALS, INC GREENCREST
INSURANCE COMPANY
GREENWOOD INDEMNITY, INC.
HELIOS HEALTHCARE, LLC
DREAMCATCHERS EMPOWERMENT NETWORK**

All other terms and conditions of the policy remain the same.



Authorized Representative

CERTIFICATE OF INSURANCE

This *Certificate* is issued as a matter of information only and confers no rights upon the Certificate Holder. This *Certificate* is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein.

CERTIFICATE HOLDER: *Any California County*

INSURED: *Crestwood Behavioral Health Inc (all locations) and Helios Healthcare LLC, 520 Capitol Mall #800, Sacramento, CA 95814*

COVERAGES:

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to the terms and conditions, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

GENERAL & PROFESSIONAL LIABILITY CARRIER:

AIG Specialty Insurance Co. Policy 1947004; 1/1/2020-1/1/2021
\$2/6,000,000 Each & Aggregate Claims; Products/Completed Operations \$6,000,000;
Personal/Advertising \$1,000,000; Manuscript Claims Made

DESCRIPTION OF OPERATIONS: Psychiatric & Skilled Nursing Facility

CANCELLATION:

Should any of the above described policies be cancelled prior to expiration, the issuing company will endeavor to mail 30 days written notice to the certificate holder but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents, brokers or representatives.

Certificate holder is an *Additional Insured* for General Liability coverage only.
Sexual Misconduct coverage is provided only if indirect and caused by negligence of the Insureds



Robert M. Hunt, Authorized Representative
RM Hunt & Associates, Inc.
PO Box 995
Kenwood, CA 95452 Tel: 707 769 2970

12/17/2019

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

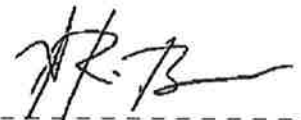
This endorsement, effective 12:01 AM 01/01/2020 forms a part of Policy No. WC 018-32-5715

Issued to CRESTWOOD BEHAVIORAL HEALTH, INC.

By COMMERCE AND INDUSTRY INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.



ENDORSEMENT

This endorsement, effective 12:01 AM: 01/01/2020

Forms a part of policy no.: GL 194-70-04

Issued to: CRESTWOOD BEHAVIORAL HEALTH, INC.

By: AIG SPECIALTY INSURANCE COMPANY

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided by the Policy:

The following is only added to Section II. **WHO IS AN INSURED** of the Coverage Parts as indicated by an "X" below:

HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART

HEALTHCARE GENERAL LIABILITY COVERAGE PART

The person or organization shown in the Schedule below is included as an additional **Insured** if you are obligated by virtue of a written contract, executed prior to the **medical incident, occurrence** or offense, to provide insurance to such person or organization of the type afforded by this Policy, but only with respect to liability arising out of operations conducted by you or on your behalf.

In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract, the insurance provided by this endorsement shall be limited to the Limits of Insurance (inclusive of any applicable self insured retention) required by the written contract. The Limits of Insurance (inclusive of any applicable self insured retention) provided by this Policy shall not be increased for any reason, including any failure, refusal or inability of any self insurance/**Insured** to pay any amounts due thereunder. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional **Insured** shown in the Schedule below shall be excess over any other valid and collectible insurance or self insured retention available to the additional **Insured** whether primary, excess, contingent or on any other basis, unless the written contract with the additional **Insured** specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional **Insured**. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional **Insured**.

In the event of payment under the Policy, we waive our right of subrogation against any person or organization shown in the Schedule below where the **Named Insured** has waived liability of such person or organization as part of the written contract between the **Named Insured** and such person or organization.

In accordance with the terms and conditions of the Policy, as soon as practicable, each additional **Insured** must give us prompt notice of any **medical incident, occurrence** or offense which may result in a **claim**, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the Policy's terms and conditions. Failure to comply with this provision may, at our option, result in the **claim** or **suit** being denied.

SCHEDULE

Name of Additional Insured:

ANY CALIFORNIA COUNTY

All other terms and conditions of the policy remain the same.


AUTHORIZED REPRESENTATIVE



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Serena Johnson

SUBJECT: Approve First 5 Inyo County submitting an application for the Quality Counts California – First 5 California IMPACT grant funding, and authorize Anna Scott, First 5 Commission Chair, and Marilyn Mann, HHS Director, to sign the application

RECOMMENDED ACTION:

Request Board authorize First 5 Inyo County to submit an application to be the lead agency on First 5 California IMPACT (Improve Maximize Programs so All Children Thrive) 2020 as part of the Quality Counts California Local Consortia and Partnership Grants Request for Applications, for the period of July 1, 2020 to June 30, 2023, in order to apply for \$209,772, and authorize First 5 Commission Chair Anna Scott and HHS Director Marilyn Mann to sign the application.

SUMMARY/JUSTIFICATION:

The Quality Counts California (QCC) Local Consortia and Partnership Grants Request for Applications (RFA) requires applicants to develop a single, unified plan to implement QCC across multiple agencies and funding streams. For the Inyo County RFA, First 5 Inyo County is proposing to be the lead agency for the IMPACT 2020 funding from First 5 California. Inyo County Office of Education Child Development Division (ICOE) will be the lead agency for the California Department of Education (CDE) QCC Block Grant, the CDE California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block grant, and the federal Preschool Development Grant Birth through Five Renewal (PDG-R). This unified RFA represents \$307,166 in funding to raise the quality of early learning and care over a three-year grant period beginning fiscal year 2020-2021 and ending fiscal year 2022-2023. The three year IMPACT 2020 allocation total is \$209,772. Due to the Coronavirus, the RFA deadline was extended to May 1, 2020.

The goal of Quality Counts California is to support continuous quality improvement of early learning and care programs across the continuum of early learning and care setting types. The First 5 California IMPACT 2020 funding is specifically designed to fund quality improvement expansion and support providers serving high-need communities and populations not already receiving quality support. These include centers; family child care; family, friend and neighbor care providers; and alternative settings. Any agency is eligible to apply for the IMPACT 2020 funding, however, First 5 county commissions have the first right of refusal to serve as the lead agency. First 5 Inyo County Commission voted on March 2, 2020 to respond to the RFA as the lead agency for IMPACT. First 5 Inyo County Commission found in their 2019 five-year strategic plan that access and availability of quality child care was the number one challenge facing families in Inyo County. Additionally, First 5 Inyo County is uniquely suited to respond to this RFA, with their community based experience and knowledge working across high-need communities and populations to reach new, alternative partners.

First 5 Inyo County activities as part of the IMPACT 2020 grant will include:

- Coordinating developmental screenings across setting types
- Providing coaching support to family, friend and neighbor sites utilizing Parents as Teachers home visiting curriculum
- Recruiting alternative sites such as libraries, resource centers, and play groups to join QCC
- Promoting Talk Read Sing literacy outreach and education communitywide, including books to all setting types
- Convening the quarterly local consortium meetings

First 5 Inyo County will subcontract a portion of the IMPACT services through competitive bids RFA for the following activities:

- Quality improvement coaching with CLASS
- Data entry and reporting utilizing iPinwheel

This funding will allow First 5 Inyo County to participate and help lead in raising the quality of early learning and care in Inyo County, strengthening the early learning and care system to support young children and their families. These quality early learning and care experiences build the foundation for skills children need in school, work, and life.

Therefore, we are requesting the board authorize to apply for this funding from First 5 California and authorize the Commission Chair and HHS Director to sign the Consortium Partner Signatures.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not accepting the funding would not allow First 5 Inyo County to support the countywide and statewide initiative to improve the quality of care in early learning settings. Declining the funding would allow another agency to apply for the funding.

OTHER AGENCY INVOLVEMENT:

Inyo County Office of Education - Child Development including Local Child Care Planning Council, Local Resource & Referral Agency, Alternative Payment Program; Cerro Coso Community College; local Head Start, State, and private preschools, licensed family child care homes, and Inyo County Office of Education - Special Education (SELPA)

FINANCING:

ATTACHMENTS:

1. Inyo - QCC Application
2. Inyo - QCC Application Budget

APPROVALS:

Serena Johnson	Created/Initiated - 4/11/2020
Darcy Ellis	Approved - 4/13/2020
Marilyn Mann	Approved - 4/13/2020
Melissa Best-Baker	Approved - 4/15/2020
Marshall Rudolph	Approved - 4/16/2020
Amy Shepherd	Approved - 4/16/2020
Marilyn Mann	Final Approval - 4/17/2020

Inyo QCC Application

April 11, 2020

PLEASE NOTE: The following questions and answers will be submitted through the QCC survey monkey portal. They have been copied here for consortium partners input and review before signing the application.

Local Consortium QCC Plan: Local Needs, Participation, and Quality Tier Goals

Note: The consortium proposal needs to be inclusive of local quality improvement supports, the local QRIS and state-funded quality project work - to include relevant CDE-funded quality projects where appropriate and Talk. Read. Sing.®- and show how there will be increased alignment over time toward a shared quality vision. CDE and F5CA will review the proposals and may ask for additional information to understand the plans and/or help strengthen them.

* A1. Describe current/planned needs assessment for your county(ies) and include all sources of information used. Describe the community's children who are high-impact including those with high-need, especially infants and toddlers, children living in poverty, dual language learners, foster children, children experiencing homelessness, children with disabilities, and children who are tribal, migrant, and/or live in rural/isolated communities.

The current needs assessment was completed in 2018 by the Inyo LPC. Sources of information used include: California Department of Education, including Dataquest; Census; County Social Service Agency; and American Institutes for Research (AIR) Early Learning Needs Assessment Tool (ELNAT). From this needs assessment, high-impact children in our community include 15% ESL, 1% homeless and 1% foster care. Additionally, First 5 Inyo County conducted a needs assessment in Spring 2019 as part of their five year strategic plan process. Availability and access to quality child care was the number one challenge facing families in Inyo County.

An updated and thorough needs assessment is needed to define these high-impact populations better, and inform our local consortium priorities. Led by our Inyo County LPC, local consortium partners will work together to complete a new needs assessment in the first grant year, by December 2020.

*** A2. Describe the goals and objectives of the local Consortium and the QCC Plan.**

Goal #1: Increase the quality and opportunities for care across all child care settings

Objectives #1:

- Increase the knowledge and understanding of the QCC system for ten new sites by June 2023
- Recruit twelve new sites or providers to join QCC by June 2023

Goal #2: Increase membership and collaboration of consortium members

Objectives #2:

- Hold four meetings per year, the first being a recruitment meeting in fall 2020
- Maintain an active membership of six agency representatives over the three year grant period

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* A3. Describe how the consortium will build ELC and home-visiting (HV) capacity and quality in high-impact communities, support smooth transitions from ELC to elementary school, and address the needs of children and families that are eligible for but not serviced by existing programs (infants/toddlers, children in rural communities, and children who are high-impact).

1. Conduct a detailed needs assessment before December 2020
2. Recruit broader community partner representation to participate in the consortium meetings, including Social Services to reach foster care families, and school district representatives to represent TK teachers
3. Prioritize reaching high impact children identified in the needs assessment

Local Consortium QCC Plan: Governance - Convening and Strengthening Partnerships

Describe which member agency(ies)/staff are responsible for and how the consortium will accomplish each of the following activities:

* B1. Governance and decision making process for ensuring shared knowledge and agreement with the consortium's QCC plan and budget. Include how ELC providers will be engaged in planning and decision-making processes, including but not limited to school districts, Head Start/Early Head Start, and Tribal partners (where relevant). Visual/flow chart that shows the decision-making process welcome but not required.

The Inyo Consortium has historically had a small number of agencies participate. Increasing the number of agencies as members, and the collaboration across activities, is a primary goal through quarterly consortium meetings. Communication will be emphasized, with knowledge shared through meeting minutes to all partners to keep everyone engaged.

B1 Attachment

(optional)

Choose File

No file chosen

See Attachment B1 for the governance and decision making process.

* B2. Roles and responsibilities for each consortium member agency, including but not limited to the following:

- Lead Agency(ies)
- COE
- First 5 County Commission
- CCR&R
- LPC
- APP
- Institution of Higher Education

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The lead agencies are First 5 Inyo County for IMPACT and Inyo County Office of Education (ICOE) for CSPP and QCC.

First 5 Inyo County will be responsible for convening consortia meetings and leading family engagement, including developmental screenings, home visiting, and Triple P Positive Parenting support.

ICOE Child Development will be responsible for assessments and ratings, professional development, and data collection. ICOE also oversees the CCR&R, which recruits providers and connects them to QCC System, LPC, which will conduct the needs assessment and annual provider dinner, and APP, which will assist the Consortium with connecting to license exempt providers.

Our local Institute of Higher Education, Cerro Coso Community College, will be responsible for ensuring adequate training opportunities are accessible and relevant to the QCC system.

*** B3. How the consortium will strengthen and/or expand partnerships.**

1. Quarterly meetings will bring consortium members together, to be knowledgeable about current projects, opportunities to provide input and expertise, and guide future efforts.
2. Collective efforts of the consortium will lift up the importance of improving the quality of early learning and care.
3. Having a governance structure and regular meetings will inform the local QCC system of the unique roll each agency and staff person has in making this work successful.

Local Consortium QCC Plan: Engagement and Recruitment

Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

*** C1. The process the consortium will use to engage ELC providers with QCC and specific outreach and recruitment strategies for each provider type:**

- Home-Based: FFN and FCC
- Center-Based: CDE direct contract programs (e.g., CCTR and CSPP), Head Start, centers receiving subsidized vouchers, and other centers
- Alternative Settings (if applicable), including "stay and play" for families and providers in local libraries
- Home-visiting programs, including DSS CalWORKS Home Visiting, as determined by community need

FCC will be recruited through the R&R by ICOE Program Coordinator and QI Coach.

FFN will be recruited through a media and mailing campaign by First 5 Inyo County Prevention Specialist.

CSPP Center-based sites do not need to be recruited. All eligible CSPP center-based programs are currently participating. 4 new center-based sites through QCC funding will be recruited by ICOE Program Administrator and Quality Improvement Coach/CCIP Coordinator.

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Alternative Settings will be recruited through direct outreach by First 5 Inyo County Prevention Specialist.

*** C2. How the consortium will retain participating programs and how programs will be engaged in quality improvement activities.**

The consortium will leverage partner funds that allow for food service costs to provide working lunches and evening dinners. Providing food at meetings is a critical tool to increase attendance and participation for our small rural community.

Additionally the consortium will utilize incentives to engage sites and providers in participating. Lastly, the consortium will educate all providers across learning settings on the importance of improving quality and the benefits of participating in QCC.

*** C3. How the consortium will build and maintain partnerships with school districts to ensure smooth transitions from ELC to TK-12.**

The consortium will reach out to and invite school districts to engage in the Inyo QCC System. Once they join the system, they will be eligible to participate in professional development and training opportunities. Lastly, the Consortium will initiate a countywide Kindergarten assessment, linking ELC sites to TK-12, as part of the PDG-R Supplemental fund activities, detailed in section J1.

Local QCC Consortium Plan: Ensure Accountability - Participation and Improvement Goals

*** D1. Upload tables estimating goals for sites participating in QI, rated sites, and sites rated at tiers 3-5 for each of the three years of the grant period.**

These are estimates only, and meant to inform local planning and resource allocation. Please use the targets and definitions included in Appendix A/B. June 2023 goals should take into account required targets for each applicable funding stream. Goals should demonstrate how the consortia will ensure steady improvement in participation, quality, and children served across the mixed delivery system.

Choose File

No file chosen

See Attachment D1 for the Inyo Consortium Participation and Improvement Goals.

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For D2-5, please use the QCC Rating Matrix (located on the QCC website at <https://drive.google.com/drive/folders/1dGYJle-mezaXyGpmasgNrHRm1gGPjYLY>) to inform responses, and describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

- * D2. How the consortium will conduct initial and ongoing assessments for the purpose of quality improvement and/or ratings of each of the provider types in QCC service area. Include who will be responsible for carrying out assessments and ratings and links to Regional Hubs, CDSS-CCLD, etc.

The Inyo CSPP QRIS Consortium utilizes a team approach for rating, validating ratings, monitoring, and assessing. Each site is assigned a primary rater and the monitor will assist the site with their portfolio and file reviews. Each site rating is validated by another team member who is not the primary rater. Assessments (i.e. CLASS and ECERS) are conducted by the QCC team funded through these grant funds, or external assessors hired through contract by participating agencies, and/or the following:

ERS assessments will be completed annually through our Regional IMPACT Hub and CLASS assessments will be completed on year when rating is due. All rating and assessments will be completed per site.

Inyo County Office of Education

Ana Gadea, Program Coordinator

- Site Rating: IMPACT, CSPP QRIS Block Grant, QCC-PDR:
- Rating Monitoring: IMPACT, CSPP QRIS Block Grant, QCC-PDR

Karen Aguilera, Quality Improvement Coach

- Conduct rating (IMPACT and CSPP QRIS Block Grant)
- Site Rating: CSPP QRIS Block Grant Assessment data collection
- Site Assessment (CLASS): IMPACT, CSPP QRIS Block grant
- Site Assessment (ERS): IMPACT, CSPP QRIS Block grant
- Rating Monitoring: IMPACT, CSPP QRIS Block grant

Kat Duncan, Early Learning Specialist

- Site Rating: QCC PDR-R QCC PDG-R Center-based only
- Site Assessment (CLASS): QCC PDG-R Center-based only
- Rating Monitoring: QCC PDG-R Center-based only

Raquel Dietrich, Program Administrator

- *Site Assessment (CLASS): CSPP QRIS Block grant*

Current CLASS certified assessors in Inyo County:

- Raquel Dietrich-Pre-k CLASS Observer
- Brittney Rohrich, Inyo Mono Advocates for Community Action (IMACA) Head Start/CSPP Coordinator—Pre-k CLASS Observer

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- Karen Aguilera- CLASS TOT for Pre-K and Toddler
- Kat Duncan, Inyo Mono Advocates for Community Action (IMACA) Head Start/CSPP Program Director—Pre-k CLASS Observer
- Rochelle Miller, Inyo Mono Advocates for Community Action (IMACA) Head Start/CSPP Program Director—Pre-k CLASS Observer

ECERS Anchor certified assessors in the Tri-county area are:

- Brittney Rohrich, Inyo Mono Advocates for Community Action (IMACA) Head Start/CSPP Program Director— Region 6 ECERS Anchor
- Karen Aguilera-ECERS Assessor

Inyo Consortium QRIS Raters:

- Raquel Dietrich—Project Administrator, Inyo County Office of Education
- Karen Aguilera—Quality Improvement Coach, Inyo County Office of Education
- Ana Gadea—Program Coordinator, Inyo County Office of Education

*** D3. The process to ensure assessors meet the qualifications outlined in the QCC Implementation Guide. Include the process(es) for ongoing quality control to maintain an appropriate degree of rigor, including interrater reliability in the rating process and how the consortium will ensure consistency and alignment in these with the rest of the state.**

Following the matrix requirements, assessors will be certified annually. Monitoring will ensure all assessor staff have been re-certified. Assessors will also be encouraged to request support as needed.

*** D4. Data system(s) that will be used to: record assessment and rating information; track site-level and teacher-specific quality improvement supports and incentives; record participation by program type; and track progress in relation to the consortium's local quality improvement targets.**

ICOE will be responsible for utilizing the data system iPinwheel for recording assessment and rating information, tracking site level teacher-specific quality improvement supports and incentives, record participation by program type, and track progress in relation to the consortium's local quality improvement targets. ICOE's Program Coordinator currently fills this role, and is detail oriented and thorough in tracking required data system information.

*** D5. The process to ensure workforce data is uploaded into the California Early Care and Education Workforce Registry. Include how the consortium will ensure PD opportunities are recorded, published, and attendance tracked within the Workforce Registry.**

ICOE will be responsible for ensuring workforce data is uploaded into the Workforce Registry. Because the R&R, CPIN, CCIP, are all operated through ICOE would ensure the PD opportunities are recorded, published, and tracked in the Workforce Registry. QCC QI staff and R&R/CCIP will work collaboratively to ensure all new training participants register the Workforce Registry and that training sessions are logged

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appropriately. The ICOE Program Coordinator, Ana Gadea, will take on the primary responsibility of ensuring all training is tracked appropriately in the Registry.

Local Consortium QCC Plan: Quality Improvement Strategies, Quality Investments and Supports

Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

- * E1. Create individualized quality improvement plans for participating sites.

All Inyo QCC coaches will complete a QIP for every participating site. ICOE coaches will complete QIP for all CSPP sites, center, and FCC sites. First 5 staff will complete QIP for all FFN and alternative sites. Inyo QCC coaches will provide three visits to each site to support the individualized QIP process, once in the fall to set the QIP, once midyear to check in and support, and once at the end of the year to conclude. ICOE will be responsible for uploading the QIP into iPinwheel.

- * E2. Collect and use data and feedback from each program type to inform continuous improvement in the implementation of quality improvement supports.

Annually, ICOE will aggregate data from iPinwheel, and report forward to the local consortium meeting. This summary and review of data and feedback will help our consortium to identify strengths and supports needed by our providers and families. This information will also help the consortium inform progress of activities and future planning. Additionally, the consortium will continue to utilize technical support opportunities from the Regional IMPACT Hub for evaluation support. In previous year's, the Hub assisted with a focus group evaluation report, that was immensely helpful in highlighting challenges and successes.

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* E3. Increase the quality of ELC programs and utilize CDE and F5CA-funded quality improvement resources to create opportunities for providers to strengthen their skills by expanding access to evidence-informed delivery methods, such as, coaching, specific training sessions, targeted resources, peer-learning and partnerships that help them gain the knowledge, skills, and competences to support young children and their families. Include how the following will be implemented:

- Training and technical assistance to program staff on developmental and behavioral screening using standardized, validated screening tools
- Coaching to improve program quality through nurturing adult-child relationships and safe, healthy learning environments
- Talk.Read.Sing.®
- CDE CCDF Quality Projects, including but not limited to the Child Care Initiative Project (CCIP) and the new Business Practices training operated by the local resource and referral agency (R&R) consortium member.
- Training and technical assistance for program staff to provide effective and responsive learning environments for children with disabilities, challenging behaviors, and those who have experienced trauma, including utilizing adverse childhood experiences (ACEs) screenings, early childhood mental health consultants, and other supports

Note: Individual professional development/workforce supports will be described in the Early Learning and Care Workforce Development Pathways Grant RFA, which will be released in early 2020.

First 5 Inyo County will ensure all participating sites conduct Ages and Stages Developmental Screenings, providing training to staff and technical assistance. First 5 will also increase the quality of programs through promotion of Talk Read Sing messages, including offering books for sites and families as often as possible.

- Ages and Stages Questionnaire:
Locally, significant investments have been made in the use of both the ASQ-3 and ASQ-SE. Currently, all CSPP sites in Inyo County use the ASQ developmental screening as part of the enrollment process for families and conduct follow-up and/or referrals thereafter.

The QRIS Project Administrator/Lead has completed a 14-hour BROOKS on-location seminar on using the ASQ-3 and ASQ-SE and provides training and T/A support to CSPP QRIS Block Grant staff. The First 5 Director has completed the three day ASQ TOT for ASQ:3 and ASQ:SE and provides training and technical assistance to IMPACT sites. Additionally, the First 5 Director has completed the ASQ Online training, and provides technical assistance and access to ASQ Online, allowing all QCC sites the ability to utilize the ASQ online database for data entry, reporting, and Family Access online.

ICOE has been able to partner with First 5 Inyo to provide ASQ training and build trainer-of-trainer capacity in this area. The consortia will also be able to provide sites to technical assistance review ASQ data, prepare to review data with families, identify relevant resources for teachers/staff to share with families, and prepare to discuss the referral process with families.

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ICOE will provide coaching to improve program quality, utilizing both CLASS and ERS assessments. ICOE will also provide training opportunities through CDE CCDF Quality Projects. ICOE's R&R program is embedded in the QCC system, and is aligned to early child competencies.

- ICOE-- Child Care Initiative Project:
The Inyo R&R, via CCIP, delivers a portion of the in-person training available in Inyo for participants throughout the program. CCIP training opportunities engage participants in hand-on training opportunities aligned to the California Early Childhood Educator Competencies. CCIP is also a critical piece supporting QCC recruitment and engagement efforts as CCIP staff work closely with QCC QI staff to embed QCC participation information during the licensing support process. QCC QI staff and the CCIP program work closely to select training offers that are responsive to the QI goals of QCC participating sites.
- California Early Childhood Online (CECO)
QCC QI staff leverage this free, online training resources as a means of providing training support in our area. The consortium relies on CCIP for in-person training for participants, but the Inyo CCIP contract is relatively small and can only support about one in-person training per month. CECO is certainly another critical source for training available to QCC participating sites.
- ICOE--CPIN California Foundations and Frameworks
Curriculum planning support for Language and Literacy, Social Emotional Development, and Health/Physical Development utilizing the CA Foundations and Frameworks. Locally, we will continue to leverage support through the California Preschool Instructional Network (CPIN) to offer professional learning sessions related to these Domain areas.

Due to a limited capacity to offer QI support through the CSPP QRIS Block Grant funds, as we are currently projecting a majority of the funds will be distributed in block grants, the local CPIN project has established capacity to provide coaching and technical assistance support to support QI efforts for QRIS sites Inyo County. This CPIN coaching support includes an individualized agency plan that can include targeted goals for programs to embedded culturally and linguistically relevant health and nutrition education activities as documented by lesson plans, activity sheets, or agreement with the agency providing the activities.

Local QI staff assigned to work on the rating and assessment work are also certified CPIN trainers/coaches.

- CPIN Preschool English Learner Guide:
Consortium will engage the Californian to provide training activities that may also include the **PEL** Guide and Inclusion Works training

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Coaching will support program quality by supporting healthy adult-child interactions and healthy learning environments:

- ICOE and First 5--Classroom Assessment and Scoring System (CLASS)

The consortium has been able to build local Toddler and Infant CLASS trainer-of-trainer capacity, which has enabled partnering agencies to build CLASS observer capacity. Each observer is available to meet with lead teachers and/or program directors/administrators to review each assessment and provide feedback on the assessment.

Additionally, Each CSPP Block Grant agency in Inyo County has built their own staff capacity to provide more intensive coaching support to staff based on CLASS assessment data. The consortia TOT will be available to agency coaches and/or staff to provide technical assistance and support with the CLASS assessment.

All rated sites will use the applicable CLASS assessment data to inform program QIPs. This information will be used to inform each site's rating maintenance activities and will be included in the sites rating portfolio (iPinwheel).

- ICOE--Environmental Rating Scale

Inyo County has built both ECERS local assessor and Regional Anchor capacity through the support of the First 5 Region 6 Hub. Inyo County has one ECERS calibrated assessor and one ECERS Regional Anchor (the Regional Anchor is housed with a QRIS partner agency). The assessor and the Regional Anchor is available to meet with lead teachers and/or program directors/administrators to review each assessment and provide feedback on the assessment.

All rated sites will use the applicable ERS assessment data to inform program QIPs. This information will be used to inform each site's rating maintenance activities and will be included in the sites rating portfolio (ipinwheel).

Lastly, the consortium is currently discussing a countywide trauma informed initiative, with plans to conduct an ARTIC trauma informed attitude survey to assess provider's current knowledge, and provide professional development trainings based on the needs from the survey. This initiative is led by ICOE LPC, with financial support from First 5 Inyo County to conduct the survey.

Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

- * F1. Support ELC providers to promote culturally and linguistically effective strategies to engage families and support children's learning and development. As applicable, include how Strengthening Families is being used and any connections that will be made to the R&Rs PDG Parent Cafes.

Strengthening Families is currently being offered through ICOE's R&R PDG Parent Cafes. These Parent Cafes have been well received by the community, with many families attending and reporting back how

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much they learned. ICOE R&R staff will continue to offer quarterly Parent Cafes through the grant period.

*** F2. Strengthen connections with the California Department of Social Services (CDSS) CalWORKs HV program and other HV programs and what supports or cross-training PD opportunities they will provide to HV staff.**

First 5 Inyo County is in the implementation stages of starting a new home visiting program serving families in Inyo County. Staff have been trained in Parents as Teachers curriculum. The program launch was delayed due to the COVID-10 Pandemic, however, it is our intention to resume when we are able to do so. First 5 Inyo County will connect this home visiting program to our QCC System, with the goal of primarily serving FFN sites. Additionally, First 5 Inyo County is collaborating with CDSS CalWORKs to apply for the next funding opportunity coming in July 2020. Inyo County Health & Human Services – division of Social Services and First 5 Inyo County did not apply for the first rounds of CalWORKS HV as we did not currently have a home visiting program. Now that a home visiting program has been established, agencies are in support of moving forward and accessing this service.

*** F3. Identify and engage children and families experiencing homelessness in their communities and the ELC programs serving them.**

Families and children experiencing homelessness are prioritized to enter the QCC System and receive assistance. The local consortium needs to ensure these families are connected to other resources. The consortium will make identifying and serving homeless families a priority during our needs assessment and subsequent activities. Discussion of homelessness will be a standing agenda item at all consortium meetings.

The Inyo QCC consortium has engaged the local Alternative Payment child care subsidy program as a place to start these engagement efforts. The AP program prioritizes enrollment in child care services to families experiencing homelessness which is a starting point with the engagement process. Upon enrolment, families receive QCC resources kits provided through local R&R (see question G2) with information to help support them as they select a provider to meet their needs.

The needs assessment process will be a critical tool to support the consortia identify and engage families experiencing homelessness. Local QI staff will also need to identify the process where families experiencing homeless are being served to expand on QCC recruitment efforts for these programs.

Local Consortium QCC Plan: Outreach and Communication - Public Information Program Quality
Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

*** G1. Inform the public and families about its local QIS and the importance of high-quality ELC for children's learning and development.**

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The Inyo County Office of Education promotes our local QIS and participating ELC sites through a print brochure and website. Any parent requesting information from ICOE's R&R receives this information as well. ICOE will continue to update and promote QIS through these media tools in this grant period.

With the support of the Regional Hub print materials and resources have been developed explaining the rating system and its approach to promoting quality. These resources were introduced locally in FY 2017-18 via the LPC and R&R agencies as part of the local consortium outreach and communication efforts for the public. Though our local work with the Regional Hub, these resources were updated and made available in an electronic format to disseminate to any local partners for use in public awareness campaigns regarding quality improvement initiatives.

The consortium will continue to work closely with the local Resource and Referral Agency (i.e. Inyo County Office of Education, Child Care Connection) to enhance public awareness efforts about how choosing quality preschool can make a difference in a child's future academic success.

Additionally, as the consortium is established, all members, like First 5 and participating sites, can promote and elevate the local QRIS system on their print and online media.

* G2. Partner with the local CCR&R(s) and others to share quality ratings and inform consumer education.

The Inyo Consortium will continue to work closely with the local Resource and Referral office by continuing to share ready-to-use resource that enables the R&R to share information about quality ratings in a manner that is accessible to families and the broader community. The consortium will also partner with the R&R to offer training and QI support that are available locally (e.g. Parent Cafes and play groups for FFNs).

The Inyo R&R has integrated the use of the resources in the child care referral process (e.g. printed materials like, "Choosing Quality Child Care" and "Quality Counts" describing site rating/participation information). The Inyo QCC has also partnered with the R&R and the Inyo Alternative Payment (AP) Programs to develop a "Quality Counts" resource kit to distribute to families who are new to the R&R or AP program). The resource kit includes a current site rating and participation information, a flyer explaining what choosing quality child care means/what a QRIS is, developmental milestone information, an Inyo County community resource directory, a children's story book, and additional R&R resources. In addition, the R&R provides these kits to the ELCD Alternative Payment program to distribute to any newly enrolled family.

The Inyo QCC Consortium will continue to work with local R&R to:

- Ensure they have current QCC site rating and site participation information
- Including the agency in training opportunity, particularly TOT opportunities, offered through the QCC consortium

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- Develop and/or disseminate materials (through website or print materials) for parents/families and community explaining QCC system,
- Recruiting providers to participate in the Inyo QCC system

Local Consortium QCC Plan: Incentives

Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

- * H1. Use CSPP QRIS Block Grant Funds to support site QRIS block grants for CSPP sites rated at Tier 4 and Tier 5. Specifically, include: amount given per site, classroom, enrollment or other factors; amount for Family Child Care Homes (FCCHs) within a Family Child Care Home Education Network (FCCHEN); how amount varies based on whether the FCCH is licensed as small or large, on the number of children enrolled, or other factors. If the consortium is also providing local site block grants to with the other QCC funding sources to mirror the CSPP required site block grants, please describe which settings and address the same details as above.

CSPP QRIS Block Grant funds will support CSPP sites rated at Tier 4 and Tier 5. Sites will receive block grant funds based on each rated classroom. Sites will receive \$1,690 per Tier 4 rated classroom and \$2690 per tier 5 rated classroom. Each site awarded a block grant must submit a spending plan tied to quality improvement (QI) activities to ensure block grant funds are being used to support QI efforts. The intent of this process is to guide sites to think through potential uses for the Block Grant funds that will align to QI plan goals once funds are awarded funds. Awarded funds on a per-classroom basis allows programs the flexibility to use funding at the program level or classroom level to meet their unique QI needs.

Site block grants will also be funded for QCC PDG-R participating center-based sites. The center-based sites are non-CSPP centers including Tribal Early Head Start. These block grants mirror the CSPP QRIS Block Grant Funds and the same award amounts and funding process applies

Currently, there are no Family Child Care Home Education Networks in Inyo County allow

- * H2. Process and incentives available to improve the quality of sites not yet at Tier 4. Identify any particular challenges in assisting these sites to move to Tier 4.

Rated sites not yet at Tier 4 will be assigned a quality improvement (QI) coach who will work with the site to develop a QI plan with goals informed by the rating and assessment data. The QI coach will meet on-site with staff to develop action steps for achieving identified goals. The consortium will support QI staff to incorporate the Quality Continuum Framework into coaching for all sites including rates site receiving coaching with Inyo QCC Funds.

CORE I: Child Development & School Readiness

- California Foundations and Frameworks:

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Curriculum planning support for Language and Literacy, Social Emotional Development, and Health/Physical Development utilizing the CA Foundations and Frameworks. Locally, we will continue to leverage support through the California Preschool Instructional Network (CPIN) to offer professional learning sessions related to these Domain areas.

Due to a limited capacity to offer QI support through the CSPP QRIS Block Grant funds, as we are currently projecting a majority of the funds will be distributed in block grants, the local CPIN project has established capacity to provide coaching and technical assistance support to support QI efforts for QRIS sites Inyo County. This CPIN coaching support includes an individualized agency plan that can include targeted goals for programs to embedded culturally and linguistically relevant health and nutrition education activities as documented by lesson plans, activity sheets, or agreement with the agency providing the activities.

Local QI staff assigned to work on the rating and assessment work are also certified CPIN trainers/coaches.

- Preschool English Learner Guide:
Training activities may also include the **PEL** Guide and Inclusion Works training offered through CPIN.
- Ages and Stages Questionnaire:
Locally, significant investments have been made in the use of both the ASQ-3 and ASQ-SE. Currently, all CSPP sites in Inyo County use the ASQ developmental screening as part of the enrollment process for families and conduct follow-up and/or referrals thereafter.

The QRIS Project Administrator/Lead has completed a 14-hour BROOKS on-location seminar on using the ASQ-3 and ASQ-SE and provides training and T/A support to CSPP QRIS Block Grant staff.

ICOE has been able to partner with support from First 5 Inyo staff to provide ASQ training and build trainer-of-trainer capacity in this area. The consortia will also be able to provide sites to technical assistance review ASQ data, prepare to review data with families, identify relevant resources for teachers/staff to share with families, and prepare to discuss the referral process with families.

CORE II: Teachers & Teaching

- Classroom Assessment and Scoring System (CLASS)
The consortium has been able to build local Toddler and Infant CLASS trainer-of-trainer capacity, which has enabled partnering agencies to build CLASS observer capacity. Each observer is available to meet with lead teachers and/or program directors/administrators to review each assessment and provide feedback on the assessment.

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Additionally, Each CSPP Block Grant agency in Inyo County has built their own staff capacity to provide more intensive coaching support to staff based on CLASS assessment data. The consortia TOT will be available to agency coaches and/or staff to provide technical assistance and support with the CLASS assessment.

All rated sites will use the applicable CLASS assessment data to inform program QIPs. This information will be used to inform each site's rating maintenance activities and will be included in the sites rating portfolio (iPinwheel).

CORE III: Program and Environment

- Environmental Rating Scale

Inyo County has built both ECERS local assessor and Regional Anchor capacity through the support of the First 5 Region 6 Hub. Inyo County has one ECERS calibrated assessor and one ECERS Regional Anchor (the Regional Anchor is house with a QRIS partner agency). The assessor and the Regional Anchor is available to meet with lead teachers and/or program directors/administrators to review each assessment and provide feedback on the assessment.

All rated sites will use the applicable ERS assessment data to inform program QIPs. This information will be used to inform each site's rating maintenance activities and will be included in the sites rating portfolio (iPinwheel).

Incentives:

- Sites that rate below a Tier 4 will receive a \$200 for the purchase of instructional materials. Coach will support site in selecting materials for purchase that will support the QIP goals informed by the site's rating and assessment data.
- QI coach will also have access to funds for materials and supplies (e.g. resource books or instructional materials) to support coaching efforts aligned to QIP goals. QI coach may access up to \$120 per site.

*** H3. What incentives will be provided to non-CSPP funded programs. Include in your description the setting type and/or quality level and/or type of participation (i.e., rated vs. quality improvement only), as well as the rationale for the type of incentive.**

Quality Improve Plan Stipend:

All sites participating in QCC Inyo will receive an annual \$200 stipend upon development of site QIP. All non-CSPP funded programs including FCCHs, FFNs, alternative sites, and center-based settings will be eligible for this incentive. Both rated and unrated sites (i.e. QI only participating sites) will be eligible for the QIP incentive as this incentive will be available to all participating QCC Inyo sites.

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Rationale: All participating sites and individuals (i.e. FFNs) must complete a QIP, but each site's experience and comfortability engaging with a QIP process varies drastically. To encourage engagement and participation in the QCC Inyo system, the local consortia has decided that equal access to this incentive for all sites.

ASQ Implementation Stipend:

To incentivize the implementation of the ASQ developmental screening, all sites will be eligible to receive an ASQ implementation stipend based on the number of ASQ questionnaires returned to the site. Staff from both ICOE (QCC Quality Improvement Coach) and First 5 (Prevention Specialist) will work with each site to ensure all participating sites use children's screening results to make referrals and implement support as appropriate.

# Completed & returned	\$ Amount per site
1-5	\$50
6-10	\$100
11-15	\$150
16-20	\$200
20+	\$300

Local investments, primarily through First 5 Inyo County and IMPACT funds, have supported the implementation of the ASQ questionnaire across multiple sectors of the County (e.g. local pediatricians, WIC, private center-based programs, family child care homes, Head Start and State Preschools Program). This incentive supports local investments in a developmental screening tool as well as expanding implementation across early learning and care providers in Inyo County.

Local Consortium QCC Plan: Monitoring and Evaluation

Describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

- * I1. How the consortium will collect, summarize, and use data to continuously improve the consortium's approach to governance, quality improvement, outreach and communications, and incentives.

Through resources leveraged through the Regional Hub the Inyo County has been able to, and will to use the iPinwheel database for data collection. The Inyo County Office of Education will be responsible for data collection, including common data file fields, entry of QI plan, tracking of incentives and QI goals and summarizing data. The Inyo County Office of Education will use resources available through the State QCC evaluation and TA resource to provide data summaries of common data file information to all consortium partners. Both paper-based data collection and iPinwheel will be used for the rating

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and monitoring process. Tracking sheets have been developed, which are based directly on the QCC Common Data File elements and QCC Rating Matrix, to collect required data fields. Because we work with such a small group of sites that we have found the most success utilizing a paper-based collection tool and then entering that into our formal data system, which is used regionally (i.e. iPinwheel).

Responsible Staff

Inyo County Office of Education

Ana Gadea, Program Coordinator

- Common Data Field Data Entry
- Quality Improvement Plan data entry
- Entry of Rating and Assessment into iPinwheel
- Common data file summary
- Common data field collection: Family Child Care Home and FFNs
- Incentive data collection and entry
- Site Rating Assessment data entry
- Site Rating Data Entry

Karen Aguilera, Quality Improvement Coach

- Common data field collection: Center-based sites
- Quality Improvement Plan data collection
- Incentive Data Collection and entry
- Site Rating Assessment data collection
- Site Rating data collection
- Rating Monitoring: IMPACT and CSPP Targets
- QIP Goal Monitoring: IMPACT and CSPP Targets

Kat Duncan, Early Learning Specialist

- QIP data collection: QCC PDR-R
- QIP goal monitoring: QCC PDG-R Targets
- Rating Monitoring: QCC PDG-R Targets

First 5 Inyo County

Prevention Specialist

- QIP data collection: IMPACT Targets
- QIP data collection: QCC PDG-R Targets
- QIP goal monitoring: IMPACT Targets
- QIP goal monitoring: QCC PDG-R Targets

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PDG-R Supplemental Question on Strengthening Community Partnerships

Applicable only for those consortia that indicated on their LOI they would be applying for Bonus Area funds. For each of the items below you will be including in your Consortium QCC Plan, describe which member agency(ies)/staff is responsible for and how the consortium will accomplish each of the following activities:

J1. Community partnerships with libraries to broaden family engagement and create innovative training for family, friend, and neighbor (FFN) and/or family child care (FCC) providers

J2. Partnerships with Local Education Agencies (LEAs) to support preschool transitions to transitional kindergarten and/or kindergarten

Individual preschool programs approach the transitions differently and participate in district lead “kindergarten round-up” activities typically occurring during the spring of every school year. Although these activities certainly support transitions to transitional kindergarten (T/K) and/or kindergarten from preschool programs, there is no formal system in place for preschool programs to share developmental data information with TK and kindergarten programs across multiple domains of development including social and emotional growth, language and literacy development, overall physical development, and cognition. In addition, Inyo County does not implement the use of a county-wide Kindergarten Readiness Inventory/Assessment (KRI) tool that collects information about children’s development across multiple domains. The consortium will target funding to first, partner with Head Start/State Preschool Programs to establish a formal data sharing agreement/process with LEAs so preschool programs can share child developmental data (i.e. Desired Results Development Assessment data) with T/K and/or kindergartens before the beginning of the school year. This first goal will help set the foundation for a formal partnership between school districts and Title 5 and Head Start funded preschool programs with a foundation based on data sharing of children’s development across multiple domain areas. Next, the consortium will target funding towards implementing a county-wide Kindergarten Readiness Inventory tool that is developmentally appropriate. It will be critical for our local consortia to develop a stronger partnership with LEAs by first working towards implementing a data sharing process with preschools before suggesting the implementation of county-wide KRI.

The consortia envision a multi-year effort in moving towards the actual implementation of a county-wide KRI:

Year 1 goals:

- Establishing QCC relationships with school district administrations through participation in local District Superintendent Council and site visits to LEA.
- Facilitating meetings between district personal and preschool administration
- Developing framework for data sharing process (i.e. Brainstorm)
 - Goal of sharing data

Inyo QCC Application

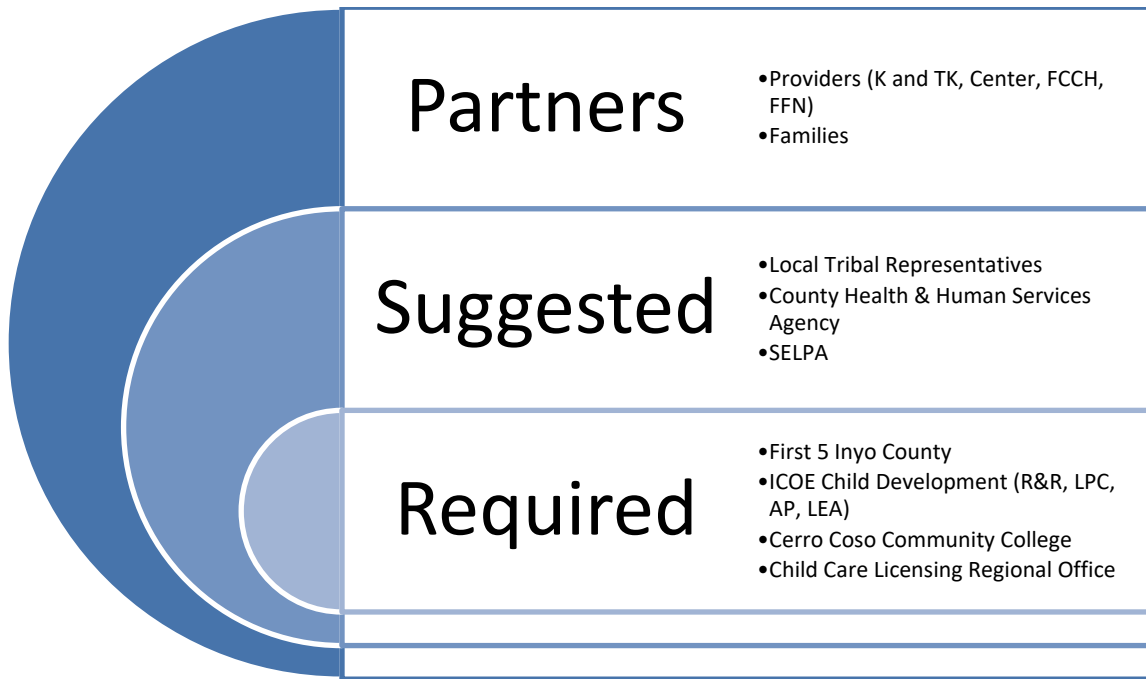
April 11, 2020

- Who will share
- How will it be shared
- Identifying the role of each entity and who will facilitate
- Identifying what type of data is already collected and what should/could be shared
 - Developing data sharing agreements
- Who will develop an agreement, review it and approve it?
- Identifying data to be shared
- Identifying who owns and manages data
- Develop draft
 - Share draft
 - Finalize
- Begin conversation with LEAs regarding feasibility and challenges of potential implantation of KRI

Year 2 and 3 Goals:

- Engage school districts in discussion surrounding benefits and challenges of KRI implementation
- Research KRI tools: Formative or Summative Assessment
- Cost of KRI tool
 - Staff time
 - Materials
 - Contracts with outside entities
- Establish Frequency of Administration
- Establish Plan from training and technical assistance plan for KRI implementation
- Recruit school districts for participation
- Invest in potential KRI tool
- Plan for on-going sustainability of implementation

Attachment B1: Governance and Decision Making Process



Required and Suggested will be voting members of the Consortium. Partners will be non-voting members of the Consortium.

Inyo QCC Application

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Attachment D1. Ensure Accountability - Participation and Improvement Goals

Complete and upload tables below to estimate goals for sites participating in QI, rated sites, and sites rated at tiers 3-5 for each of the three years of the grant period. These are estimates only, and meant to inform local planning and resource allocation. Please use the targets and definitions included in Appendix B of the Request for Applications document. June 2023 goals should take into account required targets for each applicable funding streams. Goals should demonstrate how the consortium will ensure steady improvement in participation, quality, and children served across the mixed delivery system.

Sites Participating in QI Only	Current	June 2021	June 2022	June 2023
FFN	-	2	3	5
FCC	10	10	10	10
Center, non-CSPP	-	-	1	2
CSPP	-	-	-	-
Alternative Sites	-	1	2	3
Estimated Children Impacted	60	67	85	104

All Rated Sites	Current	June 2021	June 2022	June 2023
FCC	-	-	-	-
Center, non-CSPP	-	0	1	2
CSPP	8	8	8	8
Alternative Sites	-	-	-	-
Estimated Children Impacted	180	180	204	212

Sites Rated at Tiers 3, 4 and 5	Current	June 2021	June 2022	June 2023
FCC	-	-	-	-
Center, non-CSPP	-	-	1	1
CSPP	8	8	8	8
Estimated Children Impacted	180	180	204	204

<p>QCC Local Consortia and Partnership Grants Budget Index</p> <p>IMPACT 2020 Grant Award Budget</p> <p>CSPP Grant Award Budget</p> <p>QCC PDG-R Grant Award Budget</p> <p>Grand Total Budget</p>
--

<p>SACS</p> <p>1000/2000 - Personnel</p> <p>3000 - Benefits</p> <p>4000 - Materials and Supplies</p> <p>5000 - Travel</p> <p>5000 - Equipment</p>
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IMPACT 2020	\$	209,772.00
CSPP	\$	51,517.00
QCC PDG-R	\$	45,877.00
Total	\$	307,166.00



Grant Award Total \$ 209,772.00

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Lead Agency: First 5 Inyo County

Budget Category	Quality Improvement Activities	Rating Activities (Subject to 20% Cap)	Total
PERSONNEL	-	-	-
Salaries	\$ 42,054.00	\$ -	\$ 42,054.00
Benefits	\$ 15,228.00	\$ -	\$ 15,228.00
Total Personnel	\$ 57,282.00	\$ -	\$ 57,282.00
OPERATIONS	-	-	-
Materials and Supplies	\$ 9,900.00	\$ -	\$ 9,900.00
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Incentives	\$ -	\$ -	\$ -
Contractual	\$ 142,590.00	\$ -	\$ 142,590.00
Other	\$ -	\$ -	\$ -
Total Operations	\$ 152,490.00	\$ -	\$ 167,718.00
Total Direct Costs	\$ 209,772.00	\$ -	\$ 209,772.00
INDIRECT COSTS	-	-	-
Administrative Personnel (15% cap)	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total Indirect Costs	\$ -	\$ -	\$ -
Total Funds	\$ 209,772.00	\$ -	\$ 209,772
MATCH FUNDS (for IMPACT 2020 Lead Agencies Only)			
First 5 County Commission	\$ 36,884.00	\$ -	\$ 36,884.00
California Department of Education	\$ -	\$ -	\$ -
County Office of Education	\$ -	\$ -	\$ -
County Health and Human Services	\$ -	\$ -	\$ -
School District	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -
Grants	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total Match Funds	\$ 36,884.00	\$ -	\$ 36,884.00

Grant Award Total \$ 51,517.00

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Lead Agency: Inyo County Office of Education

Budget Category	Site Block Grants	Quality Improvement Activities	Rating Activities (Subject to 20% Cap)	Total
PERSONNEL	-	-	-	-
Salaries	-	\$ 7,983	\$ 6,827	\$ 14,810
Benefits	-	\$ 4,311	\$ 3,082	\$ 7,393
Total Personnel	-	\$ 12,294.00	\$ 9,909.00	\$ 22,203
OPERATIONS	-	-	-	-
Materials and Supplies	-	\$ 130	\$ -	\$ 130
Travel	-	\$ -	\$ 394	\$ 394
Equipment	-	\$ -	\$ -	\$ -
Incentives	-	\$ 3,200	\$ -	\$ 3,200
Contractual	-	\$ -	\$ -	\$ -
Other	-	\$ -	\$ -	\$ -
Total Operations	-	\$ 3,330	\$ 394	\$ 3,724
SITE BLOCK GRANTS	-	-	-	-
Tier 4 Site Block Grants	\$ 6,760	-	-	\$ 6,760
Tier 5 Site Block Grants	\$ 18,830	-	-	\$ 18,830
Total Site Block Grants	\$ 25,590	-	-	\$ 25,590
Total Direct Costs	\$ 25,590	\$ 15,624	\$ 10,303	\$ 51,517
INDIRECT COSTS	0%	-	-	-
Total Costs Used to Calculate Indirect	\$ -	\$ -	\$ -	\$ -
Total Indirect Costs	\$ -	\$ -	\$ -	\$ -
Total Funds	\$ 25,590	\$ 15,624	\$ 10,303	\$ 51,517

Grant Award Total \$ 45,877.00

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Lead Agency: Inyo County Office of Education

Budget Category	Quality Improvement Activities	Rating Activities (Subject to 20% Cap)	Total
PERSONNEL	-	-	-
Salaries	\$ 21,219	\$ 5,305	\$ 26,524
Benefits	\$ 6,873	\$ 1,718	\$ 8,591
Total Personnel	\$ 28,092.00	\$ 7,023.00	\$ 35,115
OPERATIONS	-	-	-
Materials and Supplies	\$ 2,889	\$ 210	\$ 3,099
Travel	\$ 920	\$ 230	\$ 1,150
Equipment	\$ -	\$ -	\$ -
Incentives	\$ 3,940	\$ -	\$ 3,940
Contractual	\$ 1,000	\$ -	\$ 1,000
Other		\$ -	\$ -
Total Operations	\$ 8,749	\$ 440	\$ 9,189
Total Direct Costs	\$ 36,841	\$ 7,463	\$ 44,304
INDIRECT COSTS	4%	-	-
Total Costs Used to Calculate Indirect	\$ 36,841	\$ 7,463	\$ 44,304
Total Indirect Costs	\$ 1,308	\$ 265	\$ 1,573
Total Funds	\$ 38,149	\$ 7,728	\$ 45,877

Total Amount \$ 307,165.79
 Lead Agencies:

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Budget Category	Site Block Grants	Quality Improvement Activities	Rating Activities (Subject to 20%)	Total
PERSONNEL	-	-	-	-
Salaries	-	\$ 71,256	\$ 12,132	\$ 83,388
Benefits	-	\$ 26,412	\$ 4,800	\$ 31,212
Total Personnel	-	\$ 97,668.00	\$ 16,932.00	\$ 114,600
OPERATIONS	-	-	-	-
Materials and Supplies	-	\$ 12,919	\$ 210	\$ 13,129
Travel	-	\$ 920	\$ 624	\$ 1,544
Equipment	-	\$ -	\$ -	\$ -
Incentives	-	\$ 7,140	\$ -	\$ 7,140
Contractual	-	\$ 143,590	\$ -	\$ 143,590
Other	-	\$ -	\$ -	\$ -
Total Operations	-	\$ 164,569	\$ 834	\$ 165,403
Site Block Grants	-	-	-	-
Tier 4 Site Block Grants	\$ 6,760	-	-	\$ 6,760
Tier 5 Site Block Grants	\$ 18,830	-	-	\$ 18,830
Total Site Block Grants	\$ 25,590	-	-	\$ 25,590
Total Direct Costs	\$ 25,590	\$ 262,237	\$ 17,766	\$ 305,593
INDIRECT COSTS				
Administrative Personnel	-	\$ -	\$ -	\$ -
Other	-	\$ -	\$ -	\$ -
Total Indirect Costs	\$ -	\$ 1,308	\$ 265	\$ 1,573
Total Funds	\$ 25,590.00	\$ 263,544.86	\$ 18,030.94	\$ 307,166
Match Funds (for IMPACT 2020 Lead Agencies Only)				
First 5 County Commission	-	\$ -	\$ -	\$ -
California Department of Education	-	\$ -	\$ -	\$ -
County Office of Education	-	\$ -	\$ -	\$ -
County Health and Human Services	-	\$ -	\$ -	\$ -
School District	-	\$ -	\$ -	\$ -
Donations	-	\$ -	\$ -	\$ -
Grants	-	\$ -	\$ -	\$ -
Other	-	\$ -	\$ -	\$ -
Total Match Funds	-	\$ -	\$ -	\$ -



County of Inyo



Health & Human Services - Fiscal

CONSENT - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Melissa Best-Baker

SUBJECT: Board approval of Amendment Number 3 of the Standard Agreement for Contract Number AP-1920-16 between California Department of Aging and County of Inyo.

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to Standard Agreement for Contract Number AP-1920-16 between the County of Inyo and the California Department of Aging extending the contract term for an additional year, to June 30, 2021, for the State funded Nutrition Augmentation program, and authorize the HHS Director to sign the Standard Agreement Amendment.

SUMMARY/JUSTIFICATION:

This third contract amendment was received from the State on April 15 and soon began routing through the County approval process. This Contract Amendment extends the contract term for an additional year, to June 30, 2021, for the State funded Nutrition Augmentation program, and allows the contractor to expend State General Funds Nutrition Augmentation Funding during the extension, which was previously added in Amendment 2 to the contract. This extension appears to be related to the shortened timeframe provided to PSA's to expend the One-Time-Only adjustment portion of funds provided under the Amendment 2 contract and is not related to COVID-19 funding. These funds alone may be expended and reimbursed until June 30, 2021. All other funds in this Agreement must be expended, reimbursed, and reported pursuant to the original terms, conditions, and dates in the original Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not approve this amendment to the existing contract. This is not recommended as the county, then would not be entitled to receipt of the additional funds.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, and California Indian Legal Services

FINANCING:

State and Federal dollars. County General Funds are used for the mandatory match. These increased funds were awarded to the county in late January. This extension will help if there are additional funds remaining after

fiscal year 2019/2020.

ATTACHMENTS:

1. Inyo County-California Department of Aging Agreement

APPROVALS:

Melissa Best-Baker	Created/Initiated - 4/17/2020
Darcy Ellis	Approved - 4/17/2020
Marilyn Mann	Approved - 4/17/2020
Marshall Rudolph	Approved - 4/17/2020
Amy Shepherd	Approved - 4/17/2020
Melissa Best-Baker	Approved - 4/17/2020
Rhiannon Baker	Approved - 4/23/2020
Marilyn Mann	Final Approval - 4/23/2020

State of California-Department of General Services STANDARD AGREEMENT STD 213A (Rev. 7/2019) <input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	AGREEMENT NUMBER AP-1920-16	AMENDMENT NUMBER 3	Purchasing Authority Number
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME
California Department of Aging

CONTRACTOR NAME
County of Inyo

2. The term of this Agreement is:

START DATE
July 1, 2019

THROUGH END DATE
June 30, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,163,367 One million one hundred sixty-three thousand three hundred sixty-seven and 00/100 Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This amendment extends the contract term for an additional year, to June 30, 2021 for the State funded Nutrition Augmentation program, and allows the contractor to expend State General Funds Nutrition Augmentation Funding during the extension, which was added in Amendment 2. These funds alone may be expended and reimbursed until June 30, 2021. All other funds in this Agreement must be expended, reimbursed, and reported pursuant to the original terms, conditions, and dates in the original Agreement.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS 163 May Street	CITY Bishop	STATE CA	ZIP 93514-2709
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Aging

CONTRACTING AGENCY ADDRESS 1300 National Drive, Suite 200	CITY Sacramento	STATE CA	ZIP 95834
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PRINTED NAME OF PERSON SIGNING Nate Gillen	TITLE Chief, Business Management Branch
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) AG OP 80-111
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County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Jeffrey Thomson

SUBJECT: Modification to Nevada County Agreement

RECOMMENDED ACTION:

Request Board approve the modified agreement between the County of Inyo and the County of Nevada to increase the daily rate per youth to \$125.00, contingent upon the Board's approval of future fiscal year budgets.

SUMMARY/JUSTIFICATION:

As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered an agreement with Nevada County on December 13, 2016, to obtain facilities and services for the detention and/or commitment of juvenile offenders. Said agreement may be modified in writing and signed by all parties. The Probation Department requests that the agreement be modified to include the daily rate increase in the amount of one hundred twenty five dollars and no cents (\$125.00) per youth effective July 1, 2020.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

Increase the daily rate per youth to \$125.00.

ATTACHMENTS:

1. Original Nevada County MOA dtd 12-13-16
2. Price Modification Letter 3-6-20
3. Partial signed Modified Nevada County Contract 4-8-20

APPROVALS:

Krystal Phillips

Created/Initiated - 4/7/2020

Darcy Ellis
Krystal Phillips
Marshall Rudolph
Amy Shepherd
Jeffrey Thomson

Approved - 4/7/2020
Approved - 4/7/2020
Approved - 4/7/2020
Approved - 4/7/2020
Final Approval - 4/8/2020



RESOLUTION No. 16-572

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION EXECUTING AN AGREEMENT WITH INYO COUNTY TO HOUSE CERTAIN JUVENILE WARDS IN THE NEVADA COUNTY CARL F. BRYAN II JUVENILE HALL FACILITY

WHEREAS, the Nevada County Juvenile Hall Facility has capacity to accommodate additional minors from Inyo County; and

WHEREAS, Inyo County has need and desire to detain minors in the Nevada County Juvenile Hall Facility; and

WHEREAS, the Nevada County Chief Probation Officer wishes to enter into a fee agreement with Inyo County pertaining to housing and providing detention and programming services to in-custody youth within the environment of the Nevada County Juvenile Hall; and

WHEREAS, after the original agreement was signed, as authorized by Resolution 16-405, the Counties have since identified a clause that requires updating in the agreement; and

WHEREAS, Resolution 16-405 is hereby rescinded.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Chair of the Board of Supervisors is hereby authorized to execute, on behalf of the County of Nevada, the Agreement titled Regional Facility Agreement, by and between said County and Inyo County. The rate payable under this contract is \$90 per day. This is a revenue contract.

Funds to be deposited into revenue account 0101-20310-202-1000/452194

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of December, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

12/13/2016 cc: Probation*
AC*(Hold)

12/16/2016 cc: Probation*
AC*(release)
Inyo County

REGIONAL FACILITY AGREEMENT

THIS Agreement is made between the COUNTY OF NEVADA, a political subdivision of the State of California and the COUNTY OF INYO, a political subdivision of the State of California.

WHEREAS, the County of INYO has a need for juvenile hall placement facilities and desires to place minors detained pursuant to order of its juvenile court in the Nevada County Juvenile Detention Facility, to the extent that excess accommodations are available, and

WHEREAS, the County of Nevada currently operates and maintains a Juvenile hall in the City of Nevada City, where space may exist in excess of its needs;

NOW THEREFORE,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

A. SERVICES:

Nevada County shall provide placement in juvenile hall for INYO County minors who have been accepted by Nevada County Probation Department for such placement in its facility. Placement in the facility shall be made if Nevada County Probation Department determines excess space in the facility exists and Nevada County agrees to accept the minor.

All INYO County minors accepted for placement and placed in the Nevada County Juvenile Hall shall receive the same accommodations and services as Nevada County juveniles in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care and dental care as arranged and authorized by INYO County. Dental Care shall be

limited to pain management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

Nevada County may provide emergency medical services without prior authorization from INYO County.

INYO County minors are not eligible to participate in Nevada County's Children's System of Care Program.

B. TERM:

This agreement may be terminated, at anytime by either party hereto, upon a thirty (30) day written notice to the other party. This agreement shall continue until modified or terminated by Nevada County and/or INYO County. This agreement shall take effect on August 9, 2016 and shall supersede any prior agreement between Facility and User County.

C. PAYMENT:

Board and Care: INYO County shall pay Nevada County for the costs of board and care for each minor so placed for each day or portion thereof that said minor is housed in the Nevada County Juvenile Detention Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of Nevada County. The rate currently established by the Chief Probation Officer is \$90.00 for each 24-hour day or portion thereof. This rate is subject to change by the Chief Probation Officer and INYO County shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this agreement.

Legal Costs: INYO County shall be solely responsible for providing legal services for said minors and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of an INYO County minor placed in the Nevada County Juvenile Detention Facility, INYO County shall defend said litigation and hold Nevada County, its officers and employees, fully harmless there from.

Medical and Psychological Services: INYO County agrees to pay for or to reimburse Nevada County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by a minor placed pursuant to this agreement. INYO County agrees to pay for any costs above \$15,000 per medical/surgical inpatient catastrophic episode. Nevada County is authorized to obtain emergency medical, dental, and mental health care for INYO County minors without prior authorization. All other services must be pre-authorized by INYO County.

Education: INYO County shall reimburse Nevada County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.

Billing and Payments: Nevada County shall bill INYO County on a per minor basis. INYO County shall pay Nevada County within 30 days after receiving notice of payment due. Payment shall be made out to Nevada County Probation and mailed to:

Nevada County Probation
Attention Fiscal Staff
109 ½ North Pine Street
Nevada City, CA 95959

D. TRANSPORTATION:

INYO County shall be responsible for providing round-trip transportation of the minor to and from INYO County and the Nevada County Juvenile Detention Facility. Nevada County shall provide routine transportation for the minor within Nevada County for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

E. COURT DOCUMENTATION:

INYO County shall be responsible for providing; conformed Court orders committing minor to the Juvenile Hall, dispositional report committing minor to the Juvenile Hall, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Nevada County transportation staff upon pick-up of minor.

F. REMOVAL OF MINORS:

Nevada County shall promptly return any INYO County minors placed in the Nevada County Juvenile Detention Facility upon request of the Nevada County Probation Department. Nevada County Probation Department shall have sole discretion to request removal of an INYO County minor. Upon decision to remove an INYO County minor, Nevada County shall notify INYO County by telephone and request INYO County transport said minor back to INYO County within five (5) working days of notification.

G. PRISON RAPE ELIMINATION ACT (PREA)

Nevada County will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 15601 *et seq.*) and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring,

investigating, and eradicating any form of sexual abuse with DJJ Facilities/Programs/Offices owned, operated or contracted. Nevada County acknowledges that, in addition to “self-monitoring requirements” DJJ will conduct announced or unannounced, compliance monitoring to include “on-site” monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies, may result in termination of this Agreement.

H. INDEMNITY:

Nevada County shall defend, release, hold harmless, and indemnify INYO County, its officers and employees, from any and all claims for injuries or damages to persons and/or property, including attorneys’ fees, which arise out of injuries or damages resulting from the negligent acts or omissions of Nevada County, its officers and/or employees. It is further agreed that INYO County, shall defend, release, hold harmless and indemnify Nevada County, its elected officials, officers and/or employees, from any and all claims for injures and/or damages to persons and/or property, including attorney’ fees, which arise out of the negligent acts and/or omissions of INYO County, its officers and employees. In the event of concurrent negligence of Nevada County, its officers and employees and INYO County, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

I. MODIFICATION:

No modification or waiver of any provisions of the Agreement shall be effective unless waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

J. NOTICES:

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

Nevada County Probation Department
Michael Ertola, Chief Probation Officer
109 ½ North Pine Street
Nevada City, CA 95949
Phone: 530-265-1200
Facsimile: 530-265-6280

Dated:

COUNTY OF NEVADA

By:



Dan Miller
Chair, Board of Supervisors

ATTEST:

By:



Julie Patterson
Clerk to the Board of Supervisors

Dated:

COUNTY OF INYO

By:



Jeff Griffiths
Chair, Board of Supervisors

Dated:


COUNTY OF INYO

By:




Jeffrey L. Thomson
Chief Probation Officer
Inyo County Probation Dept.
918 N. Main St.
Bishop, CA 93514
760-872-4111

Approved as to Form:

 12/15/2016
County Counsel Date
County of Nevada

Approved as to Form:

 11/04/2016
County Counsel Date
County of Inyo



NEVADA COUNTY PROBATION DEPARTMENT

MICHAEL N. ERTOLA
Chief Probation Officer

Mailing Address: 109 ½ N. Pine Street
Nevada City, California 95959-2511
Telephone: (530) 265-1200
Fax: (530) 265-6280

RECEIVED

MAR 26 2020
h
INYO COUNTY
PROBATION

March 6, 2020

Inyo County Probation Department
Jeffrey Thomson, Chief Probation Officer
918 N. Main Street
Bishop, CA 93514

Re: Modification to Regional Facility Agreement Terms

Dear Chief Thomson:

Effective July 1, 2020, we will be modifying the terms of the Regional Facility Agreements we have in place to reflect the following:

- 1) Increase in rate to \$125 for each 24-hour day or portion thereof
- 2) Transportation provided will be post-disposition transports from court, transports for medical, mental health, dental or other appropriate care within Nevada County only and transportation back to sending County upon completion of commitment.

A draft of the revised agreement will be sent to you by the end of March for review. The new agreements will be taken before our Board of Supervisors in May. Should you have any questions or need further information, please feel free to email or call me.

Sincerely,

Michael Ertola
Chief Probation Officer

REGIONAL FACILITY AGREEMENT

THIS Agreement is made between the COUNTY OF NEVADA, a political subdivision of the State of California and the COUNTY OF INYO, a political subdivision of the State of California.

WHEREAS, the County of INYO has a need for juvenile hall placement facilities and desires to place minors detained pursuant to order of its juvenile court in the Nevada County Juvenile Detention Facility, to the extent that excess accommodations are available, and

WHEREAS, the County of Nevada currently operates and maintains a juvenile hall in the City of Nevada City, where space may exist in excess of its needs;

NOW THEREFORE,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

A. SERVICES:

Nevada County shall provide placement in juvenile hall for INYO County minors who have been accepted by Nevada County Probation Department for such placement in its facility. Placement in the facility shall be made if Nevada County Probation Department determines excess space in the facility exists and Nevada County agrees to accept the minor.

All INYO County minors accepted for placement and placed in the Nevada County Juvenile Hall shall receive the same accommodations and services as Nevada County juveniles in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care and dental care as arranged and authorized by INYO County. Dental Care shall be

limited to pain management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

Nevada County may provide emergency medical services without prior authorization from INYO County.

INYO County minors are not eligible to participate in Nevada County's Children's System of Care Program.

B. TERM:

This agreement may be terminated, at anytime by either party hereto, upon a thirty (30) day written notice to the other party. This agreement shall continue until modified or terminated by Nevada County and/or INYO County. This agreement shall take effect upon final execution and shall supersede any prior agreement between Facility and User County.

C. PAYMENT:

Board and Care: INYO County shall pay Nevada County for the costs of board and care for each minor so placed for each day or portion thereof that said minor is housed in the Nevada County Juvenile Detention Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of Nevada County. The rate currently established by the Chief Probation Officer is \$125.00 for each 24-hour day or portion thereof. This rate is subject to change by the Nevada County Board of Supervisors and INYO County shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this agreement.

Legal Costs: INYO County shall be solely responsible for providing legal services for said minors and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of a INYO County minor placed in the Nevada County Juvenile Detention Facility, INYO County shall defend said litigation and hold Nevada County elected officials, officers, employees, agents and volunteers fully harmless there from.

Medical and Psychological Services: INYO County agrees to pay for or to reimburse Nevada County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by a minor placed pursuant to this agreement. INYO County agrees to pay for any costs above \$15,000 per medical/surgical inpatient catastrophic episode. Nevada County is authorized to obtain emergency medical, dental, and mental health care for INYO County minors without prior authorization. All other services must be pre-authorized by INYO County.

Education: INYO County shall reimburse Nevada County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.

Billing and Payments: Nevada County shall bill INYO County on a per minor basis. INYO County shall pay Nevada County within 30 days after receiving notice of payment due. Payment shall be made out to Nevada County Probation and mailed to:

Nevada County Probation
Attention Fiscal Staff
109 ½ North Pine Street
Nevada City, CA 95959

D. TRANSPORTATION:

INYO County shall be responsible for providing round-trip transportation of the minor to and from INYO County and the Nevada County Juvenile Detention Facility. Nevada County shall provide routine transportation for the minor within Nevada County for the

purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

E. COURT DOCUMENTATION:

INYO County shall be responsible for providing; conformed Court orders committing minor to the Juvenile Hall, dispositional report committing minor to the Juvenile Hall, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Nevada County transportation staff upon pick-up of minor.

F. REMOVAL OF MINORS:

Nevada County shall promptly return any INYO County minors placed in the Nevada County Juvenile Detention Facility upon request of the Nevada County Probation Department. Nevada County Probation Department shall have sole discretion to request removal of an INYO County minor. Upon decision to remove an INYO County minor, Nevada County shall notify INYO County by telephone and transport said minor back to INYO County within five (5) working days of notification.

G. INDEMNITY:

Nevada County shall defend, release, hold harmless, and indemnify INYO County, its elected officials, officers, employees, agents and volunteers from any and all claims for injuries or damages to persons and/or property, including attorneys' fees, which arise out of injuries or damages resulting from the negligent acts or omissions of Nevada County, its officers and/or employees. It is further agreed that INYO County, shall defend, release, hold harmless and indemnify Nevada County, its elected officials, officers and/or employees, agents and volunteers from any and all claims for injures and/or damages to persons and/or property, including attorneys' fees, which arise out of the negligent acts and/or omissions of INYO County, its elected officials, officers and employees. In the event of concurrent negligence of Nevada County, its officers and employees and INYO County, its officers and employees, the liability for any and all claims for injuries or

damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

H. INSURANCE

Nevada County is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under Nevada County's participation in the CSAC Excess Insurance Authority.

INYO County is self-insured up to \$100,000 and beyond that amount is covered up to \$25 million under INYO County's participation in the CSAC Excess Insurance Authority.

I. PRISON RAPE ELIMINATION ACT (PREA):

Nevada County will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Nevada County acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring.

J. MODIFICATION:

No modification or waiver of any provisions of the Agreement shall be effective unless waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

K. NOTICES:

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

Inyo County Probation Department
Jeffrey Thomson, Chief Probation Officer
918 N. Main Street
Bishop, CA 93514
Phone: 760-872-4111

Nevada County Probation Department
Michael Ertola, Chief Probation Officer
109 ½ North Pine Street
Nevada City, CA 95949
Phone: 530-265-1200

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF NEVADA --

Dated: _____

By: _____
Heidi Hall
Chair, Board of Supervisors
County of Nevada

ATTEST:

By: _____
Julie Patterson-Hunter
Clerk to the Board of Supervisors
County of Nevada


Approved as to Form:

County Counsel Date
County of Nevada

-- COUNTY OF INYO --

Dated: _____

By: _____
Chair, Inyo County Board of Supervisors

By: 
Jeffrey Thomson, Chief Probation Officer

Approved as to Form:

By: 
Assistant County Counsel



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Breanne Nelums

SUBJECT: Approve and Increase to Road and Public Works spending authority with Dave's Auto Parts

RECOMMENDED ACTION:

Request Board authorize an increase of Road and Public Works' purchasing authority with Dave's Auto of Bishop, CA by \$10,000, to a total not-to-exceed amount of \$50,000, for the purchase or parts and shop needs in order to repair vehicles and equipment.

SUMMARY/JUSTIFICATION:

Public Works is a large department operating off nearly (25) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space." In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase orders. We make every effort to keep our business local and distributed throughout the Owens Valley, we purchase from vendors in both the North and South County when we can.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On August 6, 2019 your board approved a multi-vendor spending authority for blanket purchase orders which included Dave's Auto Parts in the amount of \$40,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase order. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
County Counsel

FINANCING:

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

ATTACHMENTS:

APPROVALS:

Breanne Nelums	Created/Initiated - 4/15/2020
Darcy Ellis	Approved - 4/15/2020
Breanne Nelums	Approved - 4/15/2020
Michael Errante	Approved - 4/15/2020
Marshall Rudolph	Approved - 4/16/2020
Amy Shepherd	Approved - 4/16/2020
Michael Errante	Final Approval - 4/16/2020



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Office of the Sheriff

SUBJECT: Increase spending authority with Dooley Enterprises, Inc. for ammunition.

RECOMMENDED ACTION:

Request Board authorize an increase of the Sheriff's purchasing authority with Dooley's Enterprises, Inc. of Anaheim, CA by \$1,200, to a total not-to-exceed amount of \$31,200, for ammunition.

SUMMARY/JUSTIFICATION:

November 5, 2019 your board approved a purchase order in the amount of \$30,000 with Dooley's for ammunition. The DA's office approached us about including their order with our initial purchase. We graciously included their order in the amount of \$2281.07. We are requesting an increase to allow for the Sheriff's Office to complete our purchase with this vendor.

The Sheriff's Office is requesting to purchase ammunition for use in all weapons belonging to the Sheriff's Office. Ammunition is an essential part of our daily operation and annual training. This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County. The Sheriff's Department uses Winchester Ammunition and Dooley is the only authorized distributor in the Southern California area (for which we are a part of), Alaska, Nevada, Oregon and Washington. It is not desirable to use different brands of ammunition in weapons. We use Winchester because we are a small agency and do not have the funds needed to test and evaluate ammunition. The FBI does test and evaluate ammo, the results from their T&E program deemed Winchester ammo the best all-around ammunition for Law Enforcement use. Winchester won the FBI contract to supply them with ammunition. That was based on cost, reliability and performance.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this purchase. This action would cause the department to delay training until such a time that we can provide ammunition to our employees. It is imperative to keep up with our training policies and that of the State. Without continued training and skill development, our staff cannot perform to the best of their ability, leaving them and the County at greater risk.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
Purchasing Agent

County Counsel
Dooley Enterprises, Inc.

FINANCING:

Funding is available in the Sheriff General Budget 022700, Object Code Personal & Safety Equipment 5112.

ATTACHMENTS:

1. Dooley Enterprises Sole-Source P.O.

APPROVALS:

Riannah Reade	Created/Initiated - 4/16/2020
Darcy Ellis	Approved - 4/16/2020
Riannah Reade	Approved - 4/16/2020
Amy Shepherd	Approved - 4/16/2020
Marshall Rudolph	Approved - 4/16/2020
Jeffrey Hollowell	Final Approval - 4/16/2020

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of November 2019 an order was duly made and entered as follows:

*Sheriff – Dooley
Enterprises Sole-
Source P.O.*

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to: A) declare Dooley's Enterprises, Inc. of Anaheim, CA a sole-source provider of ammunition; and B) authorize the issuance of a purchase order in an amount not to exceed \$30,000, payable to Dooley's Enterprises, Inc. of Anaheim, CA for ammunition. Motion carried unanimously.

Routing
CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: November 13, 2019

WITNESS my hand and the seal of said Board this 5th
Day of November, 2019



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: November 5, 2019

FROM: OFFICE OF THE SHERIFF

SUBJECT: Declare Dooley Enterprises, Inc. as Sole Source and approve purchase of ammunition.

RECOMMENDED ACTION:

Request Board: A) declare Dooley's Enterprises, Inc. of Anaheim, CA a sole-source provider of ammunition; and B) authorize the issuance of a purchase order in an amount not to exceed \$30,000, payable to Dooley's Enterprises, Inc. of Anaheim, CA for ammunition.

SUMMARY/JUSTIFICATION:

The Sheriff's Office is requesting to purchase ammunition for use in all weapons belonging to the Sheriff's Office. Ammunition is an essential part of our daily operation and annual training. This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County. The Sheriff's Department uses Winchester Ammunition and Dooley is the only authorized distributor in the Southern California area (for which we are a part of), Alaska, Nevada, Oregon and Washington. It is not desirable to use different brands of ammunition in weapons. We use Winchester because we are a small agency and do not have the funds needed to test and evaluate ammunition. The FBI does test and evaluate ammo, the results from their T&E program deemed Winchester ammo the best all-around ammunition for Law Enforcement use. Winchester won the FBI contract to supply them with ammunition. That was based on cost, reliability and performance.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this purchase. This action would cause the department to delay training until such a time that we can provide ammunition to our employees. It is imperative to keep up with our training policies and that of the State. Without continued training and skill development, our staff cannot perform to the best of their ability, leaving them and the County at greater risk.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
Purchasing Agent
County Counsel
Dooley Enterprises, Inc.

FINANCING:

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Sheriff divisions to make these payments.

ATTACHMENTS:

APPROVALS:

Riannah Reade	Created/Initiated - 10/17/2019
Darcy Ellis	Approved - 10/17/2019
Riannah Reade	Approved - 10/18/2019
Amy Shepherd	Approved - 10/21/2019
Marshall Rudolph	Approved - 10/21/2019
Jeffrey Hollowell	Final Approval - 10/21/2019



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Clint Quilter

SUBJECT: Potential Road and Trail Closures by Inyo National Forest

RECOMMENDED ACTION:

Request Board review and consider closures of defined facilities and areas within the Inyo National Forest.

SUMMARY/JUSTIFICATION:

Inyo National Forest is considering, in consultation with local stakeholders, the closure of roads and trails in 3 specific areas in Inyo County- Pine Creek Road, Buttermilk Road, and Mt. Whitney Area Trails. The intent of these closures would be to provide for both public and employee safety in response to the COVID-19 pandemic.

Staff is requesting that the Board consider whether or not they are supportive of such closures. Representatives from the USFS and staff will be available to discuss the issues related to these closures.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

N.A.

ATTACHMENTS:

1. Possible USFS Road and Trail Closures

APPROVALS:

Darcy Ellis
Darcy Ellis
Marshall Rudolph
Clint Quilter

Created/Initiated - 4/23/2020
Approved - 4/23/2020
Approved - 4/23/2020
Final Approval - 4/23/2020

Date: April 14, 2020

To: File

From: Tammy Randal-Parker, Forest Supervisor

Re: Forest Order No. 05-01-20-02 COVID19 Emergency Closure

I am issuing Forest Order No. 05-04-20-02 to provide for both public and employee health and safety in response to the COVID19 pandemic by closing specific roads, trails, and trailheads within the Inyo National Forest.

This Forest Order will be in effect from April 14, 2020 until June 30, 2020 and will address public health and safety concerns related to public recreation.

Specific roads and trails are depicted in exhibits A-E and identified in exhibit F.

Coronavirus disease (COVID-19) is an infectious and potentially fatal disease caused by a newly discovered coronavirus which leads to respiratory illness. The virus is thought to spread mainly between people who are in close contact with one another (within about 6 feet) through respiratory droplets produced when an infected person coughs or sneezes. There is currently no vaccine to prevent COVID-19. As a result, the best way to prevent illness is to avoid being exposed to the virus.

California and the rural areas of Inyo and Mono County have seen a rapid community spread of the coronavirus. As a result, the Governor of California recently issued Executive Order N-33-20, which directs all individuals living in the state to stay home or at their place of residence. These requirements were implemented to preserve public health and safety, and to ensure that healthcare delivery systems are capable of serving all residents. Inyo and Mono County also issued a Safer at Home Order for Control of Covid-19 (including an Addendum for the Temporary Closure of Public Trails and Trailheads, prohibiting non-essential activities and group gatherings of 10 or more. Typically, the Inyo National Forest and local counties welcome visitors and recreationists as tourism is the economic driver for the local area. With COVID-19, however, we join our local partners in their concern regarding the potential for a large outbreak of COVID-19 and our ability to successfully respond as rural communities.

This decision was based on recommendations from the Centers for Disease Control and Prevention (CDC) as well as state and local health authorities. Developed recreation, to include National Forest System trails, within the Inyo National Forest have experienced an extreme level of recreational use. In some areas the increase in public use is so great that social distancing is not possible. Observed behaviors, and the continued announcements of additional local, county, federal, and state, recreational opportunity closures in response to the COVID-19 outbreak, result in the high likelihood that the Inyo National Forest will become increasingly congested. The Forest Service is focused on ensuring the health and safety of our employees and the public while maintaining our ability to provide mission critical services including the emergency response capability of fire, law enforcement, and support for the Federal Emergency Management Agency.

These roads, trails, and trailheads typically draw large groups of people at any given time creating mass gatherings and concentrated groups of forest visitors in these areas. It is common for these roads, trails, and trailheads to have hundreds of forest visitors creating public health and safety concerns relative to the most recent COVID-19 pandemic and require significant management oversight, especially during the high-use conditions now being realized. This management burden puts Forest personnel at additional risk of exposure to COVID-19. In several instances already, Forest employees have run out of the necessary personal protective equipment and cleaning supplies to perform site maintenance activities safely while mitigating the risk of exposure.

Additionally, these roads and are located adjacent to residential communities. The high-use recreation traffic is creating additional exposure risks to the community residents. Roads and trails that connect multiple communities create unmanageable vectors for further community spread of COVID-19. Trails that begin off the National Forest and are closed by local authorities but remain open on National Forest System lands create circumstances in which the public is using dangerous and damaging off-trail routes to gain access to the open portions, causing environmental damage and increasing the risk for search and rescue personnel when injuries occur. These roads and trails also have a high number of emergency responses and search and rescue operations straining local medical resources. Closing these roads, trails, and trailheads will help reduce additional unnecessary risks to the public exposed to community spread of COVID-19, first responders, and strain on the medical system during this pandemic.

This closure is an interim measure. I will continue to evaluate the emerging safety situation around COVID-19 and follow guidelines from the CDC, as well as state and local health departments, to ensure that the safety of our employees and our visitors is a priority.

The current pandemic projections for California indicate a peak infection rate achieved by early May 2020 and a recovery rate of no new infections by mid-June 2020 (<https://covid19.healthdata.org/projections>).

This Forest Order was made in consultation with local municipalities, congressional representatives, Inyo County Sheriff's Department and Mono County Sheriff's Department.

This Forest Order includes an exemption for persons with a Forest Permit for Use of Roads, Trails, or Areas Restricted by Regulation or Order (Form FS-7700-48). Authorization for entry under this exemption will only be provided if I or my delegate determine that the risk to personal health and safety is reasonable, considering the circumstances of the request. We may also require appropriate personal protective equipment and other necessary safety measures. I hereby delegate the authority to sign Form FS-700-48 granting an exemption to this Forest Order to all Inyo National Forest Line Officers.

I have concluded that this decision may be categorically excluded from documentation in an Environmental Impact Statement or Environmental Assessment under the National Environmental Policy Act. This action falls within the category identified in 36 CFR 220.6(d)(1) - Prohibitions to provide short-term resource protection or to protect public health and safety - and does not require documentation in a decision memo, decision notice, or record of decision. I have determined that there are no extraordinary circumstances associated with this temporary closure. Implementation of the decision may begin immediately.



INYO NATIONAL FOREST
Forest Order No. 05-04-50-02
COVID 19 Emergency Closure

EXHIBIT F

Mammoth and Mono Lake Ranger District

Exhibit A - Minaret Vista Reds Meadow:

- Forest Road 3511- Located in Township 3 North, Range 26 East. Starts in Section 25 and travels north then south through Sections 25, 26, 23, 35, 34 then continues south into Township 4 South, Range 26 East through sections 2, 3, and 11. Mount Diablo Base and Meridian (MDBM).
- Forest Road 26E201 - Located in Township 3 North, Range 26 East travels north through Section 25, 24 and 13 (MDBM).

Exhibit B – Mammoth Lakes Basin Roads

- Twin Lake Loop Road FR 04S22 - Located in Township 4 South, Range 27 East, Section 4 and 9 (MDBM).
- Old Mammoth Road FR 04S19 - Located in Township 4 South, Range 27 East, Section 9 (MDBM).
- Lake Mary Road FR 03S10 - Located in Township 4 South, Range 27 East, Section 9, 16, and 8 (MDBM).
- Lake Mary Loop Road FR 04S09 - Located in Township 4 South, Range 27 East, Section 16, 17, and 9 (MDBM).
- Cold Water FR 04S25 - Located in Township 4 South, Range 27 East, Sections 16, and 22 (MDBM).

White Mountain Ranger District

Exhibit C- Pine Creek Road

- FR 6517 - Located in Township 6 South, Range 30 East, Section 23 and the Inyo National Forest Boundary. The road travels southwest to Township 7 South, Range 30 East, Section 9 (MDBM). Pine Creek Rd., 06S17 will be closed for an approximate two mile stretch of the road in the climbing area one-half mile on either side of the road.

Exhibit D – Buttermilk Road

- FR 7501 from Hwy 168 - Located in Township 7 South, Range 31 E travels west through Section 13, 14, 23, 22 then southwest through Section 21, 20, and 29, then south through Sections 30, 31 through Township 8 South Range 6, 5, 4, 9, and 16 (MDBM). The closure area Includes one half-mile along either side of the road.
- FR 75107 - Located in Township 7 South, Range 31 East, Section 23 travels north to intersect with FR 7501 (MDBM).
- FR 7504 - Located in Township 7 South, Range 31 East, Section 21 travels north from the east intersection with FR 7501 then west through Section 14, 15, 10, 9 then then southwest through section 16 intersecting at the west end FR 7501 (MDBM).




- FR 7501A – Located in Township 7 South, Range 31 East, Section 13 travels northwest to intersect with FR 7501 (MDBM).
- FR 07S15 – From Hwy 168 E Located in Township 7 South, Range 31 East, Section 25 travels southwest through Section 26, 35, 34, and 33 (MDBM).

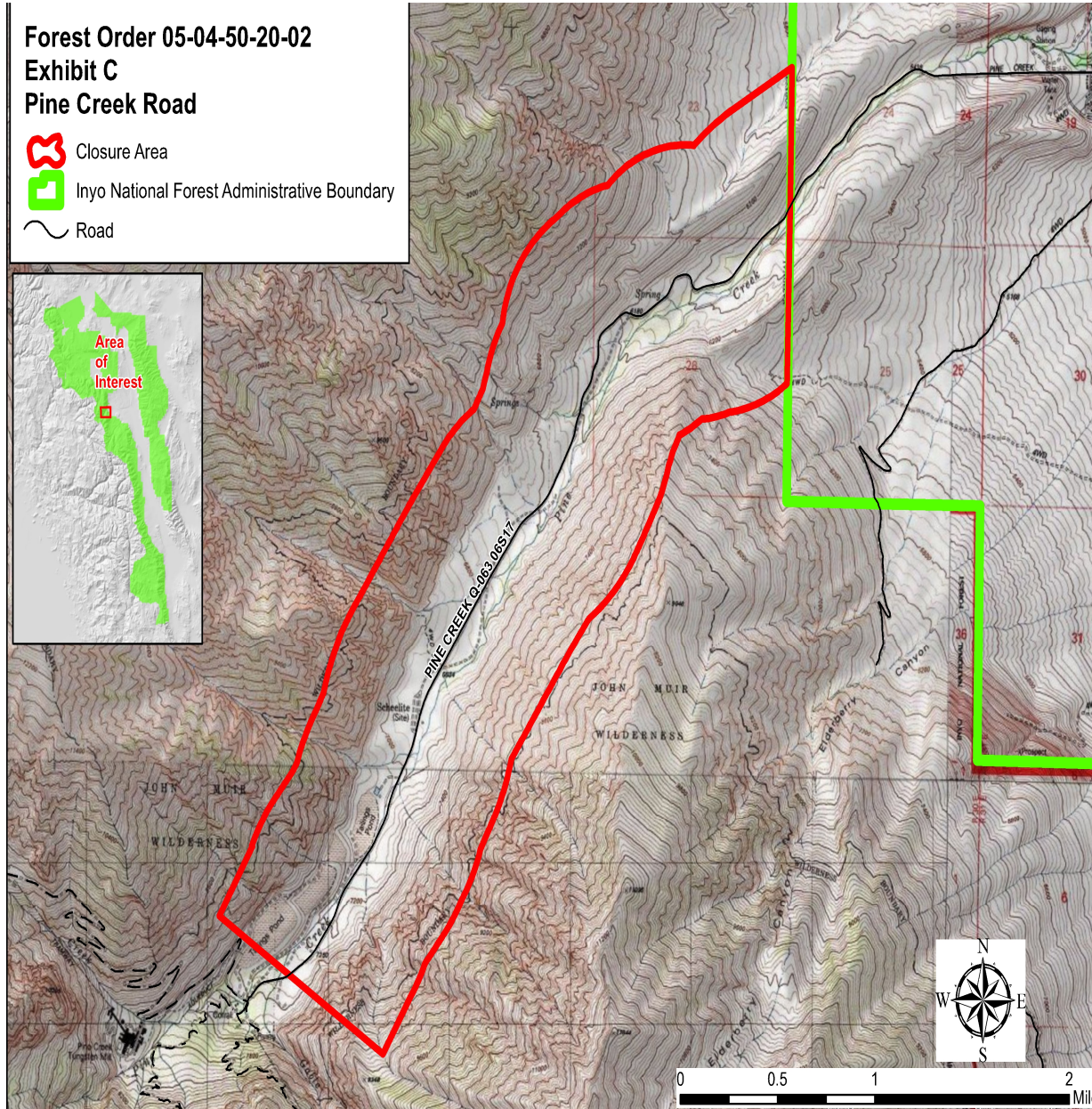
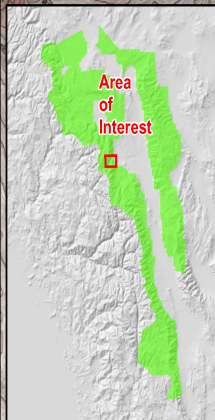
Mt. Whitney Ranger District

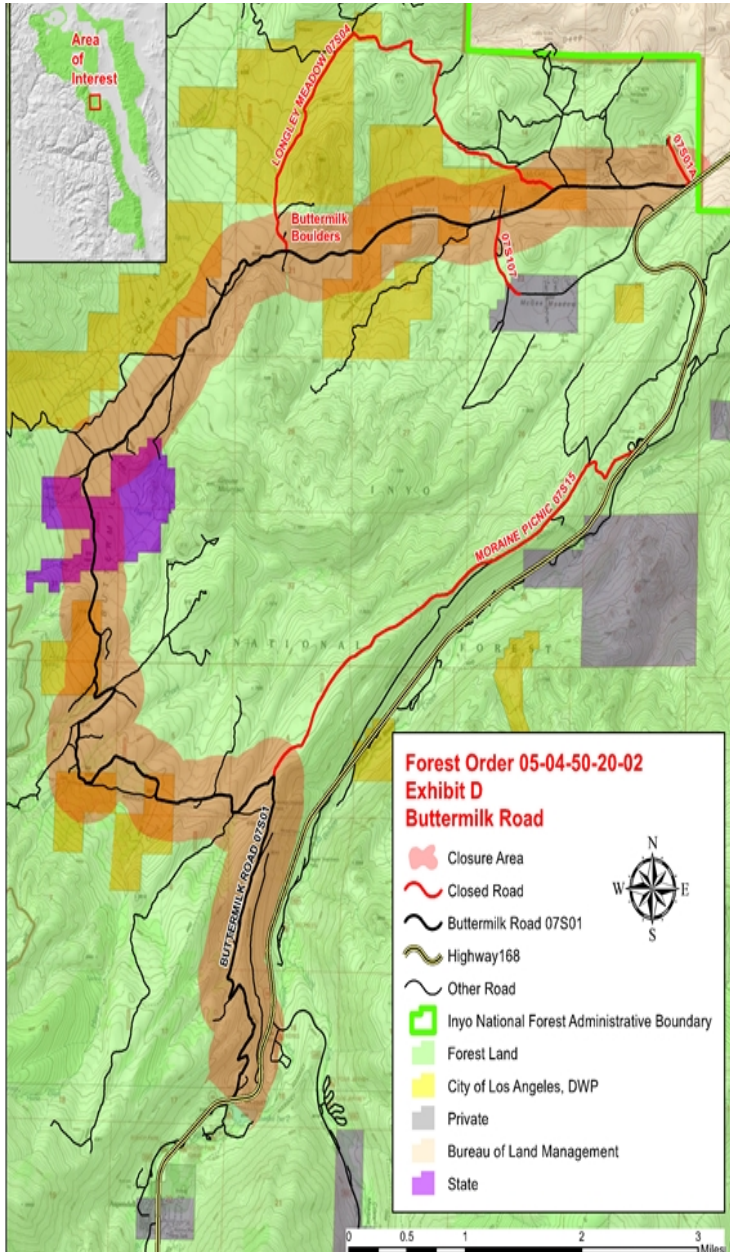
Exhibit E – Mt. Whitney Area Trails

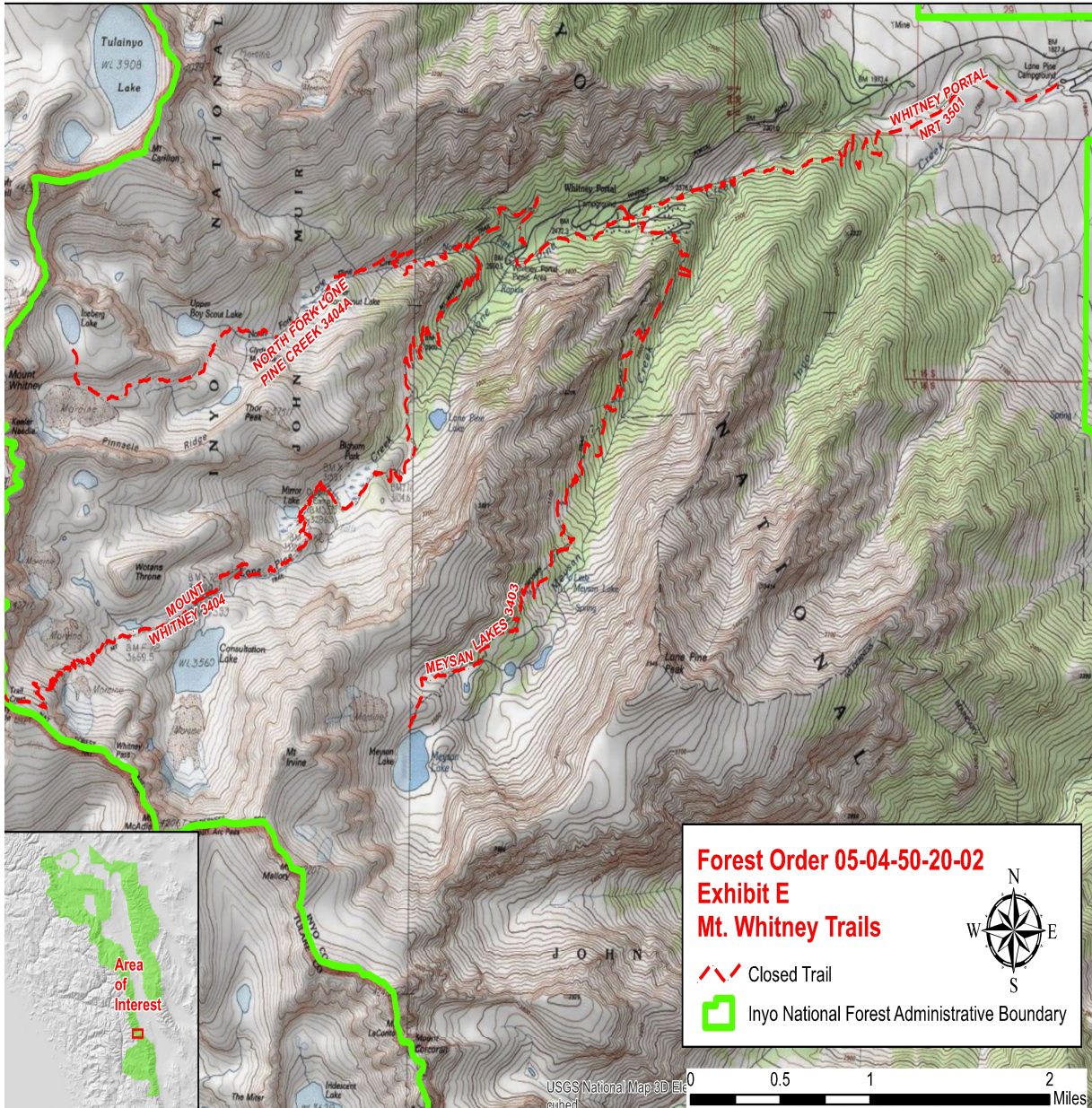
- Whitney Portal Trail NRT 3501 – Located in Township 15 South, Range 35 East, Section 29 and travels west through sections 30, 31, and 36 (MDBM).
- Meysan Lakes Trail NRT 3403 - Located in Township 15 South, Range 35 East, Section 36 an travels south southwest to Township 16 South, Range 35 East, Sections 1, 2, and 11 (MDBM).
- Mount Whitney Trail NRT 3404 - Located in Township 15 South, Range 35 East, Section 35 then travels west southwest through Township 16 South, Range 35 East, Section 2, 3, 10 and 9 (MDBM).
- North Fork Lone Pine Creek NRT 3404A – Located in Township 15 South, Range 35 East, Section 35 and travels west through section 34 and into Township 16 South, Range 35 East, Section 3 and 4 then north to Township 15 South, Range 35 East, Section 33 (MDBM).

Forest Order 05-04-50-20-02
Exhibit C
Pine Creek Road

-  Closure Area
-  Inyo National Forest Administrative Boundary
-  Road







Forest Order 05-04-50-20-02
Exhibit E
Mt. Whitney Trails

 Closed Trail

 Inyo National Forest Administrative Boundary





County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: April 28, 2020

FROM: Water Department

SUBJECT: LADWP Annual Operations Plan

RECOMMENDED ACTION:

Request Board review and possibly provide direction concerning the LADWP Proposed Annual Operations Plan.

SUMMARY/JUSTIFICATION:

Regarding LADWP's Annual Operations Plan, the Inyo/Los Angeles Long-Term Water Agreement (LTWA) provides that:

By April 20th of each year, the Department shall prepare and submit to the Inyo County Technical Group a proposed operations plan and pumping program for the twelve (12) month period beginning on April 1st. The County through its Technical Group representatives shall review the Department's proposed plan of operations and provide comments to the Department within ten (10) days of receipt of the plan.

The County received the draft Annual Operations Plan from LADWP as scheduled, and it is posted on the Water Department website. Key components of the plan include the runoff forecast, planned pumping locations and amounts, and the anticipated amount of water that will be supplied to irrigated agriculture and mitigation projects. The forecasted runoff from April, 2020 through March, 2021 for the Owens River Basin is 74% of normal. As in recent years, the draft plan provides a range of proposed pumping amounts. This year, the range is 75,000-93,000 ac-ft. Agricultural leases and E/M projects should receive their full water allotments this year despite the lower than normal runoff.

At the time this agenda request was prepared, the Water Department was in the process of evaluating the proposed pumping effects on water levels near groundwater dependent vegetation. The Water Commission will hear a presentation from the Water Department summarizing the pumping plan and the Department's preliminary evaluation at a meeting on April 23. The Commission may choose to make a recommendation to the Board regarding the draft pumping plan. By the time of the April 28 Board of Supervisors meeting, drafts of the Water Commission and Water Department recommendations will be available for your discussion.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Los Angeles Department of Water and Power

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Aaron Steinwand
Darcy Ellis
Aaron Steinwand
Marshall Rudolph
Amy Shepherd

Created/Initiated - 4/21/2020
Approved - 4/21/2020
Approved - 4/21/2020
Approved - 4/22/2020
Final Approval - 4/23/2020



County of Inyo



County Administrator - Advertising County Resources

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 28, 2020

FROM:

SUBJECT: Request to ratify payment for Inyo County advertisement in the 2020 edition of Visit California, the official California Visitors Guide and Travel Planner.

RECOMMENDED ACTION:

Request Board ratify and approve payment of \$12,520.00 from the 2019-20 Advertising County Resources Budget to Meredith Corporation for an Inyo County one-third page advertisement in the 2020 California Visitor Guide and website.

SUMMARY/JUSTIFICATION:

Advertising in the California Visitors Guide and Travel Planner has proven to be a sound marketing and public relations investment and has become a primary component of the County's overall marketing strategy. The Guide has a circulation of more than 500,000 copies, and is the primary fulfillment piece mailed or otherwise distributed to potential visitors to California from the United States and the rest of the world.

The Visitor Guide is also available online at the California Travel and Tourism Commission web site, www.visitcalifornia.com which sees approximately 1 million visitors a year.

The California Travel and Tourism Commission sustains a yearly, \$120 million national and international advertising campaign to promote California Tourism, and has satellite offices in Europe, Mexico and other locations.

The County and the two chambers of commerce in the county (Lone Pine and Death Valley) receive a free listing in the guide, which contains the address, website, e-mail, phone number, etc. for those seeking more information. (The Bishop Chamber of Commerce also advertises in the California Visitors Guide.)

As an advertiser in the California Visitors Guide, Inyo County and its chamber partners also have the opportunity to generate publicity through the CTTC web page, press releases, and story leads for travel writers. On average, about three "story leads" per month are sent out from CTTC asking for information for a potential story about travelling in California. The stories run the gamut from hikes with dogs to wine tasting tours to hotel and motel discounts for special events or holidays. These leads are also sent to local chambers to disperse to their members and other local businesses or attractions.

More importantly, CTTC seeks out information for quarterly press releases and web page updates about each region, which allows Inyo County to highlight its many attractions. Information about attractions (from museums to rock climbing to fishing) and events (49ers Encampment, Fourth of July, and LP Film Festival) can also be uploaded onto the CTTC webpage, which is an ongoing process.

In 2020, the "open rate" for Inyo County's one-third page ad (see attached ad) in the High Sierra Section of the guide is \$18,600, but with an early "preliminary advertising space reservation" several months before the January 2020 publication date, and after a variety of discounts, the final cost is \$12,280.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could deny the request.

OTHER AGENCY INVOLVEMENT:

County Administrative Officer and Auditor/Controller.

FINANCING:

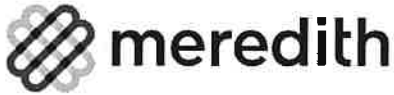
The 2019-20 Advertising County Resources Budget (011400) is financed from the General Fund. Payment for this ad will be taken from the ACR Advertising Budget (5263), which has a board-approved allocation in 2019-20 of \$40,000.

ATTACHMENTS:

1. California Visitor Guide 2020 Invoice & Ad

APPROVALS:

Jon Klusmire	Created/Initiated - 4/15/2020
Darcy Ellis	Approved - 4/15/2020
Jon Klusmire	Approved - 4/16/2020
Sue Dishion	Approved - 4/20/2020
Marshall Rudolph	Approved - 4/20/2020
Amy Shepherd	Approved - 4/20/2020
Leslie Chapman	Final Approval - 4/23/2020



1716 Locust Street
Des Moines, IA 50309

Invoice

Bill To:

INYO COUNTY.
PO BOX 206
INDEPENDENCE, CA 93526

Invoice #		Invoice Date	
20116149		12/30/2019	
Terms	Customer #	IO Num	
NET 30	101618	N/A	
Internal Ref			
OPP-0326779			

Advertiser:

INYO COUNTY.

Brand:**Description**

National 1/3 Page 4-Color 2020 CALIFORNIA TRAVEL GUIDE

Page**NEP****Net Amount**

141

0.33

12,520.00

Additional Invoice Information:

SubTotal

12,520.00

Comments:

Billing Revision

0.00

Revised Net Amount

12,520.00

Questions? Call 1-866-808-4807

Payments

Remittances May Be Sent Via:**Regular Mail**

Meredith Corporation
PO Box 730148
DALLAS, TX 75373-0148

Balance Due**12,520.00**

USD

ACH or Wire

Bank Name: JPM Chase
Bank Address: One Chase Plaza, Chicago IL 60603 USA
Account Name: Meredith Funding Corporation
Account No: 675525042
ACH Routing #: 071000013
Wire Routing #: 021000021
Swift Code: CHASUS33
Remittance: Wire.RemittanceNMG@meredith.com

CALIFORNIA OFFICIAL STATE VISITOR'S GUIDE
2020 ADVERTISING INSERTION ORDER FORM



TO PLACE AN AD, PLEASE COMPLETE THIS FORM AND EMAIL TO:

Therese Petersen, Sales Coordinator
 2951 Cassia Street
 Newport Beach, CA 92660
 949.244.3075
 therese.petersen@meredith.com

Name of Advertiser Inyo County
 Address PO Box 206
 City Independence State CA Zip 93526
 Contact Person Jon Klusmire
 Email jklusmire@inyocounty.us
 Phone (760) 878-0258

Name of Agency _____
 Address _____
 City _____ State _____ Zip _____
 Contact Person _____
 Email _____
 Phone _____
 Sales Representative Tom Ward

BILL TO: Advertiser Agency
Party being invoiced must sign the document.

Signature [Handwritten Signature]
 Date 9-13-19

FOR MATERIAL QUESTIONS CONTACT:
Rachael Martin, Ad Production Supervisor
 Meredith Content Center
 1716 Locust Street, Des Moines, IA 50309
 515.284.3089
 rachael.martin@meredith.com

*Meredith will not be held responsible for lost or damaged materials.

ADVERTISING INFORMATION

Insertion order and materials due: **September 8, 2019**

DISPLAY:

- Spread \$78,470
- Full Page \$41,900
- 2/3 Page (v) \$32,700
- 1/2 Page (h) \$26,200
- 1/3 Page (square or vertical) \$18,600
- 1/6 Page (v or h) \$10,570
- Enhanced Listing \$1,200
- Other:

Format: Third, square

Art due to Meredith portal by Sept. 16th (extension).

Terry Petersen will be in touch regarding the Enhanced Listing.

PREMIUM PLACEMENT:

- Back Cover \$54,480
- Inside Front Cover \$52,390
- Inside Back Cover \$48,190

RATE: \$ 18,600

DISCOUNT: _____ % (Deadline: July 14, 2019)

NET: \$ 12,520

PAYMENT METHOD:

- Payment in advance now via credit card, ach wire or check.
- Net 30 payment terms—apply for credit.

CHECKS PAYABLE TO: Meredith Corporation
MAIL TO: P.O. Box 730148, Dallas, TX 75373-0148

TERMS: NET 30 DAYS. AGENCY AND ADVERTISER WILL BE HELD JOINTLY AND SEVERALLY LIABLE TO PUBLISHER. In the event of non-payment, Agency and Advertiser shall also be liable for all collection expenses (including attorney's fees). If Meredith Corporation refers Agency/Advertiser invoice(s) to a collection agency or attorney any discounts, including agency commission, shall not apply and shall be deemed revoked. **Agency will be billed unless otherwise specified.** All terms and conditions of the above-referenced magazine's rate card apply and are incorporated herein by reference. These terms may not be altered in any way without the written consent of Meredith Corporation. By signing above, the Authorized Representative represents and warrants that s/he has full authority to find the above-identified company to the terms and conditions set forth above and incorporated herein.

LAKESHORE

China Peak. Ski and snowboard in the winter or mountain bike in summer. 559/233-2500; skichinapeak.com

LEE VINING

Mono Lake Tufa State Reserve. Hike, swim, and kayak to see the natural limestone "tufa towers." 760/647-6331; parks.ca.gov

LONE PINE

Lone Pine Chamber of Commerce. Lone Pine is golden trout headquarters. Gateway to Mount Whitney and Death Valley. Home to the Lone Pine Film Festival. 760/876-4444; info@lonepinechamber.org; lonepinechamber.org See ad, p. 141

MAMMOTH LAKES

Mammoth Lakes Basin. Hike or bike the 5.3-mile paved multiuse Lakes Basin Path, which connects the North Village to Horseshoe Lake and other popular destinations. 760/934-2712; mammothtrails.org

Mammoth Lakes Tourism. 2510 Main St. Official visitor information. A year-round adventureland of legendary proportions. Home of Mammoth Mountain, Rainbow Falls, and Devils Postpile National Monument. 888/466-2666; visitmammoth.com See ad, p. 137

Mono County Tourism. Bridgeport. Explore California's Eastern Sierra along Scenic Byway U.S. 395. Visit Yosemite's east entrance, Bodie ghost town, Mono Lake's tufa towers. Hiking, fishing, skiing, brilliant fall colors. Free visitors guide. 800/845-7922; monocounty.org See ad, p. 137

MARIPOSA

California State Mining and Mineral Museum. View breathtaking gems and minerals from around the world; experience mining history. 209/742-7625; parks.ca.gov

Mariposa Museum & History Center. Exhibits include a Miwok Indian display and a view of a miner's cabin. 209/966-2924; mariposamuseum.com

Merced River. Find wave trains and exhilarating rapids; ideal for rafters of all levels. 209/736-4677; oars.com

MARKLEEVILLE

Grover Hot Springs State Park. Open pine forest, hot springs, and hiking trails. 530/694-2248; parks.ca.gov

NORDEN

Donner Ski Ranch. Find a laid-back skiing experience with family-friendly features and backside terrain for advanced riders. 530/426.3635; donnerskiranch.com

NORTH FORK

Sierra Vista National Scenic Byway. Tour 100 miles of panoramic views on this spectacular drive. 559/877-2218; sierravistascenicbyway.org

OAKHURST

Fresno Yosemite International Airport. 5175 E. Clinton Way. Central California's Premier Airport. Your gateway to adventure and three majestic National Parks! 559/621-4500; flyfresno.com See ad, p. 133

Madera Wine Trail. A must-do for wine enthusiasts. California's oldest wine region features award-winning wines from family-owned wineries. 800/613-0709; maderawinetrail.com See ad, p. 133

Majestic Mountain Loop. Visit three of California's National Parks in as little as three days: Sequoia, Kings Canyon, and Yosemite. Take a plane, take a car, or take a guided tour. 559/683-4636; majesticmountainloop.com See ad, p. 133

Visit Yosemite | Madera County. 40343 Highway 41. Oakhurst. Madera County: California's Gateway to

HIGHEST

LOWEST

OLDEST

The Other Side of California

DEATH VALLEY AND THE EASTERN SIERRA

#exploreinyocounty

theothersideofcalifornia.com

CLEARLY TAHOE

EXPLORE OUR WORLD

Visit us online to reserve your spot today!

Call Now (530)554-4664

Clear Kayak

Tours & Rentals

on Lake Tahoe

WWW.CLEARLYTAHOE.COM

BISHOP CALIFORNIA

Small Town with a Big Backyard

Request a **FREE** Visitor Guide

(760) 873 8405 #VISITBISHOP

WWW.BISHOPVISITOR.COM



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Kelley Williams

SUBJECT: Request Board approve a contract with Navigating Preparedness Associates, LLC for consulting services to update the Inyo County Emergency Operations Plan and Functional Annexes

RECOMMENDED ACTION:

Request Board: A) declare Navigating Preparedness Associates, LLC, of Lafayette, CA, the successful respondent to Inyo County RFP NO. OES-2020-02-01 Inyo County Emergency Operations Plan & Annexes Update; B) authorize a contract be entered into with Navigating Preparedness Associates, LLC in an amount not to exceed \$77,100 for the term of May 1, 2020 through August 31, 2021, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On February 1, 2020, the County of Inyo Office of Emergency Services advertised Request For Proposal No. OES-2020-02-01, for contract consulting services to update the Inyo County Emergency Operations Plan and Annexes.

Three (3) proposals were received by the submittal due date of March 6, 2020. An evaluation panel consisting of the Inyo County Administrative Officer/Director of Emergency Services, the Inyo County Sheriff and the Inyo County Emergency Services Manager, reviewed and rated all three of the proposals.

The proposal submitted on behalf of Navigating Preparedness Associates, LLC (NPA) was determined to be the proposal that could best address and fulfill the needs of Inyo County in the successful completion of an approved EOP.

NPA's proposal addressed all of the requirements that were stipulated in the RFP, they had excellent references and their proposal was also the lowest. As an added option, upon completion of the update of the EOP and Annexes, NPA offered to conduct an EOP validation workshop. The validation workshop will require additional funds, but the total cost of the EOP update and the validation workshop, is still under the estimated preliminary budget for this project. The validation workshop will be a great opportunity to test and review the new EOP and the functional annexes.

Update of the EOP and annexes, and completion of the validation workshop, are currently scheduled to be complete by August 31, 2021. If the COVID-19 Pandemic event should cause delay in some of the stakeholder meetings and collaboration efforts, it may become necessary to amend the contract by extending the term. However, the not to exceed amount will not change.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this consulting contract with Navigating Preparedness Associates, LLC to update the County of Inyo's Emergency Operations Plan. This action would not be in the best interest of the County. This project has been identified as an approved project within the 2018 Homeland Security Grant Program. A portion of the non matching 2018 HSGP funds have already been allocated to this project.

If these allocated 2018 HSGP funds are not used before the end of the grant program performance period of May 2021, these allocated funds will revert back to the State.

OTHER AGENCY INVOLVEMENT:

Cal OES

FINANCING:

Funding for this contract is included in Fiscal Year 2019-2020 Board Approved Budget. \$35,000 is included in the 2018 Homeland Security Grant (Budget #623718) Professional Services (Object Code #5265) and \$50,000 is included in the General Relief (Budget #010205) Professional Services (Object Code #5265)

ATTACHMENTS:

1. NPA-Emergency Operations Plan Update Contract No. 113

APPROVALS:

Kelley Williams	Created/Initiated - 4/8/2020
Darcy Ellis	Approved - 4/8/2020
Kelley Williams	Approved - 4/12/2020
Marshall Rudolph	Approved - 4/13/2020
Amy Shepherd	Approved - 4/13/2020
Jeffrey Hollowell	Approved - 4/14/2020
Clint Quilter	Final Approval - 4/15/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND Navigating Preparedness Associates, LLC
FOR THE PROVISION OF Consulting **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Consulting services of Navigating Preparedness Associates, LLC of Layfayette, California 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 and in Exhibit A-1.

2. TERM.

The term of this Agreement shall be from May 1, 2020 to August 31, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation . County shall pay to Contractor the sum total of Seventy seven thousand one hundred dollars Dollars and no/100 cents (\$ 77,100.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

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 Seventy seven thousand one hundred dollars Dollars and no/100 cents (\$ 77,100.00) (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>. Contractor further warrants and agrees to all provisions in Exhibit A-1, ¶ 2.

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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining

such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

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 **B** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, 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 County is to be considered an employee of Contractor. 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, and employees 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 hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

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, including the provisions set forth in Exhibit A-1, ¶ 7. 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. Additional rights of access and audit are agreed to as specified in Exhibit A-1, ¶¶ 6 and 7.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or Contractor 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, and employees 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. Contractor further agrees to comply with all laws, rules and regulations set forth in Exhibit A-1.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. 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.

16. 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.

17. 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) below.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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).

23. 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.

24. 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	
Administration	Department
<hr/>	<hr/>
P.O. Drawer N	Address
<hr/>	<hr/>
Independence, CA 93526	City and State

Contractor:

Navigating Preparedness Associates, LLC	Name
3245 Driftwood Drive	Address
<hr/>	<hr/>
Lafayette, CA 94549	City and State

25. 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.

#

AGREEMENT BETWEEN COUNTY OF INYO
AND Navigating Preparedness Associates, LLC
FOR THE PROVISION OF Consulting **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Type or Print Name

Type or Print Name

Dated: _____

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

s:CountyCounsel/Contracts/Misc/EMPG Training113

ATTACHMENT A

AND AGREEMENT BETWEEN COUNTY OF INYO
Navigating Preparedness Associates, LLC
FOR THE PROVISION OF Consulting **SERVICES**

TERM:

FROM: May 1, 2020 **TO:** August 31, 2021

SCOPE OF WORK:

The Scope of Work includes the following, which are all incorporated into this agreement:

- All Contract Documents
- Inyo County Emergency Operations Plan & Annexes Update RFP No. OES-2020-02-01
- Navigating Preparedness Associates, LLC response to the Request for Proposals

EXHIBIT A-1

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. *Period of Performance*

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. *Lobbying and Political Activities*

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. *Debarment and Suspension*

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. *Non-Discrimination and Equal Employment Opportunity*

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban

Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. *Drug-Free Workplace*

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. *Environmental Standards*

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting – Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

*HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES
/ CERTIFICATIONS*

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients

settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. *Acknowledgment of Federal Funding from DHS*

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. *Activities Conducted Abroad*

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. *Best Practices for Collection and Use of Personally Identifiable Information (PII)*

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. *Copyright*

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. *Duplication of Benefits*

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. *Energy Policy and Conservation Act*

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. *Federal Debt Status*

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. *Fly America Act of 1974*

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. *Hotel and Motel Fire Safety Act of 1990*

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. *Non-supplanting Requirement*

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. *Patents and Intellectual Property Rights*

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. *SAFECOM*

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. *Terrorist Financing*

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. *Reporting of Matters Related to Recipient Integrity and Performance*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8 .1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Navigating Preparedness Associates, LLC.

FOR THE PROVISION OF Consulting **SERVICES**

TERM:

FROM: May 1, 2020 **TO:** August 31, 2021

SEE ATTACHED INSURANCE PROVISIONS



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 13, 2020

Inyo County
168 N EDWARDS ST
INDEPENDENCE CA 93526

Account Information:

Policy Holder Details :	NAVIGATING PREPAREDNESS ASSOCIATES LLC
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (888) 242-1430

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (888) 242-1430 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	E-MAIL ADDRESS:	
INSURED NAVIGATING PREPAREDNESS ASSOCIATES LLC 3245 DRIFTWOOD DR LAFAYETTE CA 94549-5629	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B : Lloyds, Underwriters at Lloyds	15792
	INSURER C : Continental Casualty Co.	20443
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X	X	PSI0616387967	04/11/2020	04/11/2021	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	PSI0616387967	04/11/2020	04/11/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
X	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			652067315	04/01/2020	04/01/2021	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	65 WEC AK3651	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
B	Professional Liability			PSI0616387967	04/11/2020	04/11/2021	Each Claim Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Those usual to the Insured's Operations. Please see Additional Remarks Schedule Acord Form 101 attached. Those usual to the Insured's Operations. Insurer B – Professional Liability - MPL143818420 - 04/01/2020-04/01/2021 - Each Claim: \$2,000,000/Aggregate: \$2,000,000. Please see Additional Remarks Schedule Acord Form 101 attached.

CERTIFICATE HOLDER Inyo County 168 N EDWARDS ST INDEPENDENCE CA 93526	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY USAA INSURANCE AGENCY INC/PHS		NAMED INSURED NAVIGATING PREPAREDNESS ASSOCIATES LLC 3245 DRIFTWOOD DR LAFAYETTE CA 94549-5629	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. Coverage is primary & non-contributory per the General Liability Coverage. Notice of Cancellation will be provided in accordance with the General Liability Coverage. Blanket Waiver of Subrogation applies in favor of the Certificate Holder per the General Liability Coverage and Waiver of Our Right to Recover from Others Endorsement WC040306, attached to this policy.



County of Inyo



County Administrator-Emergency Services/Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 28, 2020

FROM:

SUBJECT: Motel Contract for COVID-19 related shelter

RECOMMENDED ACTION:

Request Board approve the Emergency Occupancy Agreement between the County of Inyo Department of Emergency Services and the Bishop Motel 6, Bishop Vagabond Inn, and Bishop Travelodge and authorize the County Administrative Officer to sign.

SUMMARY/JUSTIFICATION:

This agreement will be used to secure rooms that can be used as an emergency non-congregate shelter (NCS) to house persons impacted by the COVID-19 emergency, providing them a safe place to stay when they cannot return to their homes.

The shelter will be available with referral from the hospital for individuals who meet the following criteria: (1) Individuals who test positive for COVID-19 that do not require hospitalization, but need isolation or quarantine (including those exiting from hospitals); (2) Individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine; and (3) Individuals who are asymptomatic, but are at "high-risk," such as people over 65 or who have certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency NCS as a social distancing measure. Once placed in the shelter, residents will be provided 3 meals a day, will have daily check-ins with a case manager and will be tracked by public health staff.

The creation of an NCS was requested by NIHD, to relieve potential pressure on their inpatient beds and reduce the probability of debilitating hospital surge.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

HHS has received County Medical Services Plan (CMSP) grant funding to cover these costs.

ATTACHMENTS:

1. FINAL - Emergency Hotel Lease

APPROVALS:

Kelley Williams	Created/Initiated - 4/8/2020
Darcy Ellis	Approved - 4/8/2020
Kelley Williams	Approved - 4/8/2020
Meaghan McCamman	Approved - 4/23/2020
Marshall Rudolph	Approved - 4/23/2020
Amy Shepherd	Approved - 4/23/2020
Marilyn Mann	Approved - 4/23/2020
Clint Quilter	Final Approval - 4/23/2020

COUNTY OF INYO

EMERGENCY OCCUPANCY AGREEMENT

<p>OCCUPANCY AGREEMENT COVERING PREMISES LOCATED AT: 1030 N. Main St, Bishop CA 93514 (Vagabond Inn Bishop) 1005 N. Main St, Bishop CA 93514 (Motel 6 Bishop) 155 E. Elm St, Bishop CA 93514 (Travelodge Bishop)</p>
<p>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO. 84-2562204: Vagabond Bishop, Inc dba Vagabond Inn Bishop 84-252494: Swati, Inc. dba Motel 6 Bishop 84-2498025: Aaman, Inc. dba Travelodge Bishop</p>
<p>TENANT AGENCY Inyo County Department of Emergency Services</p>

Preamble This MASTER OCCUPANCY AGREEMENT, made and entered into this day of April, 2020 by and between

MOTEL 6, VAGABOND, AND TRAVELODGE OF BISHOP, CA

hereinafter called the Owner, without distinction as to number or gender, and the County of Inyo, a political subdivision of the State of California, hereinafter called the County. **This Agreement is entered into pursuant to the Governor’s State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.**

WITNESSETH

Description 1. The Owner hereby authorizes the County and the County intends to hire from the Owner the Premises, consisting of certain dwelling rooms “AS IS” with appurtenances situated in the City of Bishop, County of Inyo, State of California, and more particularly described as follows:

Hotel/motel rooms located at:

- A. Motel 6, 1005 N Main St, Bishop, CA 93514
- B. Vagabond, 1030 N Main St, Bishop, CA 93514
- C. Travelodge, 155 E Elm St, Bishop, CA 93514

D. For each location identified in sections 1.A through 1.C above, the hiring shall include at least 1 parking space per room contiguous to the subject hotel building. And the County shall have access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, with no exceptions.

County shall utilize rooms provided under this contract to house the following individuals: (1) Individuals who test positive for COVID-19 that do not require hospitalization, but need isolation or quarantine (including those exiting from hospitals); (2) Individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine; and (3) Individuals who are asymptomatic, but are at “high-risk,” such as people over 65 or who have

certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency NCS as a social distancing measure.

The specific room(s) and number(s) of room(s) subject to this Agreement shall be hired upon execution of one or more Room Agreement Attachment(s) attached hereto as Attachment A.

Term

2. The term of this Master Occupancy Agreement shall commence upon execution of this Agreement, and shall continue until terminated by either party, with at least 30 days written notice.

Termination of Room Tenancy

3. The County may terminate this occupancy agreement at any time by giving 24 hours written notice to the Owner prior to the date when such termination shall become effective. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid based on the actual number of days the County occupies the premises following the effective date of termination.

Rent

4. Rental payments shall be paid by the County, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

THE DAILY ROOM RATE PER HIRED ROOM SHALL BE 85 AND 69/100 DOLLARS (\$85.69) DURING THE TERM OF THIS OCCUPANCY AGREEMENT. THE TOTAL AMOUNT OF THIS CONTRACT AND PAYMENTS MADE UNDER THIS AGREEMENT SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000).

Rent shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing. Payment under this Agreement is contingent upon Owner being current on all applicable tax payments owed to the County.

Owner shall provide a monthly invoice to the County at the address below based on each room occupied, multiplied by the number of days actually occupied in that month, and then multiplied by the daily room rate. Rental shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Owner's invoice shall be submitted to the County not later than the fifth (5th) day of the month. The invoice to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Upon timely 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.

Invoices to County shall be sent to: PO Drawer H, Independence, CA 93526

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Owner: Niral Munshaw - 5525 Rich Hill Way, Yorba Linda, CA 92886

Phone No.: 714-800-9290

Hotel No.:

Email: niral@attunehospitality.com

To the County:
MARILYN MANN
DEPARTMENT OF HHS
163 MAY STREET
BISHOP, CA
93514

Phone No. (760) 873-3305

Email: mmann@inyocounty.us

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
COUNTY AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: _____

and mailed to: Motel 6, 1005 N Main St, Bishop, CA 93514
Vagabond, 1030 N Main St, Bishop, CA 93514
Travelodge, 155 E Elm St, Bishop, CA 93514

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces, upon commencement of the occupancy agreement, shall be unobstructed and completely accessible for County's use and provided at no additional cost.

**Services,
Utilities, and
Supplies**

7. Owner, at Owner's sole cost and expense, during the term of this occupancy agreement shall furnish the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which County shares with other users, if any:

- A. Sewer and water service, including both hot and cold water to the lavatories.
- B. [RESERVED]
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.
- D. Keys or key cards, including access to use the system for the room key cards, for use in the guest rooms and any training associated with the use of the room keys or key cards, if applicable. The keys or key cards will be provided to County upon taking possession of the Premises.
- E. [RESERVED].

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

In recognition of the extraordinary circumstances necessitating this agreement and cooperation with Owner, the County shall provide certain risk control services at no cost to the owner as defined as follows. The County shall provide the County's clients residing in the hotel all housekeeping, linen service, meals, and case management to ensure clients comply with rules of their isolation and to minimize and residual impact to the hotel from the occupancy. The County will also rope off the section of rooms occupied by County clients to remind Owner's employees and other guests to refrain from entering the section. The owner is advised to train

employees and ask their other customers to avoid the roped-off area. Housekeeping staff will maintain a safe distance of at least six feet of the rooms and will not access the interior of the rooms or contact with room occupants. In the event hotel maintenance staff needs access to a room, arrangements must be made with the County contact/liaison to ensure safety protocols and personal protective equipment are in place for the duration of this agreement. The County shall also provide a certified deep cleaning at the conclusion of each County client's stay prior to making the room available to the hotel's other guests. The County shall furthermore offer to recognize the hotel/s in a local publication for Owner's service to the community.

Repair and Maintenance

8. During the term of this occupancy agreement, the County shall maintain the occupied premises in good repair.

Assignment and Subletting

9. The County shall have the ability to assign this occupancy agreement.

Quiet Possession

10. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

Destruction

11. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render any portion of the occupied premises unusable for the purpose intended, Owner provide alternate rooms that are substantially equivalent to those originally contracted for in this Agreement.

County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

Subrogation Waived

12. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

13. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair
Employment
Practices**

14. During the performance of this occupancy agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County agency to implement such article.

Holding Over

15. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

**Surrender of
Possession**

16. Upon termination or expiration of this occupancy agreement, the County will peacefully surrender to the Owner the occupied premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this occupancy agreement.

**Time of
Essence,
Binding upon
Successors**

17. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral
Agreements**

18. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto,

and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

19. Owner understands and agrees to the following:

For the duration of this agreement, the County as lessee shall procure and maintain insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the County's operation and use of the leased premises, subject to the following limits and provisions:

- General liability Insurance, on an occurrence basis, including property damage and bodily injury, with a limit of at least \$1,000,000 (one million) per occurrence. The property owner shall be covered as an additional insured with respect to liability arising out of the County's use and operations of the leased premises.
- Automobile liability insurance for vehicles operated by County employees on official County business, on an occurrence basis, with a limit of \$1,000,000 (one million) per occurrence.
- Workers' compensation insurance for County employees as required by the State of California, with statutory limits.

The County and its employees acting in the course and scope of their employment are insured for tort liability arising out of official County business. All claims against the County based on tort liability should be presented as a government claim to Inyo County Board Clerk, PO Box N, Independence, CA 93526.

Similarly, the Owner shall procure and maintain insurance against claims of injury to persons or damage to property, including general liability, workers' compensation, and property insurance, with limits at least as broad as those above.

Hazardous Substance

20. County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County's obligations and occupancy under this occupancy agreement or which were not caused by the County, Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between County and Owner for all efforts and expenses thereto.

Restoration of Premises

21. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. Exclusive of normal wear and tear, County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

Access

22. Owner shall allow County or its agents to enter the premises as set forth in Attachment A, to stage and prepare the property for tenants, or other parties, or for any other purpose County deems necessary.

Taxes

23. Owner is solely responsible for all tax liabilities, including property taxes.

**Indemnification
/ Hold Harmless**

24. The County agrees to indemnify and hold harmless the Owner to the extent authorized by law and agrees to repair or pay for any damage proximately caused by reason of the County's use of said premises during the term of this agreement, except to the extent that any such damages suffered by Owner are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities.

Owner understands the hazards of the novel coronavirus ("COVID-19") and is familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19 as well as those established by California state and local executive and public health orders. Owner acknowledges and understands that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, state, local and CDC guidelines are regularly modified and updated and Owner accepts full responsibility for familiarizing himself/herself with the most recent updates and relaying those updates to Owner's employees and other third parties who may be impacted by these guidelines.

Owner further understands that its employees, residents, guests and other third parties may be at risk themselves and may expose others and/or contract COVID 19 during the course of their employment, residency or tenancy at the hotel. Notwithstanding the risks associated with COVID-19, which Owner acknowledges, Owner hereby willingly chooses to participate in this Occupancy Agreement. Owner shall make every effort to direct its employees and other guests to avoid the rooms roped-off and occupied by County's clients.

In consideration of the above, Owner acknowledges and fully assumes the risk of illness or death related to COVID-19 arising from its employees and other third parties being on the premises and participating in the Occupancy Agreement and hereby RELEASE, WAIVE and DISCHARGE, County, its officers, agents, employees and volunteers from any liability related to COVID-19 which might occur as a result persons being on the premises and participating in the Occupancy Agreement.

Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County's occupancy of said premises under and during the term of this agreement except to the extent that any such damages or expenses suffered by County are the result of County's sole negligence.

Owner'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 policy of insurance.

Exclusive Use

25. [RESERVED]

**Occupancy of
Premises**

26. Owner and County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the Premises. Owner and County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the Premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from Owner or County within the meaning of California Civil Code section 1940.

Remedies

27. In the event of a breach by the Owner of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

FEDERAL PROVISIONS**Clean Air Act**

28. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

29. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

30. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water
Pollution
Control Act**

31. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

32. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

33. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment
and
Suspension
Clause**

34. This Occupancy Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

35. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

36. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

37. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

38. Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

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


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

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By Niral Munshaw 
Date 04/22/2020

Procurement of Recovered Materials

39. In the performance of this Occupancy Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

40. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

41. The following access to records requirements apply to this Occupancy Agreement:

- i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Occupancy Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Department of Homeland Security Seal, Logo, Flags

42. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

43. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

44. The Federal Government is not a party to this Occupancy Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program
Fraud and
False or
Fraudulent
Statements or
Related Acts**

45. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Occupancy Agreement.

IN WITNESS WHEREOF, this occupancy agreement has been executed by the parties hereto as of the dates written below

COUNTY OF INYO

OWNER

By _____

By Niral Munshaw  _____

Date _____

Date 04/22/2020 _____

Approved

By _____

By _____

Date _____

Date _____

I hereby attest that this MASTER OCCUPANCY AGREEMENT is entered into in accordance with the direction or guidance of the Inyo County Public Health Officer, and in accordance with applicable state and local laws.

By _____

DR. JAMES RICHARDSON
INYO COUNTY PUBLIC HEALTH OFFICER

Date _____



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Rhiannon Baker

SUBJECT: Infectious Disease Prevention and Control Local - Infrastructure Grant Agreement #19-10848 between Inyo County and California Department of Public Health

RECOMMENDED ACTION:

Request Board ratify and approve the grant agreement between the County of Inyo and the California Department of Public Health for the provision of Infectious Disease Prevention and Local Control - Infrastructure Grant funding in an amount not to exceed \$112,644.01 for the period of February 1, 2020 through June 30, 2023, contingent upon the approval of future budgets, and authorize the Chairperson to sign two copies of the Grant Agreement and one copy of the Contractor Certification Clause.

SUMMARY/JUSTIFICATION:

This agreement comes before your Board to be ratified as it was received from the California Department of Public Health on April 13, 2020 and the routing process was initiated upon receipt.

New funding to expand public health infrastructure and improve local ability to respond to infectious disease outbreaks was approved by the California legislature in 2019. This new allocation is provided by the California Department of Public Health allows for the expansion of public health activities to address gaps in core public health functions within the local health jurisdiction. CDPH requests that the focus be on responding to increases in workload associated with high priority, preventable infectious diseases including COVID-19 response; monitor and evaluate disease-specific prevention activities; local capacity to respond and surge for outbreaks; and laboratory and information technology.

For the current grant period, funding is prioritized locally to offset costs associated with staff time, materials, and dissemination of public health information associated with the COVID-19 emergency response. Eventually, a portion of the new funding will be used to support staff training and expansion of public health information and response to other infectious diseases, such as vector borne illnesses (e.g. hantavirus) and HIV.

The term of this grant is February 1, 2020 through June 30, 2023, and provides one-time funding to be distributed in a lump-sum amount of \$112,644.01 in the 2019-2020 fiscal year. These funds are for the prevention and control of infectious disease and funds provided shall not supplant existing services at the local level.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to ratify and approve the Infrastructure Funding Grant Agreement. This is not recommended as Inyo County HHS would not receive funding to implement public health activities to address gaps in core public health functions regarding infectious diseases.

OTHER AGENCY INVOLVEMENT:

Local health agencies.

FINANCING:

This funding will be placed in a new individual trust since it is available for multiple fiscal years and moved into the Health budget (045100) to cover the grant approved expenses.

ATTACHMENTS:

1. Inyo County Grant Agreement
2. Contractor Certification Clause

APPROVALS:

Rhiannon Baker	Created/Initiated - 4/15/2020
Darcy Ellis	Approved - 4/15/2020
Anna Scott	Approved - 4/16/2020
Melissa Best-Baker	Approved - 4/17/2020
Meaghan McCamman	Approved - 4/17/2020
Marilyn Mann	Approved - 4/17/2020
Marshall Rudolph	Approved - 4/17/2020
Amy Shepherd	Approved - 4/17/2020
Marilyn Mann	Final Approval - 4/17/2020

**CALIFORNIA DIVISION OF COMMUNICABLE DISEASE CONTROL
INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL - INFRASTRUCTURE**

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Inyo, hereinafter “Grantee”

**Implementing the project, INFECTIOUS DISEASE PREVENTION AND CONTROL
LOCAL – INFRASTRUCTURE**

**“INFECTIOUS DISEASE PREVENTION AND CONTROL LOCAL – INFRASTRUCTURE”,
hereinafter “Project”**

GRANT AGREEMENT NUMBER 19-10848

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under AB74, Budget Act of 2019, Chapter 23.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to implement public health activities to address gaps in core public health functions within the local health jurisdiction.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$112,644.01

TERM OF GRANT AGREEMENT: The term of the Grant will be February 1, 2020 and terminates on June 30, 2023. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2023.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Inyo
Name: William Misura	Name: Anna Scott
Address: 1616 Capitol Avenue, MS 7300	Address: 207 A South Street
City, Zip: Sacramento, CA 95814	City, Zip: Bishop, CA 93514

Phone: (916) 552-9792	Phone: (760) 873-7868
Fax: (916) 552-8973	Fax: (760) 873-7800
Email: William.Misura@cdph.ca.gov	Email: ascott@inyocounty.us

Direct all inquiries to:

California Department of Public Health Division of Communicable Disease Control	Grantee: County of Inyo
Attention: William Misura	Name: Anna Scott
Address: 1616 Capitol Avenue, MS 7300	Address: 207 A South Street
City, Zip: Sacramento, CA 95814	City, Zip: Bishop, CA 93514
Phone: (916) 552-9792	Phone: (760) 873-7868
Fax: (916) 552-8973	Fax: (760) 873-7800
Email: William.Misura@cdph.ca.gov	Email: ascott@inyocounty.us

All payments from CDPH to the Grantee shall be sent to the following address:

Grantee: County of Inyo
Address: 207 A South Street
City, Zip: Bishop, CA 93514
Phone: (760) 873-7868
Fax: (760) 873-7800
Email: ascott@inyocounty.us

- Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Matt Kingsley
Chair, Inyo County Board of Supervisors
County of Inyo
207 A South Street
Bishop, CA 93514

Date: _____

Jeff Mapes, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Exhibit A
Scope of Work

1. Service Overview

The Grantee will implement public health activities to address gaps in core public health functions within the local health jurisdiction. California Department of Public Health (CDPH) requests that the focus be on responding to increases in workload associated with high priority, preventable infectious diseases to support efforts to make California the healthiest state in the nation by advancing better health, better care, lower costs, and by promoting health equity, and reducing health disparities.

Key strategic targets for infectious diseases prevention and control local infrastructure are: surveillance; monitor and evaluate disease-specific prevention activities; local capacity to respond and surge for outbreaks; and laboratory and information technology.

2. Service Location

The services shall be performed at applicable facilities in the County of Inyo.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Services to be Performed: Core Public Health Functions

OPTION 1: Surveillance:

Activities	Deliverables	Timeline
Expand capacity to assure completeness, accuracy and timeliness of key data variables through review of laboratory and provider reports, surveillance system documentation, and public health follow-up of infectious disease cases.	<ul style="list-style-type: none"> Hire 0.2 FTE Supervising Public Health Nurse by November 1, 2020. Annually submit finalized infectious disease surveillance data to CDPH by the deadline determined by CDPH. 	By 11/1/20 02/01/20 – 06/30/23

OPTION II: Monitoring and Evaluation of Disease-Specific Prevention Activities

Activities	Deliverables	Timeline
HIV Counseling/Testing Training	<ul style="list-style-type: none"> Public Health nursing staff (1) attendance at HIV Counseling/Testing training hosted by Plumas County. 	02/01/20 – 06/30/20

Exhibit A
Scope of Work

Activities	Deliverables	Timeline
	<ul style="list-style-type: none"> Update/revise HIV/STD testing protocols. 	02/01/20 – 06/30/20
Training of staff to enhance Partner Services (elicitation, notification, and referral) in the LHJ.	Public Health Nursing staff (3) will complete the CDC’s Passport to Partner Services Track C curriculum.	07/01/20 – 06/30/21
Boost outreach and education regarding COVID-19, vector borne disease, and HIV/STD testing/counseling.	Provide information to Inyo County residents and visitors utilizing print and online media to provide outreach and education regarding Coronavirus, vector borne disease, and HIV/STD testing and counseling.	07/01/20 – 06/30/21

OPTION III: Local Capacity to Respond and Surge for Outbreaks

Activities	Deliverables	Timeline
Plan and execute a Vector Borne Disease Conference in the Eastern Sierra region of California.	Coordinate with Mono County Public Health Department to plan and co-host event, including bring in experts to educate local stakeholders regarding the threat, impacts, transmission, prevention strategies, surveillance and detection, and treatment of vector borne disease as it relates to the Eastern Sierra region of California.	07/01/20 – 06/30/21
Enhance capabilities for novel coronavirus [COVID-19] preparedness, response, continuity of operations and recovery efforts.	<ul style="list-style-type: none"> Expand staffing capacity by 0.5 FTE to enhance ability to conduct COVID-19 response, testing, treatment/mass vaccination, and/or community mitigation efforts Acquire supplies needed for PUI for Coronavirus case management and response. 	02/01/20 – 12/30/20 02/01/20 – 12/30/20

OPTION IV: Laboratory and Information Technology

Activities	Deliverables	Timeline
<i>Not Applicable</i>		

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For activities in Exhibit A, the Grantee will have the following payment options: a) submit an invoice for a one time lump-sum payment or b) submit invoices quarterly. The Grantee will work with their CDPH program liaison once they have decided which option to follow.
- B. Invoice(s) shall include the Grant Number and shall be submitted in triplicate either in a one-lump sum request or in quarterly invoices to:

LHJDCDC@cdph.ca.gov

California Department of Public Health
Division of Communicable Disease Control
MS 7300
P.O. Box 997377
Sacramento, CA 95899-7377

- C. Invoices shall:

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

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

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

- 1) \$112,644.01 for the budget period of upon execution of final contract through June 30, 2023.

5. Timely Submission of The Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources.

7. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Overview:

The California Department of Public Health (CDPH), Division of Communicable Disease Control (DCDC) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH Infectious Disease Prevention and Control (IDCP) local infrastructure funds.

The California Budget Act of 2019 requires the department to allocate funds to local health jurisdictions (LHJs) and tribal communities for the prevention and control of infectious diseases. The funding allocation methodology was developed in consultation with the County Health Executives Association of California, California Conference of Local Health Officers, community-based organizations, and other stakeholders. As also required by the Budget Act of 2019, the funding formula is based on factors that include disease burden, population impact, and geographical area; and it also allocates the funds in a manner that balances the need to spread funding to as many LHJs as possible and the need to provide meaningful services. These funds are for the prevention and control of infectious disease and funds provided shall not supplant existing services at the local level. The Budget Act of 2019 also requires these funds to be distributed in a lump-sum amount in the 2019-20 fiscal year.

2. Grantee's Responsibilities:

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH DCDC.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH DCDC regarding the granting, use and reimbursement of the DCDC local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention (CDC) intended to highlight successful communicable diseases prevention and response strategies or outline California specific initiatives, policies, and procedures.
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address infectious disease control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to "replace" or "take the place of" existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH dollars for the same purpose.
- D. Abide by the most recent standards of care for screening, treatment, control, and prevention as promulgated by:
 - California Department of Public Health
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>

Exhibit D
Additional Provisions

- Centers for Disease Control and Prevention
<https://www.cdc.gov/std/tg2015/default.htm>
- Advisory Committee for Immunization practices (ACIP)
<https://www.cdc.gov/vaccines/acip/recommendations.html>
- CDPH Quick sheets for LHDs (look up particular disease, then find Quick sheet under “Disease Investigation”). <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/disease.aspx>
- Vaccine preventable diseases: <https://www.cdph.ca.gov/programs/CID/DCDC/CDPH%20Document%20Library/Immunization/ReportingGuidanceforLHJs.pdf>
- Essential Components of a Tuberculosis Prevention and Control Program Recommendations of the Advisory Council for the Elimination of Tuberculosis
<https://www.cdc.gov/MMWR/PDF/rr/rr4411.pdf>
- Official American Thoracic Society/Centers for Disease Control and Prevention/Infectious Diseases Society of America Clinical Practice Guidelines: Treatment of Drug-Susceptible Tuberculosis
https://www.cdc.gov/tb/publications/guidelines/pdf/clin-infect-dis-2016-nahid-cid_ciw376.pdf
- Guidelines for the Investigation of Contacts of Persons with Infectious Tuberculosis: Recommendations from the National Tuberculosis Controllers Association and CDC
<https://www.cdc.gov/mmwr/preview/mmwrhtml/rr541a.htm>

E. Submit information and reports as requested by the CDPH DCDC.

3. Reporting Requirements:

- A. **Case Reports:** All Grantees shall comply with morbidity reporting requirements for reportable diseases and conditions as indicated in the Title 17 California Code of Regulations sections 2500-2505, 2641.5-2643.20, and 2800-2812.
<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees will close out all cases of communicable diseases and enter final case information in the California Reportable Disease Information Exchange (CalREDIE) or in an electronic format approved by CDPH, by the close out deadline requested by CDPH. This will enable timely reporting to the CDC as well as timely completion of CDPH reports on communicable disease incidence.

Unless an alternative data submission mode has been approved by CDPH, all Grantees, must enter case report data directly into CalREDIE. Data must be entered into the appropriate tabs and forms in CalREDIE. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), will not be accepted in place of data entry. Grantees not entering data into CalREDIE must provide an electronic dataset in a format approved by CDPH. The CDPH CalREDIE website has

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extensive resources to assist LHJs with CalREDIE including frequently asked questions, manuals/guidelines, and forms/instructions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/CalREDIE-HELP.aspx> For additional CalREDIE help, please email CalREDIEHelp@cdph.ca.gov.

Work Plan and Evaluation:

LHJs will submit a draft work plan for the period of January 1, 2020 through June 30, 2023. The work plan will outline performance indicators specific to the areas identified in the scope of work. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first six months of the project period.

C. Data Security and Confidentiality:

Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to confidential public health records and data.

D. Outbreak Reporting:

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH.

E. Performance Progress Reporting:

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by this cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to LHJDCDC@cdph.ca.gov.

Progress reports should include measures proposed by the Grantee, depending on the activities selected for the work plan. In addition, all grantees shall report the following on an annual basis:

- Number and classification of staff hired under this contract
- Data on incident/outbreak response:
 - Number of infectious disease control activities that were identified, by type (e.g., respiratory, food-borne, etc)
 - Number of infectious disease control activities by type
 - Number of infectious disease control activities supported by resources funded by this funding stream

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An infectious disease control activity is defined as one of the following:

- An outbreak that meets a standard local health department, CDPH or CDC definition.
- A response to an outbreak that exists in another jurisdiction, but has not yet impacted the responding jurisdiction. For example: implementing expanded hepatitis A vaccination to prevent an outbreak from spreading to the responding jurisdiction.
- An investigation of a significant disease exposure with the potential to become an outbreak. For example: contact investigation of a large scale exposure to a single case of tuberculosis or measles (e.g., in a school).
- A response to an infectious disease threat with the potential to become an outbreak, including a cluster of cases. For example, monitoring persons exposed to Ebola virus or investigating a cluster of cases of food-borne illness identified by Pulsed-Field Gel Electrophoresis or Whole Genome Sequencing.

4. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses

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incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

5. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:

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- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

6. Dispute Resolution Process

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

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- his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
 - C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
 - D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
 - E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

- a) Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 28, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of April 21, 2020.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 4/22/2020
Final Approval - 4/22/2020

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

BAKERSFIELD DISTRICT OFFICE
4800 STOCKDALE HWY, STE 213
BAKERSFIELD, CA 93309
(661) 395-2731



March 26, 2020

Inyo County Parks and Recreation
163 May St.
Bishop, CA 93514

To whom it may concern:

An application has been made for a license to sell alcoholic beverages near Mendenhall Park:

COPPER TOP BBQ, LLC

Applicant(s) Name(s)

COPPER TOP BBQ

Doing Business As

442 N. MAIN STREET, BIG PINE, CA 93513

Premises Address

Type of Business:

Restaurant

Mini Mart

Other:

Bar/Tavern

Liquor Store

Deli

Gas Station

Entertainment:

Yes

No

Recorded Music

Proposed hours of alcoholic beverage sales/service:

11:00 a.m. to 7:00 p.m.

(Hours and entertainment are decided by the business owner and may change.)

Type(s) of alcoholic beverages to be sold:

Beer

Wine

Beer & Wine

All Types

(Beer, Wine and Distilled Spirits)

If you have any questions or require additional information concerning the issuance of the license, please contact me at (661)395-2737.

Sincerely,

Sally Ruiz
Licensing Representative