

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

August 20, 2019 - 8:30 AM

1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – Los Angeles Department of Water and Power v. Inyo County et al (Kern Superior Court Case No. BCV-18-101513-KCT (CEQA)).
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – Inyo County v. Wilder Barton Inc. (Inyo County Superior Court Case No. SICV-CV-1964071)
4. **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 (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

5. **PLEDGE OF ALLEGIANCE**
6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

9. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Alexandra Barbella, Project Coordinator, Agricultural Commissioner's Office; James E. Truhls, Gate Attendant, Recycling & Waste Management; and Fernando Gutierrez Crespo, Correctional Officer, Sheriff's Office.

DEPARTMENTAL - PERSONNEL ACTIONS

10. **Health & Human Services** - Request Board:
- A) Approve the Program Integrity and Quality Assurance Manager job description;
 - B) Change the Authorized Strength in Health and Human Services by:
 - 1. Deleting one (1) Management Analyst at Range 80 (\$5,900 - \$7,176)
 - 2. Adding one (1) Program Integrity and Quality Assurance Manager at Range 80 (\$5,900 - \$7,176); and
 - C) Find that, consistent with the adopted Authorized Position Review Policy:
 - 1. The availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller;
 - 2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply;
 - 3. Approve the hiring of one (1) Program Integrity and Quality Assurance Manager at Range 80 (\$5,900 - \$7,176); and
 - 4. If an internal candidate is hired into the Program Integrity and Quality Assurance Manager position, authorize HHS to backfill the resulting vacancy.
11. **Public Works** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I/II/III exists in the Building & Maintenance Budget (011100) and Road Budget (034600), as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I/II/III at Range 55 (\$3,277 - \$3,985), Range 59 (\$3,597 - \$4,371), or Range 63 (\$3,944 - \$4,799) depending on qualifications.
12. **Water Department** - Request Board: A) approve the modified job description for the Senior Scientist; and B) change the Authorized Strength in the Water Department by reclassifying one Associate Scientist, Range 76 (\$5,369-6,528) to Senior Scientist, Range 82 (\$6,198 -\$7,526) and one Scientist, Range 80 (\$5,900-\$7,176) to Senior Scientist, Range 82 (\$6,198 -\$7,526).

CONSENT AGENDA (Approval recommended by the County Administrator)

13. **Child Support Services** - Request Board amend Board Minutes and Board Order from October 2, 2018, correcting a clerical mistake.
14. **Health & Human Services** - Request that your Board approve the Data Privacy and Security Agreement (PSA) between the California Department of Social Services (CDSS) and the Inyo County Department of Health and Human Services (HHS) for the period of September 1, 2019 – September 1, 2022 and authorize the Director of HHS to sign and submit as instructed.

15. **Public Works - Road Dept.** - Request Board: A) declare Bowman Asphalt of Bakersfield, CA the successful bidder for 2,000 Tons of Plant (Cold) Mix Asphalt per Bid No. 2019-10; and B) authorize the purchase of 2,000 tons of cold mix asphalt from Bowman Asphalt of Bakersfield, CA in an amount not to exceed \$264,907.50.
16. **Public Works - Road Dept.** - Request Board: A) declare Bowman Asphalt of Bakersfield, CA the successful bidder for 2,000 Tons of Plant (Cold) Mix Asphalt per Bid No. 2019-11; and B) authorize the purchase of 2,000 Tons of cold mix asphalt from Bowman Asphalt of Bakersfield, CA in an amount not to exceed \$234,877.50.
17. **Public Works - Road Dept.** - Request Board: A) declare Bowman Asphalt of Bakersfield, CA the successful bidder for 1,000 Tons of Plant (Cold) Mix Asphalt per Bid No. 2019-12; and B) authorize the purchase of 1,000 tons of cold mix asphalt from Bowman Asphalt of Bakersfield, CA in an amount not to exceed \$120,656.25.
18. **Public Works** - Request Board approve Amendment No. 1 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$453,288.81 and adding a job classification to the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

19. **Water Department** - Request Board consider the Letter of Interest received for appointment to the Water Commission and appoint one Water Commissioner with a term ending December 31, 2022.
20. **Health & Human Services - Health/Prevention** - Request Board ratify and approve Agreement No. 19-96163 between County of Inyo Health and Human Services and the California Department of Health Care Services, Medi-Cal Inmate Program (MCIP) in an amount not to exceed \$100,089.29 for the period of July 1, 2019 to June 30, 2020, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget, and authorize the HHS Director to sign.
21. **Health & Human Services** - Request your Board ratify and approve the contract between the County of Inyo and the Kings View Corporation for tele-psychiatry services in a total amount not to exceed \$25,000 for the period of July 1, 2019 to June 30, 2020 and authorize the HHS Deputy Director of Behavioral Health to sign the contract and the Privacy Officer to sign the HIPAA Business Association Agreement, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.
22. **Health & Human Services** - Request Board ratify and 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 the amount not to exceed \$22,000 for the period of July 1, 2019 to June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.
23. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of August 13, 2019.

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

24. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

ADJOURN



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Marilyn Mann

RE: Request to approve the Program Improvement and Quality Assurance (PIQA) Manager job description; change the HHS authorized strength by deleting one Management Analyst (Range 80) and adding one Program Improvement and Quality Assurance Manager (Range 80); authorize the hiring of one Program Improvement and Quality Assurance Manager position; and authorize the hiring of any subsequent vacancy.

RECOMMENDED ACTION:

Request Board:

- A) Approve the Program Integrity and Quality Assurance Manager job description;
- B) Change the Authorized Strength in Health and Human Services by:
 - 1. Deleting one (1) Management Analyst at Range 80 (\$5,900 - \$7,176)
 - 2. Adding one (1) Program Integrity and Quality Assurance Manager at Range 80 (\$5,900 - \$7,176); and
- C) Find that, consistent with the adopted Authorized Position Review Policy:
 - 1. The availability of funding for the requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller;
 - 2. Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply;
 - 3. Approve the hiring of one (1) Program Integrity and Quality Assurance Manager at Range 80 (\$5,900 - \$7,176); and
 - 4. If an internal candidate is hired into the Program Integrity and Quality Assurance Manager position, authorize HHS to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

A Management Analyst position in Health and Human Services (HHS) that oversees program integrity, quality assurance, and quality improvement activities, recently became vacant. The position oversees a team of administrative analysts housed in our administration offices who provide a wide range of supports to HHS programs, including but not limited to continuous quality improvement, program monitoring, strategic planning, program and system assessment and planning, outcome development and analysis, and program evaluation. Additionally, this division ensures compliance with mandates such as American's with Disabilities Act (ADA), Privacy and Security, Health Insurance Portability and Accountability Act (HIPAA), and the Civil Rights Act.

The position was established within the Management Analyst series. This series is used for multiple County-wide

areas of focus including fiscal and budgeting analysis, personnel and staff development, and program analysis. The use of a single title and job description to capture the wide range of duties, skills, and abilities required to perform within the context of multiple functions has proved difficult in recruiting and attracting the types of skillsets needed for the position in HHS.

The attached proposed job description was developed in consultation with Personnel to more accurately capture the duties, skills, and knowledge needed in this position. The department is respectfully requesting that your Board approve the job description for the PIQA Manager, change the Department's authorized strength by deleting one Management Analyst and adding one PIQA Manager, and authorize the department to recruit and hire a PIQA Manager, as well as backfill any resulting vacancy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize HSS to make the recommended changes to authorized strength and could choose, instead to either not fill the vacant position or authorize it to be filled as a Management Analyst.

OTHER AGENCY INVOLVEMENT:

California Department of Social Services (CDSS); California Department of Public Health (CDPH); California Department of Health Care Services (DHCS); Risk Management; Probation; Community Corrections Partnership (CCP)

FINANCING:

State, Federal, and Behavioral and Social Services Realignment funds. This position is currently budgeted 15% in Health (045100), 40% in the Social Services Budget (055800), 5% in Tobacco (640317) and 40% in the Mental Health Budget (045200) in the Salary and Benefits object category. No County General Funds.

ATTACHMENTS:

1. Program Integrity and Quality Assurance (PIQA) Manager Job Description



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN OPEN RECRUITMENT FOR:

Program Integrity and Quality Assurance (PIQA) Manager

DEPARTMENT:

LOCATION: Countywide

SALARY: PIQA Manager: Range 80 \$5450 \$5726 \$6016 \$6314 \$6628**

** (The above monthly salary will be paid over 26 pay periods annually.)

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; New CalPERS members (2% at 62) will be required to pay at least 50% of normal cost (6.5%). Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: The PIQA Manager class is responsible for tracking outcomes and overseeing quality improvement processes across programmatic divisions to create a comprehensive cross system analysis and dashboard for the department. This class leads a team of Administrative Analysts to provide analytical support and guidance to program leads and/or staff to determine the functionality of their organizational structures and to provide necessary and appropriate coordination among key participants for the long range planning and development of organizational strategies. A PIQA Manager designs and conducts extensive management studies where the confines of the studies may be exceedingly broad and the actual limits of the project are developed as the study proceeds.

TYPICAL DUTIES for the Current Vacancy: Duties may include, but are not limited to:

- Strategize, implement, and maintain multi-faceted and multi-disciplinary Quality Improvement/ Quality Assurance activities in an autonomous and independent manner.
- Per federal and state requirements, oversees Quality Assurance and Quality Improvement activities in various HHS programs, including case reviews, home visits, state reporting, program integrity, anti-fraud activities, and compilation of outcomes and evaluation data.
- Preparation of System Improvement Plans, strategic plans, and Performance Improvement Projects involving multiple professional stakeholders, with knowledge of best practices and evidence-based research and effective outcomes.
- Ensures compliance with various federal and state requirements, including but not limited to Civil Rights, Americans with Disabilities (ADA), Health Insurance Portability and Accountability Act (HIPPA), and Medi-Cal compliance regarding fraud, waste and abuse, including internal and external program compliance monitoring as required.
- Plans, organizes, manages, and/or oversees analyst team and determines training and development needs of team, as well as providing support department wide to determine training and development needs as directed
- Creates procedural efficiencies based on assessment and analysis of workflows in various programs and provides feedback to employees. Ensures regular and consistent QA/QI team presence within each division to support implementation of recommended workflow changes and data tracking systems, as well as to conduct internal monitoring of program systems as needed.
- Supervises staff or directly engages in professional analytical and technical work in the development and management of grants and contracts, monitors and reconciles grants and contracts, management of department level procurement, and/or coordination of personnel functions as needed.
- Oversees development of new data tracking projects (i.e., Community Corrections Partnership), ensuring data collection from multiple electronic and paper systems, analyzing data to determine program impact as directed.

- Monitors, researches, reviews, and analyzes existing and new legislation and examines its effect on the County's operations; responds to requests for information from within the County as well as from federal, state, and local agencies and makes recommendations as well as provides alternatives to said agencies with legislative guidelines and requirements.
- Conducts annual satisfaction surveys both with customers and with employees, and synthesizes information for policy review and recommendations.
- Conducts exit interviews and quarterly stay interviews as defined by the Department, synthesizes information and makes recommendations to Department Head and Division leads for workplace improvements.
- Attends and participates in various board, commission and committee meetings as assigned and as a liaison from the department and represents the department as necessary to ensure the highest level of professional standards are applied to service delivery within the department, and responds to the more sensitive and difficult complaints and requests for information.
- Prepares agreements, contracts, correspondence, reports, charts, graphs and presentations; responds to questionnaires and surveys; establishes and maintains documentation and records as appropriate.
- Participates in and facilitates the design, development and implementation of countywide programs, systems, software, procedures, forms, and projects at the department/division level; coordinates meetings and project activities; assists departments/divisions in identifying goals, objectives, activities and outcomes.
- Builds and maintains positive working relationships with co-workers, County management and staff, special interest groups, and the general public utilizing principles of effective customer service.
- Assists in the management of the department by evaluating existing and proposed organization, policies and procedures; consulting with and advising department personnel; making recommendations and directing, reviewing, and evaluating the implementation of changes.
- Acts as a hearing officer and grievance officer to hear customer complaints, and reviews Departmental program actions with customers. Ensures compliance with administrative hearing guidelines as defined by Department or prescribed by regulation.
- Participates in orientation of new HHS employees.
- Some travel may be required.
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of public and business administration and leadership.
- Principles of personnel, budget and program management.
- Governmental functions and organization.
- Principles and methods of supervision and management, including work planning, analysis, and organization; selection and evaluation of employees; and training.
- HHS Departmental program goals, requirements, and operations.
- Effective strategies for collecting information from multiple internal and external stakeholders.
- County-supported software, including Word, Excel and Power Point
- Some bodies of research around HHS programs, outcomes and effective service models.
- Data analysis and statistical representation techniques

Ability to:

- Lead others through visioning, enabling others to act, and modeling the way. Select, train, supervise, and evaluate direct reports.
- Plan, organize, assign, and review the work of staff, effectively counseling and taking appropriate disciplinary actions as necessary.
- Analyze current trends, legislation, operating issues, data, and complex organizational, administrative and technical problems; develop and evaluate alternatives; and formulate and implement effective solutions in coordination with program teams.
- Consult with and advise managers and supervisors on a wide variety of matters.
- Understand, interpret, and apply laws, rules, and regulations as they relate to various areas of responsibility.
- Effectively and succinctly communicate orally and in writing, using appropriate grammar, professional tone and format, including use of charts, graphs and other visual aids to convey ideas.
- Drive alone and/or with others throughout California.

MINIMUM QUALIFICATIONS (EDUCATION AND/OR EXPERIENCE)

PIQA MANAGER (Supervisory Experience Desired):

PATH I: Two (2) years of experience in a county system performing duties comparable to the Administrative Analyst class **AND** A Bachelor's Degree majoring in Public Administration or Business Administration from an accredited college or university.

OR

PATH II: Three (3) years of experience performing a broad range of professional, analytical and/or administrative duties in the areas of general administration, personnel, fiscal, staff development, or program analysis work **AND** A Bachelor's Degree majoring in Public Administration or Business Administration from an accredited college or university.

OR

PATH III: Five (5) years of experience performing a broad range of professional, analytical and/or administrative duties in the areas of general administration, personnel, fiscal, staff development, or program analysis work **AND** a Bachelor's Degree from an accredited college or university.

Note: Additional years of the required experience can substitute for up to two years of the required education on a year-for-year basis.

Special requirements: Must possess a valid operator's license issued by the California Department of Motor Vehicles. Must successfully complete a pre-employment background investigation.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, computer skills exercise, and oral examination.

APPLICATION: Applications will be accepted until **5:00 p.m., October 1, 2013** (postmarks not accepted). Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached"**. Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case- basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Shoshone, and Tecopa). Positions are assigned to a work site based upon the needs of the County. The Department Head and/or County Administration, on a case-by-case basis, may temporarily or permanently reassign positions to another work site as deemed necessary.



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 20, 2019

FROM:

RE: Authorize the hiring of one Office Technician I/II/III

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I/II/III exists in the Building & Maintenance Budget (011100) and Road Budget (034600), as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I/II/III at Range 55 (\$3,277 - \$3,985), Range 59 (\$3,597 - \$4,371), or Range 63 (\$3,944 - \$4,799) depending on qualifications.

SUMMARY/JUSTIFICATION:

Public Works Department would like to hire one (1) Office Technician I/II/III. This position is critical to the department operations and processes our internal operational billings for Road Department and Building & Maintenance. This position is 14% funded in general fund budgets and 86% in non-general fund budgets and is part of our authorized strength in the FY 2019/2020 budget.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the hiring of one (1) Office Technician I/II/III. This is not recommended as it will have direct impacts on service delivery to the community and countywide departments.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor

FINANCING:

This position is budgeted to be spread to Building & Maintenance 14% in (011100) Budget and 86% Road in (034600) Budget in the Salaries and Benefits Object Codes.

ATTACHMENTS:



County of Inyo



Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 20, 2019

FROM:

RE:

Requested Change in Authorized Strength

RECOMMENDED ACTION:

Request Board: A) approve the modified job description for the Senior Scientist; and B) change the Authorized Strength in the Water Department by reclassifying one Associate Scientist, Range 76 (\$5,369-6,528) to Senior Scientist, Range 82 (\$6,198 -\$7,526) and one Scientist, Range 80 (\$5,900-\$7,176) to Senior Scientist, Range 82 (\$6,198 -\$7,526).

SUMMARY/JUSTIFICATION:

The science positions in the Water Department were consolidated into a single “scientist” career ladder in 2009. The ladder consists of three positions, Associate Scientist (76), Scientist (80), and Senior Scientist (82). In March 2019, the Board approved adjustments to the Associate Scientist and Scientist job descriptions to revise the qualifications and broaden the educational and employment requirements. Specifically, minimum qualifications for the Scientist position were revised to align with the educational and work experience qualifications for the Associate Scientist and Senior Scientist positions in the ladder. Following the adjustment, the three positions generally correspond with educational level (e.g. B.A/S, M.S., Ph.D.) with work experience allowed to substitute for advanced degrees for the higher classifications. The Sr. Scientist job description, however, does not recognize requirements for professional registration required for practicing geologists or hydrogeologists nor elaborate on the specific additional supervisory and management duties required of Sr. Scientists in the Water Department.

The scientists within the Water Department perform many of the key duties necessary to fulfill our monitoring and management responsibilities to implement Inyo County Water Policy, the Inyo-Los Angeles Long Term Water Agreement, and the Inyo County Groundwater Ordinance. Many of the activities and analyses prepared by the Water Department hydrologist fall under the State Code regulating the practice of geology and geophysics in California (Title 16, Div. 29 §§ 3000-3067) similar to requirements for practicing engineers that have been established to protect the public. The licensing process for Professional Geologist and Professional Engineer are similar, and both are overseen by the Board of Professional Engineers, Land Surveyors and Geologists. Professional licensure requires minimum educational qualifications, work experience, and technical proficiency, and establishes standards for professional conduct and responsibilities.

Inyo County Personnel Rules and Regulations (Section 4.4) permit reclassification when an employee within the Engineering series obtains their valid California registration. In May 2019, Keith Rainville, Associate Scientist

specializing in hydrology for the Water Department, obtained a California Professional Geologist (PG) license. Mr. Rainville has worked as a hydrologist in the Water Department for more than 3 years under the supervision of a licensed geologist previously employed by the Department (Dr. Harrington) and has demonstrated the capacity to successfully perform the required skills and responsibilities of a Professional Geologist for the County. His educational and work experience meet the minimum qualifications for a Senior Scientist (82).

Mr. Zach Nelson will assume several new responsibilities in the Department requiring specialized database management, geographical information systems (GIS), and remote sensing expertise and also will assume additional duties to coordinate and supervise permanent and field staff. These additional duties were performed previously by an Associate Scientist position that was not filled following a recent retirement and by the Science Coordinator position which was recently removed from the Water Department authorized strength. His educational and work experience meet the minimum qualifications for a Sr. Scientist and the additional duties are consistent with the responsibilities of that position.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the revised Sr. Scientist job description and requested reclassifications; however; this is not recommended due to the need for a Professional Geologist within the Water Department, the need to assign certain duties previously performed by the Science Coordinator and an Associate Scientist, and the current challenges placed on the Department including the requirements of the Water Agreement as well as the California Sustainable Groundwater Management Act.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

There is sufficient revenue to in the Water Projects Fund to support the requested reclassification.

ATTACHMENTS:

1. Senior-Scientist-Assoc general job description - modified

**ASSOCIATE SCIENTIST, SCIENTIST, OR SENIOR SCIENTIST –
WATER**

DEPARTMENT: Water
LOCATION: Countywide
SALARY: **Associate** - Range 076- \$5264 \$5525 \$5808 \$6097 \$6400**
 Scientist - Range 080- \$5784 \$6077 \$6384 \$6700 \$7035**
 Senior - Range 082- \$6076 \$6373 \$6695 \$7030 \$7378**

****BENEFITS:** CalPERS Retirement System: Existing (“Classic”) CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; New CalPERS members (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

ESSENTIAL JOB DUTIES: Direct research and monitoring activities related to scientific specialty; develop and lead interdisciplinary research projects to improve monitoring and management of projects to protect or enhance the environment; coordinate with senior scientific and management staff to determine and implement Owens Valley management goals and strategies; collect and analyze field and laboratory data; prepare written and oral technical reports; supervise and train department field staff; prepare staffing and budgets for activities and studies related to scientific specialty; participate in department program development; obtain funding for projects; manage grants and contracts related to monitoring and research; assist in preparation and management of departmental budgets; and represent the department before the Board of Supervisors, the Water Commission, the Standing Committee, the Technical Group, other governmental governing bodies and organizations, private organizations and the public.

In addition to the duties above, the Senior Scientist assumes greater responsibility for supervision of staff and development and management of departmental budgets, work plans, and grants. The additional duties include assisting the Water Director: 1) identify and define the scientific priorities of the department consistent with the department’s mission; 2) coordinate work of technical staff and consultants to ensure that the department’s priorities are achieved; 3) evaluate need for scientific consultants and oversees management, or manages, work performed by such consultants or contractors; and 4) prepare of departmental budget related to scientific and monitoring activities and 5) prepare evaluations of scientific and technical staff as assigned by the Water Director.

EMPLOYMENT STANDARDS:

Water Department Scientists may specialize in plant or wildlife ecology, hydrology, soil science, or related environmental fields.

Education/Employment:

Associate Scientist – A Bachelor’s degree or higher in plant or wildlife ecology, environmental environmental restoration, hydrology, water resources, soil science, or related environmental or earth science field.

Scientist – A Master’s degree or higher in plant or wildlife ecology, environmental restoration, hydrology, water resources, soil science, or related environmental or earth science field, or a Bachelor’s degree with three years’ experience in specialty field or equivalent post-graduate study.

Senior Scientist – A Ph.D. degree in plant or wildlife ecology, environmental restoration, hydrology, water resources, soil science or related environmental or earth science field or a Master’s degree with three years’ experience in specialty field or equivalent post-graduate study beyond Master’s level. Knowledge of water issues and related environmental issues in Inyo County is desirable. A professional registration as a hydrogeologist or geologist recognized by the California Board of Professional Engineers, Land Surveyors and Geologists is required for Sr. Scientists in that discipline and can substitute for a Master’s degree.

Knowledge of:

Ecology. Scientific research principles, methods, and procedures; concepts of botany, plant or wildlife ecology, environmental restoration or revegetation and related aspects of soils science and hydrology; multivariate statistics; vegetation mapping and sampling techniques; state and federal protocols relating to rare and endangered plants and wetlands; management of invasive species; Owens Valley flora, vegetation, geography, ecology and water issues; current vegetation, ecology and related literature; computer literacy; geographic information systems; principles and practices of supervision and project management..

Hydrology. Scientific research principles, methods and procedures; analytical and numerical methods for evaluating hydrologic flows; geochemical processes and water quality standards; principles of ecohydrology and vegetation-groundwater interaction; local geology, hydrogeology and hydrology; California water laws and regulations and relevant ordinances and agreements; computer literacy; geographic information systems, groundwater modeling programs, data base software, computer programming languages, statistical analysis and graphical presentation of data; principles and practices of supervision and project management.

Soil Science. Scientific research principles, methods and procedures; principles of soil physics and chemistry; methods of soil water measurement; and soil taxonomy; soil/groundwater/vegetation water relations; computer literacy; geographic information systems, data base software; principles and practices of supervision and project management.

Ability to: Develop, administer, and lead research projects and/or monitoring programs with other Department staff; prepare research reports and proposals; communicate effectively both orally and in writing; statistically analyze data; use field and laboratory equipment; operate computer equipment and software for data management and word processing; coordinate activities with other department staff; work independently as well as with other people; work outdoors in extreme weather conditions; obtain and administer grants; develop and manage budgets, consultant contracts, and grant contracts. Work outdoors, often in extremely adverse conditions; stand, walk, kneel, crouch, stoop, squat, twist, climb, and lift up to 50 pounds; walk up to five miles per day in the course of work; work cooperatively with and supervise other people; travel throughout Inyo County and possibly outside Inyo County in performance of duties.

Special Requirements: Must successfully complete a pre-employment background investigation and physical examination. Must possess or obtain by appointment date a valid California vehicle operator's license.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, computer skills exercise, and oral examination.

APPLICATION: This recruitment will remain open until position has been filled. Applications

must be received in the Personnel Office, P.O. Box 249, Independence, CA 93526. Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like “See/Refer to Resume” or “See Attached”.** Incomplete applications will not be processed.

The County of Inyo has work sites located throughout the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone). Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head and/or County Administration.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.



County of Inyo



Child Support Services

CONSENT - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Susanne Rizo

RE: Amendment of the October 2, 2018 Board Minutes and Board Order regarding Lease Agreement between the County of Inyo and Mammoth Mall Owners LLC.

RECOMMENDED ACTION:

Request Board amend Board Minutes and Board Order from October 2, 2018, correcting a clerical mistake.

SUMMARY/JUSTIFICATION:

On October 2, 2018, your Board approved a Lease Agreement between the County of Inyo and Mammoth Mall Owners LLC, for the real property described as 126 Old Mammoth Rd., Suite 202, Mammoth Lakes, CA 93546. The Agreement provides for an initial term of three years commencing October 1, 2018 to September 30, 2021, with two one-year options to extend the lease with an annual allowable increase of three (3%) percent per option year.

Recently, it was identified that the Board Minutes and Order and supporting Agenda Request Form presented to your Board contained a typo stating that the contract included a (2%) percent increase for each option exercised. It is requested your Board amend the Board Minutes and Order from October 2, 2018, to reflect the terms of the contract.

Because the Agreement entered into by your Board prevails by law, a correction of the Board Minutes and Order is perfunctory but will clarify records regarding your Board's action.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not amend the Order; however, this correction will clarify records for auditing purposes.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The funding for this item will be provided through the Child Support Agency Budget 022501, object code 5291,

and is provided for in the Board approved 2019-2020 budgets.

ATTACHMENTS:

1. 20181002CSS- MammothLeaseRatification

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 2nd day of October 2018 an order was duly made and entered as follows:

*Child Support
Services –
Mammoth Lease
Ratification*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to: A) ratify and approve the Lease Agreement between the County of Inyo and Mammoth Mall Owners LLC for the real property described as 126 Old Mammoth Road, Mammoth Lakes, CA, 93546, Suite 202, for an initial period of three years, with two one-year options to extend, in an initial amount of \$962.85 per month and \$75 per month for parking for the period of October 1, 2018 through September 30, 2021, with a maximum allowed increase of 2 percent each year, contingent upon the Board's adoption of future budgets; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously. *(The agenda included a typo that incorrectly had the term at October 1, 2018 through September 30, 2019.)*

WITNESS my hand and the seal of said Board this 2nd
Day of October, 2018



CLINT G. QUILTER
Acting Clerk of the Board of Supervisors

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

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Child Support DATE: October 2, 2018



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: October 2, 2018

SUBJECT: Approve and ratify Lease Agreement between the County of Inyo and Mammoth Mall Owners LLC.

DEPARTMENTAL RECOMMENDATION:

Request Board approval and ratification of the Lease Agreement between the County of Inyo and Mammoth Mall Owners LLC, for the real property described as 126 Old Mammoth Road, Mammoth Lakes, CA 93546, Suite 202, for an initial period of three years, with two one-year options in an initial amount of nine hundred sixty two dollars and eighty five (\$962.85) per month and seventy five dollars per month for parking for the period of October 1, 2018 to September 30, 2021, with a maximum allowed increase of two percent each year, contingent upon obtaining signatures, authorize the chairperson to sign, and contingent upon future budget approval.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This lease provides office space for the Mono County branch of the Eastern Sierra Department of Child Support Services. The lease Agreement provides for an initial term of three years commencing October 1, 2018 to September 30, 2021, with two one-year options.

The Mono Branch serves roughly 280 cases and is open two days a week and by appointment. Currently, the office serves an average of twenty-four (24) people a month in-person.

ALTERNATIVES:

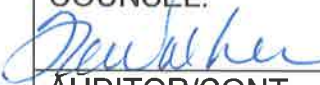


The alternative would be to find another location. This is not recommended as we have been at this location since 2013.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING: The funding for this item will be provided through the Child Support Agency Budget 022501, object code 5291, and funding for this position is provided for in the Board approved 2018-2019 budgets.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) 9/11/18
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) 9/13/2018
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) 9/18/18

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 _____ Date: 9/10/18

**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND**

Mammoth Mall Owners, LLC

THIS LEASE AGREEMENT, made and entered into this first day of October 2018, by and between Mammoth Mall Owners, LLC, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Mike Errante, whose title is: Acting Public Works Director, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by Mammoth Mall Owners, LLC.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as 126 Old Mammoth Road, Mammoth Lakes, CA 93546, STE 202 APN 035-230-10-000000 and 035-230-11-000000

Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located in covered parking area (one (1) space costing \$75.00 more per month). And other ground parking in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for three years commencing on October 1, 2018 and terminating on September 30, 2021. In addition, County shall have two options to extend the Lease for additional one-year periods as follows:

- a. From October 1, 2021 through September 30, 2022
- b. From October 1, 2022 through September 30, 2023

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE. EARLY TERMINATION.

This Lease, and any option to renew the Lease that is exercised, may be terminated by County at its sole discretion by first giving to Lessor no less than ninety (90) day written notice.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of Nine- hundred sixty two dollars and eightv-five cents Dollars (\$ 962.85) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of three percent (3 %) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six. (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for administering the Mono County Child Support Program. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval, which shall not be unreasonably withheld. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: N/A. County shall provide and pay for the following utilities: _____

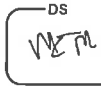
SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

Mammoth Mall Owners, LLC shall furnish at trash removal only at their sole expense janitorial and trash removal services which may be required on the leased premises, not less than N/A weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

DS


~~County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.~~

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or

reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Upon 24 hours advance notice to Lessee, Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed. Lessee will be present during any inspection or examination. Access by Lessor to areas where confidential data is being used or stored will be provided by escort by authorized Lessee staff. In the event of an emergency, Lessor may enter the leased premises in order to take necessary action to address the emergency and shall provide immediate notice to Lessee of the nature of the emergency warranting the need to access the property.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY

Mike Errante, Inyo County Acting Public Works
Director
P.O. Drawer Q
Independence, CA 93526

Department
Address
City and State



LESSOR

Mammoth Mall Owners, LLC
18301 Von Karman Ave., Suite 250
Irvine, CA 92612

Name
Address
City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete,

and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-ONE. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-TWO. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: Common Area Maintenance fees are included in the base rent as of October 1, 2018. Lessor and Lessee agree to pay any changes to this as provided in future extensions, if any.

SECTION THIRTY-THREE. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FOUR. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-FIVE. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

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**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
Mammoth Mall Owners, LLC**

Initial Term of Lease:
October 1, 2018 through September 30, 2021

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of
9/7/2018 12:15:15 PM PDT

LESSEE

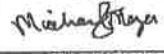
County of Inyo

By: 
Chairperson, Board of Supervisors

Date: 10-2-18

LESSOR

Michael Meyer
authorized signatory

By: 
DocuSign (Please Type or Print Name)
616D7B41E2F8458
(Signature)

Date: 9/7/2018 12:15:15 PM PDT

Approved as to form and content:


County's Lease Administrator

Approved as to form and legality:


County Counsel

Approved as to accounting form and content:


County Auditor

Approved as to insurance and risk management:


County Risk Manager



County of Inyo



Health & Human Services

CONSENT - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Rhiannon Baker

RE: Approval of 2019 Medi-Cal Privacy and Security Agreement

RECOMMENDED ACTION:

Request that your Board approve the Data Privacy and Security Agreement (PSA) between the California Department of Social Services (CDSS) and the Inyo County Department of Health and Human Services (HHS) for the period of September 1, 2019 – September 1, 2022 and authorize the Director of HHS to sign and submit as instructed.

SUMMARY/JUSTIFICATION:

The purpose of this Medi-Cal Privacy and Security Agreement between DHCS and each County Welfare Department is to ensure the security and privacy of Medi-Cal Personally Identifiable Information (PII) contained in the Medi-Cal Eligibility Data System (MEDS), the Applicant Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. Because counties have access to SSA-provided information, SSA requires that DHCS enter into individual agreements with the counties to safeguard this information. All 58 County Welfare Departments are required to sign the Agreement to ensure the continued safe transmission of PII between the counties and DHCS.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the agreement. Failure to enter into the agreement could result in the Social Security Administration (SSA) revoking access to SSA information that HHS needs to make Medi-Cal Eligibility determinations, as well as determination of eligibility for other public assistance programs.

OTHER AGENCY INVOLVEMENT:

Information Services, Personnel

FINANCING:

There is no financing involved in this request.

ATTACHMENTS:

1. CDSS Privacy & Security Agreement

2019 PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Social Services and the

County of _____,

Department/Agency of _____

PREAMBLE

The California Department of Social Services (CDSS) and the

County of _____,

Department/Agency of _____

enter into this Data Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA), Medi-Cal Eligibility Data System (MEDS) and Applicant Income and Eligibility Verification System (IEVS) Personally Identifiable Information (PII), covered by this Agreement and referred to hereinafter as PII, that the counties access through CDSS and the Department of Health Care Services (DHCS). This Agreement covers the following programs:

- CalFresh;
- California Food Assistance Program (CFAP);
- California Work Opportunity and Responsibility to Kids Program (CalWORKs);
- Cash Assistance Program for Immigrants (CAPI);
- Entrant Cash Assistance (ECA)/Refugee Cash Assistance (RCA);
- Foster Care (FC) (eligibility);
- Kinship Guardianship Assistance Program (Kin-GAP) (eligibility);
- Federal Guardianship Assistance Program (Fed-GAP) (eligibility);
- General Assistance/General Relief (GA/GR); and
- Trafficking and Crime Victims Assistance Program (TCVAP).

The CDSS has an Inter-Agency Agreement (IAA) with DHCS that allows CDSS and local county agencies to access SSA and MEDS data in order to Assist in the Administration of the Program for the programs listed above. The IAA requires that CDSS may only share SSA and MEDS data if its contract with the entity with whom it intends to share the data reflects the entity's obligations under the IAA.

The County Department/Agency utilizes SSA and MEDS data in conjunction with other system data in order to Assist in the Administration of the Program for the programs listed above.

This Agreement covers the

County of _____,

Department/Agency of _____

and its staff (County Workers), who access, use, or disclose PII covered by this Agreement, to assist in the administration of programs.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **“Assist in the Administration of the Program”** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
2. **“Breach”** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **“County Worker”** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **“PII”** is personally identifiable information directly obtained in the course of performing an administrative function through the MEDS or IEVS systems on behalf of the programs, which can be used alone, or in conjunction with any other reasonably available information to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including, but not limited to name, social security number (SSN), date and place of birth (DOB), mother’s maiden name, driver’s license number, or identification number. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

5. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the county or county’s Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
6. **“Secure Areas”** means any area where:
 - a. County Workers assist in the administration of their program;
 - b. County Workers use or disclose PII; or
 - c. PII is stored in paper or electronic format.
7. **“SSA-provided or verified data (SSA data)”** means:
 - a. Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or;
 - b. Any information provided to CDSS, including a source other than SSA, but in which CDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

For a more detailed definition of “SSA data”, please refer to Section 7 of the “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA” document, an attachment of Exhibit A.

AGREEMENTS

CDSS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Workers may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq. and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the client are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No County Worker shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- B. Pursuant to this Agreement, County Workers may only use PII to assist in administering their respective programs.
- C. Access to PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of their respective programs.
- D. County Workers who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department/Agency agrees to advise County Workers who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within thirty (30) days of employment;
 - 2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three (3) or more security reminders per year are recommended;

3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed; and
4. Retain training records for a period of three (3) years after completion of the training.

B. *Employee Discipline.*

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
2. Sanction policies and procedures shall include termination of employment when appropriate.

C. *Confidentiality Statement.* Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years, or five (5) years if the signed statement is being used to comply with Section 5.10 of the SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA" document, an attachment of Exhibit A.

The statement shall include, at a minimum, a description of the following:

1. General Use of the PII;
2. Security and Privacy Safeguards for the PII;
3. Unacceptable Use of the PII; and
4. Enforcement Policies.

D. *Background Screening.*

1. Conduct a background screening of a County Worker before they may access PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three (3) years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the County Department/Agency shall perform the following:

- A. Conduct periodic privacy and security reviews of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
- B. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide CDSS with applicable contact information for these designated individuals by emailing CDSS at cdsspsa@dss.ca.gov. Any changes to this information should be reported to CDSS within ten (10) days.
- C. Assign County Workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The County Department/Agency shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The County Department/Agency agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- A. Secure all areas of the County Department/Agency facilities where County Workers assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:

1. Properly coded key cards
 2. Authorized door keys
 3. Official identification
- C. Issue identification badges to County Workers.
- D. Require County Workers to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the County Department/Agency facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area shall be escorted at all times by authorized County Workers.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department/Agency and non-County Department/Agency functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. The County Department/Agency shall have policies based on applicable factors that include, at a minimum, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles shall include provisions in its policies to ensure that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- J. The County Department/Agency shall have policies that indicate County Workers are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- K. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

VI. TECHNICAL SECURITY CONTROLS

- A. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process PII, shall be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. **Server Security.** Servers containing unencrypted PII shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII, shall be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption shall be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, shall install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
 - 1. All workstations, laptops and other systems, which process and/or store PII, shall have critical security patches applied, with system reboot if necessary.

2. There shall be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
3. At a maximum, all applicable patches deemed as critical shall be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, shall have compensatory controls implemented to minimize risk.

G. *User IDs and Password Controls.*

1. All users shall be issued a unique user name for accessing PII.
2. Username shall be promptly disabled, deleted, or the password changed within, at most, twenty-four (24) hours of the transfer or termination of an employee. Note: Twenty-four (24) hours is defined as one (1) working day.
3. Passwords are not to be shared.
4. Passwords shall be at least eight (8) characters.
5. Passwords shall be a non-dictionary word.
6. Passwords shall not be stored in readable format on the computer or server.
7. Passwords shall be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less. Non-expiring passwords are permitted when in full compliance with NIST SP 800-63B Authenticator Assurance Level (AAL) 2.
8. Passwords shall be changed if revealed or compromised.

9. Passwords shall be composed of characters from at least three (3) of the four (4) of the following groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. **User Access.** In conjunction with CDSS and DHCS, County Department/Agency management should exercise control and oversight over the authorization of individual user access to SSA data via, MEDS, IEVS, and over the process of issuing and maintaining access control numbers, IDs, and passwords.
- I. **Data Destruction.** When no longer needed, all PII shall be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- J. **System Timeout.** The systems providing access to PII shall provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- K. **Warning Banners.** The systems providing access to PII shall display a warning banner stating, at a minimum:
 1. Data is confidential;
 2. Systems are logged;
 3. System use is for business purposes only, by authorized users; and
 4. Users shall log off the system immediately if they do not agree with these requirements.
- L. **System Logging.**
 1. The systems that provide access to PII shall maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.

2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users of the audit trail.
3. If PII is stored in a database, database logging functionality shall be enabled.
4. Audit trail data shall be archived for at least three (3) years from the occurrence.

M. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

N. **Transmission Encryption.**

1. All data transmissions of PII outside of a secure internal network shall be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used.
2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

O. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, shall be protected by an intrusion detection and prevention solution.

VII. **AUDIT CONTROLS**

A. **System Security Review.**

1. The County Department/Agency shall ensure audit control mechanisms are in place.

2. All systems processing and/or storing PII shall have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 3. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing PII shall have a process or automated procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing PII shall have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- D. **Anomalies.** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

VIII. **BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- A. **Emergency Mode Operation Plan.** The County Department/Agency shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. It is recommended that County Department/Agency conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS and CDSS, if requested.
- B. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, shall include environmental protection such as cooling, power, and fire prevention, detection, and suppression; and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- C. **Data Backup and Recovery Plan.**
1. The County Department/Agency shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.

3. The procedures shall include storing backups containing PII offsite.
4. The procedures shall ensure an inventory of backup media.
5. The County Department/Agency shall have established documented procedures to recover PII data.
6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
7. It is recommended that the County Department/Agency periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

- A. ***Supervision of Data.*** The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, it shall include provisions in its policies to provide that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII to be left unattended in a vehicle overnight or for other extended periods of time.
- C. ***Public Modes of Transportation.*** The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. ***Escorting Visitors.*** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. ***Confidential Destruction.*** PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. ***Removal of Data.*** The PII shall not be removed from the premises of County Department/Agency except for identified routine business purposes or with express written permission of CDSS.

G. *Faxing.*

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. *Mailing.*

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the County Department/Agency obtains prior written permission from CDSS to use another method.

X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. *Initial Notice to DHCS:*

The County Department/Agency will provide initial notice to DHCS by email, or alternatively, by telephone if email is unavailable, of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII or potential loss of PII with a copy to CDSS. The DHCS is acting on behalf of CDSS for purposes of receiving reports of privacy and information security incidents and breaches. The County Department/Agency agrees to perform the following incident reporting to DHCS:

1. If a suspected security incident involves PII provided or verified by SSA, the County Department/Agency shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement.

2. If a suspected security incident does not involve PII provided or verified by SSA, the County Department/Agency shall notify DHCS within one (1) working day of discovery.

If it is unclear if the security incident involves SSA data, the County Department/Agency shall immediately report the incident upon discovery.

A County Department/Agency shall notify DHCS of all personal information, as defined by California Civil Code Section 1798.3(a), that may have been accessed, used, or disclosed in any suspected security incident or breach, including but not limited to case numbers.

Notice shall be made using the DHCS Privacy Incident Report (PIR) form, including all information known at the time. The County Department/Agency shall use the most current version of this form, which is available on the DHCS Privacy Office website at:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx>. All PIRs and supporting documentation are to be submitted to DHCS via email using the "DHCS Breach and Security Incidents Reporting" contact information found below in Subsection F.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department/Agency.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the County Department/Agency shall take:

1. Prompt action to mitigate any risks or damages involved with the occurrence and to protect the operating environment; and
2. Any action pertaining to such occurrence required by applicable Federal and State laws and regulations.

- B. Investigation and Investigative Report. The County Department/Agency shall immediately investigate breaches and security incidents involving PII. If the initial PIR was submitted incomplete and if new or updated information is available, submit an updated PIR to DHCS within seventy-two (72) hours of the discovery. The updated PIR shall include any other applicable information related to the breach or security incident known at that time.

- C. **Complete Report.** If all of the required information was not included in either the initial report or the investigation PIR submission, then a separate complete report shall be submitted within ten working days of the discovery. The Complete Report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall also include a Corrective Action Plan (CAP) that shall include, at minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated PIR with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

- D. **Notification of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their PII, the County Department/Agency shall give the notice, subject to the following provisions:

1. If the cause of the breach is attributable to the County Department/Agency or its subcontractors, agents or vendors, the County Department/Agency shall pay any costs of such notifications, as well as any and all costs associated with the breach. If the cause of the breach is attributable to CDSS, CDSS shall pay any costs associated with such notifications, as well as any costs associated with the breach. If there is any question as to whether CDSS or the County Department/Agency is responsible for the breach, CDSS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs;

2. All notifications (regardless of breach status) regarding beneficiaries' PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event, later than sixty (60) calendar days from discovery;
3. The CDSS Information Security and Privacy Bureau shall approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. If notifications are distributed without CDSS review and approval, secondary follow-up notifications may be required; and
4. CDSS may elect to assume responsibility for such notification from the County Department/Agency.

E. *Responsibility for Reporting of Breaches when Required by State or Federal Law.* If the cause of a breach is attributable to the County Department/Agency or its agents, subcontractors or vendors, the County Department/Agency is responsible for all required reporting of the breach. If the cause of the breach is attributable to CDSS, CDSS is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS (if the breach involves MEDS or SSA data), CDSS, and the County Department/Agency shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

F. *CDSS and DHCS Contact Information.* The County Department/Agency shall utilize the below contact information to direct all notifications of breach and security incidents to CDSS and DHCS. CDSS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

<p style="text-align: center;">CDSS Information Security and Privacy Bureau</p>	<p style="text-align: center;">DHCS Breach and Security Incident Reporting</p>
<p>California Department of Social Services Information Security and Privacy Bureau 744 P Street, MS 9-9-70 Sacramento, CA 95814-6413</p> <p>Email: iso@dss.ca.gov</p> <p>Telephone: (916) 651-5558</p> <p><i>The preferred method of communication is email, when available. Do not include any PII unless requested by CDSS.</i></p>	<p>Department of Health Care Services Office of HIPAA Compliance 1501 Capitol Avenue, MS 4721 P.O. Box 997413 Sacramento, CA 95899-7413</p> <p>Email: incidents@dhcs.ca.gov</p> <p>Telephone: (866) 866-0602</p> <p><i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i></p>

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are hereby incorporated into this Agreement (Exhibit A) and available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the County Welfare Directors Association (CWDA) as well as the proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the SSA compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If DHS-USCIS changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the CDSS proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, CDSS will supply copies of the changed agreement to the CWDA and the County Department/Agency, along with the compliance date expected by DHS-USCIS. If a County Department/Agency is not able to meet the DHS-USCIS compliance date, it shall submit a CAP to CDSS for review and approval at least thirty (30) days prior to the DHS-USCIS compliance date. Any potential County Department/Agency resource issues may be discussed with CDSS through a collaborative process in developing their CAP.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals by emailing CDSS at cdsspsa@dss.ca.gov.

XIII. COUNTY DEPARTMENT/AGENCY AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors, and vendors that have access to County Department/Agency PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to PII upon such agents, subcontractors, and vendors. These shall include, at a minimum, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

County Department/Agency(s) who would like assistance or guidance with this requirement are encouraged to contact CDSS via email at cdsspsa@dss.ca.gov.

XIV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist CDSS or DHCS (on behalf of CDSS) in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from CDSS or DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to CDSS in writing, or to enter into a written CAP with CDSS containing deadlines for achieving compliance with specific provisions of this Agreement.

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving CDSS based upon claimed violations by the County Department/Agency of the privacy or security of PII, or federal or state laws or agreements concerning privacy or security of PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of their program and using or disclosing PII available to CDSS at no cost to CDSS to testify as witnesses. The CDSS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by CDSS of the privacy or security of PII, or state or federal laws or agreements concerning privacy or security of PII.

XVI. AMENDMENT OF AGREEMENT

The CDSS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that an amendment to this Agreement may be required to ensure compliance with all data security and privacy procedures. Upon request by CDSS, the County Department/Agency agrees to promptly enter into negotiations with CDSS concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. In addition to any other lawful remedy, CDSS may terminate this Agreement upon thirty (30) days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that CDSS deems necessary.

Each amendment shall be properly identified as Agreement No., Amendment No. (A-1, A-2, A-3, etc.) to identify the applicable changes to this Agreement, and be effective upon execution by the parties.

XVII. TERM OF AGREEMENT

The term of this agreement shall begin upon signature and approval of CDSS.

XVIII. TERMINATION

A. This Agreement shall terminate on **September 1, 2022**, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; through an executed written amendment. County Department/Agency requests for an extension shall be justified and approved by CDSS and limited to no more than a six (6) month extension.

B. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the County Department/Agency's possession shall continue in effect beyond the termination or expiration of this Agreement, and shall continue until the PII is destroyed or returned to CDSS.

XIX. TERMINATION FOR CAUSE

Upon CDSS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, CDSS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the violation within the time specified by CDSS. This Agreement may be terminated immediately by CDSS if the County Department/Agency has breached a material term and CDSS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department/Agency shall return or destroy all PII in accordance with Section VI, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is returned or destroyed and CDSS receives a certificate of destruction.

XX. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on **September 1, 2019**.

For the County of _____

Department/Agency of _____,

(Signature) (Date)

(Name – Print or Type) (Title – Print or Type)

For the California Department of Social Services,

(Signature) (Date)

(Name – Print or Type) Chief, Contracts & Purchasing Bureau
(Title – Print or Type)

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from CDSS by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and CDSS (IEA-F and IEA-S)
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff by emailing CDSS at cdsspsa@dss.ca.gov.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS)



County of Inyo



Public Works - Road Dept.

CONSENT - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Trevor Taylor

RE:

Request authorization to purchase 2000 Tons of Plant (Cold) Mix Asphalt for the Bishop Road Yard.

RECOMMENDED ACTION:

Request Board: A) declare Bowman Asphalt of Bakersfield, CA the successful bidder for 2,000 Tons of Plant (Cold) Mix Asphalt per Bid No. 2019-10; and B) authorize the purchase of 2,000 tons of cold mix asphalt from Bowman Asphalt of Bakersfield, CA in an amount not to exceed \$264,907.50.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids from suppliers of cold mix asphalt in July, 2019 to stock the Bishop Road Yard for the 2019 season. The stockpiled material will be used for maintenance work on Inyo County roads to be completed under the SB-1 program. Bids were opened on August 14th, 2019, and four bids were received:

Bowman Asphalt of Bakersfield, CA	\$264,907.50
Granite Construction Co. of Bakersfield, CA	\$276,540.00
Bing Materials of Gardnerville, NV	\$266,730.00
Wulfenstein Construction Co., Inc. of Pahrump, NV	\$302,777.79

The Road Department has reviewed the bids received and the apparent low bid was deemed responsive. The Road Department is recommending your Board authorize the purchase of 2000 Tons of Cold Mix Asphalt from Bowman Asphalt, to be delivered to the Bishop Road Yard. The total expense, including delivery and taxes, is not to exceed \$264,907.50.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funding for these asphalt materials to be used in road maintenance will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

ATTACHMENTS:

1. Bing Bid
2. Bowman Bid
3. Granite Bid
4. Wulfenstein Bid
5. Bid Tab

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
COUNTY ROAD YARD
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Gardnerville Nevada (CITY & STATE)

August 7, 2019, 2019

CASH DISCOUNT TERMS None NET 30 Days

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Bing Materials

NAME OF COMPANY REPRESENTATIVE (PRINTED) John Jennings

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 1226 Kimmerling Rd

CITY AND STATE Gardnerville NV 89460

PHONE NUMBER 775-265-3641

FAX NUMBER 775-265-5475

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (BISHOP AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	2000	Ton	\$ 86.00
2	Delivery to Bishop, CA	2000	Ton	\$ 40.70

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Bishop, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile south of Bishop, CA.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>\$ 172,000.00</u>
Sales Tax (7.75%)	<u>\$ 13,330.00</u>
Shipping Charge	<u>\$ 81,400.00</u>
Total	<u>\$ 266,730.00</u>

Delivery will be made in 30 days after receipt of order. or 150 tons per day

Bid prices will remain valid and in effect through 7/31/2020

Indicate any exception to the bid:



This bid was received on Aug. 12
 2019 at 11:31 a.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY ROAD DEPARTMENT
COUNTY ROAD YARD
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526**BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)**

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Bakersfield, CA (CITY & STATE)

August 6, 2019

CASH DISCOUNT TERMS 0.75%

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Bowman Asphalt, Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Cliff Boren

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 3351 Fairhaven Drive

CITY AND STATE Bakersfield, CA 93308

PHONE NUMBER 661-334-1356

FAX NUMBER 661-334-1879

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (BISHOP AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	2000	Ton	86 ⁵⁰
2	Delivery to Bishop, CA	2000	Ton	37 -

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Bishop, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile south of Bishop, CA.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>247,000⁻</u>
Sales Tax (7.75%)	<u>17,907⁵⁰</u>
Shipping Charge	<u>N/A</u>
Total	<u>264,907⁵⁰</u>

Delivery will be made in 5 days after receipt of order.

Bid prices will remain valid and in effect through October 31, 2019

Indicate any exception to the bid:



This bid was received on Aug. 12
 20 19 at 2:17 p.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY ROAD DEPARTMENT
COUNTY ROAD YARD
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526**BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)**

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Bakersfield, California (CITY & STATE)

August 14, 20 19

CASH DISCOUNT TERMS n/a

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Granite Construction Company

NAME OF COMPANY REPRESENTATIVE (PRINTED) Thomas James

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 3005 James Road

CITY AND STATE Bakersfield, CA 93388

PHONE NUMBER (661) 399-3361

FAX NUMBER (661) 399-7160



**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (BISHOP AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	2000	Ton	120.00
2	Delivery to Bishop, CA	2000	Ton	8.97

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Bishop, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile south of Bishop, CA.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>240 000</u>
Sales Tax (7.75%)	<u>18600</u>
Shipping Charge	<u>17940</u>
Total	<u>276540</u>

Delivery will be made in 10 days after receipt of order.

Bid prices will remain valid and in effect through October 31, 2019

Indicate any exception to the bid: None



This bid was received on Aug. 14
 2019 at 2 p.m.
 ATTEST: [Signature] Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

AFFIDAVIT of ELIGIBILITY
County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: GRANITE CONSTRUCTION COMPANY
Name of Person Completing This Form: CHRIS DREWRY
Telephone Number: 661-399-3361
E-mail Address: chris.drewry@gcinc.com
Bid/Proposal Name: BID NO. 2019-11

1. Business Location

In which county is your business located? INYO

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address 5 BRIDGES ROAD
City BISHOP State CA Zip 93514

Is the business identified above: a Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? Yes No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

CITY OF BISHOP, BUSINESS LICENSE

3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

Name <u>NICOLE BERKOVIAZ</u>	<u>FT</u> , PT, or % Share [circle (click) one]	Name _____	FT, PT, or % Share [circle (click) one]
Address <u>3070 W. LINE STREET</u>		Address _____	
City, State, and ZIP <u>BISHOP, CA 93514</u>		City, State, and ZIP _____	

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

Chris Drewry
Signature _____ Date 8/9/2019



CITY OF BISHOP

377 W. LINE STREET
BISHOP, CA 93514

This License MUST be posted
in a conspicuous place.

BUSINESS LICENSE
2522

NOT VALID UNLESS CERTIFIED
FOR THE FULL AMOUNT
IN THIS SPACE

VALIDATED 02/20/2019

THIS LICENSE GOOD FOR THE PERIOD
01/01/2019 THRU 12/31/2019

THIS LICENSE IS NOT TRANSFERABLE

TOTAL LICENSE FE
104.00

LOCATION **5 BRIDGES ROAD**

LICENSEE **GRANITE CONSTRUCTION COMPANY**
ADDRESS **POST OFFICE BOX 5127
BAKERSFIELD CA 93388**

RECEIVED

FEB 26 2019

6000 ADMIN 212

LICENSED BUSINESS TO BE
CONDUCTED IN CONFORMITY
WITH AND SUBJECT TO THE
PROVISIONS OF THE
ORDINANCES OF THE CITY OF
BISHOP AND THE LAWS OF THE
STATE OF CALIFORNIA

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
COUNTY ROAD YARD
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Pahrump Nevada (CITY & STATE)

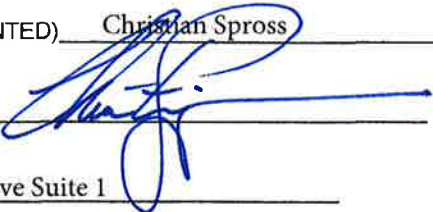
8-7, 20 19

CASH DISCOUNT TERMS None

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Wulfenstein Construction Co., Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Christian Spross

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 2281 East Postal Drive Suite 1

CITY AND STATE Pahrump, Nevada 89048

PHONE NUMBER 775 727-5900

FAX NUMBER 775 727-6010

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (BISHOP AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	2000	Ton	\$114.08
2	Delivery to Bishop, CA	2000	Ton	\$37.31

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Bishop, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile south of Bishop, CA.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>\$228,150.52</u>
Sales Tax (7.75%)	<u>see exceptions</u>
Shipping Charge	<u>\$74,627.27</u>
Total	<u>\$302,777.79</u>

Delivery will be made in 30 days after receipt of order.

Bid prices will remain valid and in effect through December 2019

Indicate any exception to the bid:

Buyer to pay all California Taxes



This bid was received on Aug. 12,
 2019 at 11:31 a.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Provision of Plant Mixed Asphalt (Bishop Location) Bid No. 2019-10

Bid Opening Date: August 14th, 2019

Location: County Admin Center

	<i>BIDDER NAME</i>	<i>Total Bid</i>
1.	Bowman Asphalt, Inc	264,907. ⁵⁰
2.	Granite Construction	276,540. ⁰⁰
3.	Bing Materials	266,730. ⁰⁰
4.	Wulfenstein Construction	302,777. ⁷⁹
5.		
6.		
7.		
8.		
9.		
10.		

Opened By: _____

Present: Chris Cash, Mike Errante,
^{MP} Trevor Taylor, Monica Timlin
Darcy Ellis





County of Inyo



Public Works - Road Dept.

CONSENT - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Trevor Taylor

RE:

Request authorization to purchase 2000 Tons of Plant (Cold) Mix Asphalt for the Lone Pine Road Yard.

RECOMMENDED ACTION:

Request Board: A) declare Bowman Asphalt of Bakersfield, CA the successful bidder for 2,000 Tons of Plant (Cold) Mix Asphalt per Bid No. 2019-11; and B) authorize the purchase of 2,000 Tons of cold mix asphalt from Bowman Asphalt of Bakersfield, CA in an amount not to exceed \$234,877.50.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids from suppliers of cold mix asphalt in July, 2019 to stock the Lone Pine Road Yard for the 2019 season. The stockpiled material will be used for maintenance work on Inyo County roads to be completed under the SB-1 program. Bids were opened on August 14th, 2019, and four bids were received:

Bowman Asphalt of Bakersfield, CA	\$234,877.50
Granite Construction Co. of Bakersfield, CA	\$290,778.75
Bing Materials of Gardnerville, NV	\$294,230.00
Wulfenstein Construction Co., Inc. of Pahrum, NV	\$337,161.43

The Road Department has reviewed the bids received and the apparent low bid was deemed responsive. The Road Department is recommending your Board award the base bid to Bowman Asphalt and authorize the purchase of 2000 Tons of Cold Mix Asphalt, to be delivered to the Lone Pine Road Yard. The total expense, including delivery and taxes, is not to exceed \$234,877.50.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funding for these asphalt materials to be used in road maintenance will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

ATTACHMENTS:

1. Granite Bid
2. Wolfenstein Bid
3. Bing Bid
4. Bowman Bid
5. Bid Tab

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
COUNTY ROAD YARD
LONE PINE, CA 93545

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.

Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
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5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Bakersfield, California (CITY & STATE)

August 14, 2019

CASH DISCOUNT TERMS n/a

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Granite Construction Company

NAME OF COMPANY REPRESENTATIVE (PRINTED) Thomas James

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 3005 James Road

CITY AND STATE Bakersfield, CA 93388

PHONE NUMBER (661) 399-3361

FAX NUMBER (661) 399-7160





County of Inyo
DEPARTMENT OF PUBLIC WORKS
168 N. Edwards Street, Independence, CA 93526
Main 760.878.0201 Fax 760.878.2001

August 1, 2019

Addendum No. 1

Bid No. 2019-11 Provision of Plant Mixed Asphalt (LONE PINE AREA)

To: ALL BIDDERS

Please include Addendum No. 1 as part of the bid package for the above referenced bid number and project description and acknowledge this addendum by signing and including as part of your bid:

1. This addendum replaces pages 3 and 4 of the original bid document. The quantity of cold mix asphalt to be delivered to Lone Pine, CA is changed from 3000 Tons to 2000 Tons and a bid additive alternate is established for providing an additional 1000 Tons. The base bid plus the bid additive alternate will be awarded if the total falls within budgetary limits.

We hereby acknowledge Addendum No. 1

Signature of Bidder and Date

08/14/2019

Thomas James, Chief Estimator
Granite Construction Company



**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (LONE PINE AREA)**

Base Bid

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	2000	Ton	116.25
2	Delivery to Lone Pine, CA	2000	Ton	20.13

Additive Alternate No. 1

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1000	Ton	116.25
2	Delivery to Lone Pine, CA	1000	Ton	20.13

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Lone Pine, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile west of Lone Pine.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Base Bid		Bid Additive Alternate No. 1	
Subtotal	232500	Subtotal	116250
Sales Tax (7.75%)	18018.75	Sales Tax (7.75%)	9009.38
Shipping Charge	40260	Shipping Charge	20130
Total	290778.75	Total	145389.38

Total of Base Bid + Additive Alternate No. 1

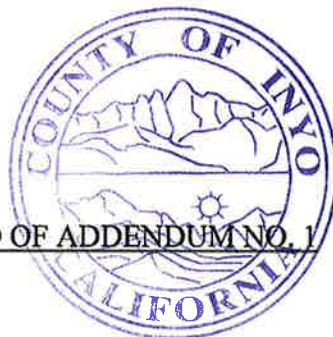
436168.13

Delivery will be made in 10 days after receipt of order.

Bid prices will remain valid and in effect through October 31, 2019

Indicate any exception to the bid:

None



END OF ADDENDUM NO. 1

This bid was received on Aug. 14
 20 19 at 2 p.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

AFFIDAVIT of ELIGIBILITY
County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: GRANITE CONSTRUCTION COMPANY
Name of Person Completing This Form: CHRIS DREWRY
Telephone Number: 661-399-3361
E-mail Address: chris.drewry@gcinc.com
Bid/Proposal Name: BID NO. 2019-10

1. Business Location

In which county is your business located? INYO

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address 5 BRIDGES ROAD
City BISHOP State CA Zip 93514

Is the business identified above: a Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? Yes No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

CITY OF BISHOP, BUSINESS LICENSE

3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

Name <u>NICOLE BERKOVIAZ</u> <input checked="" type="radio"/> FT <input type="radio"/> PT, or % Share [circle (click) one]	Name _____ FT, PT, or % Share [circle (click) one]
Address <u>3070 W. LINE STREET</u>	Address _____
City, State, and ZIP <u>BISHOP, CA 93514</u>	City, State, and ZIP _____

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

Chris Drewry 8/9/2019
Signature Date



CITY OF BISHOP

377 W. LINE STREET
BISHOP, CA 93514

This License MUST be posted
in a conspicuous place.

BUSINESS LICENSE
2522

NOT VALID UNLESS CERTIFIED
FOR THE FULL AMOUNT
IN THIS SPACE

VALIDATED 02/20/2019

THIS LICENSE GOOD FOR THE PERIOD
01/01/2019 THRU 12/31/2019

THIS LICENSE IS NOT TRANSFERABLE

TOTAL LICENSE FE

104.00

LOCATION 5 BRIDGES ROAD

LICENSEE GRANITE CONSTRUCTION COMPANY
ADDRESS POST OFFICE BOX 5127
BAKERSFIELD CA 93388

RECEIVED

FEB 26 2019

6000 ADMIN 211

LICENSED BUSINESS TO BE
CONDUCTED IN CONFORMITY
WITH AND SUBJECT TO THE
PROVISIONS OF THE
ORDINANCES OF THE CITY OF
BISHOP AND THE LAWS OF THE
STATE OF CALIFORNIA

BID NO. 2019-11

PAGE 1 OF 4

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
COUNTY ROAD YARD
LONE PINE, CA 93545

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)

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5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
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9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
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- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
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THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Pahrump Nevada (CITY & STATE)

8-7, 2019

CASH DISCOUNT TERMS None

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Wulfenstein Construction Co., Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Christian Spross

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 2281 East Postal Drive Suite 1

CITY AND STATE Pahrump, Nevada 89048

PHONE NUMBER 775 727-5900

FAX NUMBER 775 727-6010

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (LONE PINE AREA)**

Base Bid

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	2000	Ton	\$114.08
2	Delivery to Lone Pine, CA	2000	Ton	\$54.51

Additive Alternate No. 1

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1000	Ton	\$114.08
2	Delivery to Lone Pine, CA	1000	Ton	\$54.51

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Lone Pine, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile west of Lone Pine.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

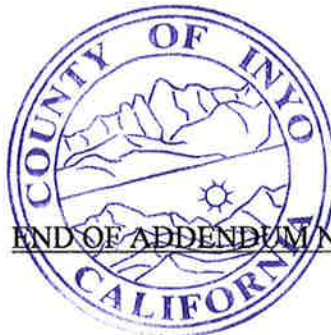
Base Bid		Bid Additive Alternate No. 1	
Subtotal	\$228,150.52	Subtotal	\$114,075.26
Sales Tax (7.75%)	see exception below	Sales Tax (7.75%)	see exception below
Shipping Charge	\$109,010.91	Shipping Charge	\$54,505.45
Total	\$337,161.43	Total	\$168,580.71

Total of Base Bid + Additive Alternate No. 1 \$505,742.14

Delivery will be made in 45 days after receipt of order.

Bid prices will remain valid and in effect through December 2019

Indicate any exception to the bid:
 Buyer to pay all California Taxes



END OF ADDENDUM NO. 1

This bid was received on Aug. 12
 20 19 @ 11:31 a.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 by [Signature] Assistant



County of Inyo
DEPARTMENT OF PUBLIC WORKS
168 N. Edwards Street, Independence, CA 93526
Main 760.878.0201 Fax 760.878.2001

August 1, 2019

Addendum No. 1


Bid No. 2019-11 Provision of Plant Mixed Asphalt (LONE PINE AREA)

To: ALL BIDDERS

Please include Addendum No. 1 as part of the bid package for the above referenced bid number and project description and acknowledge this addendum by signing and including as part of your bid:

1. This addendum replaces pages 3 and 4 of the original bid document. The quantity of cold mix asphalt to be delivered to Lone Pine, CA is changed from 3000 Tons to 2000 Tons and a bid additive alternate is established for providing an additional 1000 Tons. The base bid plus the bid additive alternate will be awarded if the total falls within budgetary limits.

We hereby acknowledge Addendum No. 1



Signature of Bidder and Date

8/7/19

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (LONE PINE AREA)**

Base Bid

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	2000	Ton	\$ 86.00
2	Delivery to Lone Pine, CA	2000	Ton	\$ 54.45

Additive Alternate No. 1

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1000	Ton	\$ 86.00
2	Delivery to Lone Pine, CA	1000	Ton	\$ 54.45

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Lone Pine, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile west of Lone Pine.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Base Bid		Bid Additive Alternate No. 1	
Subtotal	\$ 172,000.00	Subtotal	\$ 86,000.00
Sales Tax (7.75%)	\$ 13,330.00	Sales Tax (7.75%)	\$ 6,665.00
Shipping Charge	\$ 108,900.00	Shipping Charge	\$ 54,450.00
Total	\$ 294,230.00	Total	\$ 147,115.00

Total of Base Bid + Additive Alternate No. 1 \$ 441,345.00

Delivery will be made in 45 days after receipt of order. or 100 tons per day

Bid prices will remain valid and in effect through 7/31/2020

Indicate any exception to the bid:



This bid was received on Aug. 12
 20 19 at 11:31 a.m.
 ATTEST: Clint Gullter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

END OF ADDENDUM NO. 1

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY ROAD DEPARTMENT
COUNTY ROAD YARD
LONE PINE, CA 93545

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526**BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)**

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Gardnerville Nevada (CITY & STATE)

7th Day of August, 202019

CASH DISCOUNT TERMS None = NET 30

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Bing Materials

NAME OF COMPANY REPRESENTATIVE (PRINTED) John Jennings

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 1226 Kimmerling Rd.

CITY AND STATE Gardnerville NV 89460

PHONE NUMBER 775-265-3641

FAX NUMBER 775-265-5475

**— SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (LONE PINE AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	3000	Ton	
2	Delivery to Lone Pine, CA	3000	Ton	

See Addendum

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Lone Pine, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile west of Lone Pine.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	_____
Sales Tax (7.75%)	_____
Shipping Charge	_____
Total	_____

Delivery will be made in _____ days after receipt of order.

Bid prices will remain valid and in effect through _____

Indicate any exception to the bid:

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
COUNTY ROAD YARD
LONE PINE, CA 93545

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Bakersfield, CA (CITY & STATE)

August 6, 2019

CASH DISCOUNT TERMS 0.75

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Bowman Asphalt, Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Cliff Boren

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 3351 Fairhaven Drive

CITY AND STATE Bakersfield, CA 93308

PHONE NUMBER 661-334-1356

FAX NUMBER 661-334-1879

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (LONE PINE AREA)**

Base Bid

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	2000	Ton	86 ⁵⁰
2	Delivery to Lone Pine, CA	2000	Ton	23 ⁻

Additive Alternate No. 1

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1000	Ton	86 ⁵⁰
2	Delivery to Lone Pine, CA	1000	Ton	23 ⁻

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Lone Pine, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile west of Lone Pine.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Base Bid		Bid Additive Alternate No. 1	
Subtotal	219,000 ⁻	Subtotal	109,500
Sales Tax (7.75%)	15,877 ⁰⁰	Sales Tax (7.75%)	7,938 ⁷⁵
Shipping Charge	N/A	Shipping Charge	N/A
Total	234,877 ⁰⁰	Total	117,438 ⁷⁵

Total of Base Bid + Additive Alternate No. 1 352,316²⁵

Delivery will be made in 10 days after receipt of order.

Bid prices will remain valid and in effect through October 31, 2019

Indicate any exception to the bid:



County of Inyo
DEPARTMENT OF PUBLIC WORKS
168 N. Edwards Street, Independence, CA 93526
Main 760.878.0201 Fax 760.878.2001

August 1, 2019

Addendum No. 1

Bid No. 2019-11 Provision of Plant Mixed Asphalt (LONE PINE AREA)

To: ALL BIDDERS

Please include Addendum No. 1 as part of the bid package for the above referenced bid number and project description and acknowledge this addendum by signing and including as part of your bid:

1. This addendum replaces pages 3 and 4 of the original bid document. The quantity of cold mix asphalt to be delivered to Lone Pine, CA is changed from 3000 Tons to 2000 Tons and a bid additive alternate is established for providing an additional 1000 Tons. The base bid plus the bid additive alternate will be awarded if the total falls within budgetary limits.

We hereby acknowledge Addendum No. 1

Signature of Bidder and Date



This bid was received on Aug. 12
20 19 at 2:17 p.m.
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Provision of Plant Mixed Asphalt (Lone Pine Area) Bid No. 2019-11

Bid Opening Date: August 14th, 2019

Location: County Admin Center

	BIDDER NAME	BASE BID	BASE BID + ADDITIVE ALTERNATE NO. 1
1.	Bowman Asphalt	234,877. ⁵⁰	352,316. ²⁵
2.	Granite Construction	290,778. ⁷⁵	436,168. ¹³
3.	Bing Materials	294,230. ⁰⁰	441,345. ⁶⁰
4.	Wulfenstein Construction	337,161. ⁴³	505,742. ¹⁴
5.			
6.			
7.			
8.			
9.			
10.			

Opened By: Darcy Ellis

Present: Chris Cash, Mike Errante
Trevor Taylor, Darcy Ellis
Monica Palmer





County of Inyo



Public Works - Road Dept.

CONSENT - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Trevor Taylor

RE:

Request authorization to purchase 1000 Tons of Plant (Cold) Mix Asphalt for upcoming maintenance work on Panamint Valley Road.

RECOMMENDED ACTION:

Request Board: A) declare Bowman Asphalt of Bakersfield, CA the successful bidder for 1,000 Tons of Plant (Cold) Mix Asphalt per Bid No. 2019-12; and B) authorize the purchase of 1,000 tons of cold mix asphalt from Bowman Asphalt of Bakersfield, CA in an amount not to exceed \$120,656.25.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids from suppliers of cold mix asphalt in July, 2019 to stockpile needed material for an upcoming maintenance project in the Panamint Springs area on Panamint Valley Road. Permission has been granted by Caltrans for the temporary stockpiling of the material at a Caltrans owned mixing table on Hwy 190 near the project site. This material will be used for maintenance work on Panamint Valley Road to be completed under the SB-1 program. Bids were opened on August 14th, 2019, and four bids were received:

Bowman Asphalt of Bakersfield, CA	\$120,656.25
Granite Construction Co. of Bakersfield, CA	\$181,259.38
Bing Materials of Gardnerville, NV	\$163,615.00
Wulfenstein Construction Co., Inc. of Pahrump, NV	\$159,874.82

The Road Department has reviewed the bids received and the apparent low bid was deemed responsive. The Road Department is recommending your Board authorize the purchase of 1000 Tons of Cold Mix Asphalt from Bowman Asphalt, to be delivered to the Caltrans owned mixing table located on Hwy 190 approximately 1.5 miles west of Panamint Valley Road. The total expense, including delivery and taxes, is not to exceed \$120,656.25.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary maintenance on Panamint Valley Road. If the purchase is not approved,

the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funding for these asphalt materials to be used in road maintenance will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

ATTACHMENTS:

1. Bing Bid
2. Bowman Bid
3. Granite Bid
4. Wulfenstein Bid
5. Bid Tab

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES

TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
HWY 190, PANAMINT VALLEY ROAD
PANAMINT SPRINGS, CA

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.

MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.

IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.

Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Gardnerville Nv (CITY & STATE)

Seventh Day of August, 2019

CASH DISCOUNT TERMS 0 - Net 30 Days

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Bing Materials

NAME OF COMPANY REPRESENTATIVE (PRINTED) John Jennings

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 1226 Kimmerling Rd

CITY AND STATE Gardnerville Nevada

PHONE NUMBER 775-265-3641

FAX NUMBER 775-265-5475

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT
(PANAMINT SPRINGS AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1000	Ton	\$ 86.00
2	Delivery to Panamint Springs Mixing Table, CA	1000	Ton	\$ 70.95

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to a Caltrans owned mixing table near Panamint Springs, CA. The mixing table is located on Hwy 190, approximately 1.5 miles west of Panamint Valley Road at 36°20'14.90"N, 117°27'4.56"W.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>\$ 86,000.00</u>
Sales Tax (7.75%)	<u>\$ 6,665.00</u>
Shipping Charge	<u>\$70,950.00</u>
Total	<u>\$163,615.00</u>

Delivery will be made in 30 days after receipt of order. 100 ton per day

Bid prices will remain valid and in effect through July 31, 2020

Indicate any exception to the bid:



This bid was received on Aug. 12
20 19 @ 11:31 a.m.
ATTEST: [Signature] Administrative Officer
and Clerk of the Board Inyo County, California
Assistant

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
HWY 190, PANAMINT VALLEY ROAD
PANAMINT SPRINGS, CA

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Bakersfield, CA (CITY & STATE)

August 6, 2019

CASH DISCOUNT TERMS 0.75%

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Bowman Asphalt, Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Cliff Boren

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 3351 Fairhaven Drive

CITY AND STATE Bakersfield, CA 93308

PHONE NUMBER 661-334-1356

FAX NUMBER 661-334-1879

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT
(PANAMINT SPRINGS AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1000	Ton	86 ⁵⁰
2	Delivery to Panamint Springs Mixing Table, CA	1000	Ton	26 ⁻

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to a Caltrans owned mixing table near Panamint Springs, CA. The mixing table is located on Hwy 190, approximately 1.5 miles west of Panamint Valley Road at 36°20'14.90"N, 117°27'4.56"W.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>112,500⁻</u>
Sales Tax (7.75%)	<u>8,156²⁵</u>
Shipping Charge	<u>N/A</u>
Total	<u>120,656²⁵</u>

Delivery will be made in 5 days after receipt of order.

Bid prices will remain valid and in effect through October 31, 2019

Indicate any exception to the bid:



This bid was received on Aug. 12
 2019 at 2:11 p.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
HWY 190, PANAMINT VALLEY ROAD
PANAMINT SPRINGS, CA

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

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2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

Granite Construction Company

BID NO. 2019-12

PAGE 2 OF 4

14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Bakersfield, California (CITY & STATE)

August 14, 2019

CASH DISCOUNT TERMS n/a

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Granite Construction Company

NAME OF COMPANY REPRESENTATIVE (PRINTED) Thomas James

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 3005 James Road

CITY AND STATE Bakersfield, CA 93388

PHONE NUMBER (661) 399-3361

FAX NUMBER (661) 399-7160



**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT
(PANAMINT SPRINGS AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1000	Ton	116.25
2	Delivery to Panamint Springs Mixing Table, CA	1000	Ton	56.00

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to a Caltrans owned mixing table near Panamint Springs, CA. The mixing table is located on Hwy 190, approximately 1.5 miles west of Panamint Valley Road at 36°20'14.90"N, 117°27'4.56"W.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>116250</u>
Sales Tax (7.75%)	<u>9009.38</u>
Shipping Charge	<u>56000</u>
Total	<u>181259.38</u>

Delivery will be made in 10 days after receipt of order.

Bid prices will remain valid and in effect through October 31, 2019

Indicate any exception to the bid: None



This bid was received on Aug. 14
 2019 @ 2 p.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

AFFIDAVIT of ELIGIBILITY
County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: GRANITE CONSTRUCTION COMPANY
Name of Person Completing This Form: CHRIS DREWRY
Telephone Number: 661-399-3361
E-mail Address: chris.drewry@gcinc.com
Bid/Proposal Name: BID NO. 2019-12

1. Business Location

In which county is your business located? INYO

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address 5 BRIDGES ROAD
City BISHOP State CA Zip 93514

Is the business identified above: a Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? Yes No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

CITY OF BISHOP, BUSINESS LICENSE

3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

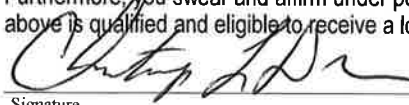
Name <u>NICOLE BERKOVITZ</u> <input checked="" type="radio"/> FT, PT, or % Share [circle (click) one]	Name _____ FT, PT, or % Share [circle (click) one]
Address <u>3070 W. LINE STREET</u>	Address _____
City, State, and ZIP <u>BISHOP, CA 93514</u>	City, State, and ZIP _____

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

 8/9/2019
Signature Date



CITY OF BISHOP

377 W. LINE STREET
BISHOP, CA 93514

This License MUST be posted
in a conspicuous place.

BUSINESS LICENSE
2522

NOT VALID UNLESS CERTIFIED
FOR THE FULL AMOUNT
IN THIS SPACE

VALIDATED 02/20/2019

THIS LICENSE GOOD FOR THE PERIOD
01/01/2019 THRU 12/31/2019

THIS LICENSE IS NOT TRANSFERABLE

TOTAL LICENSE FE

104.00

LOCATION **5 BRIDGES ROAD**

LICENSEE **GRANITE CONSTRUCTION COMPANY**
ADDRESS **POST OFFICE BOX 5127
BAKERSFIELD CA 93388**

RECEIVED

FEB 25 2019

6000 ADMIN 212

LICENSED BUSINESS TO BE
CONDUCTED IN CONFORMITY
WITH AND SUBJECT TO THE
PROVISIONS OF THE
ORDINANCES OF THE CITY OF
BISHOP AND THE LAWS OF THE
STATE OF CALIFORNIA

BID NO. 2019-12

PAGE 1 OF 4

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY ROAD DEPARTMENT
HWY 190, PANAMINT VALLEY ROAD
PANAMINT SPRINGS, CA

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526**BID OPENING: DATE: Wednesday, August 14, 2019 TIME: 3:30 P.M. (PDT)**

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
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3. Quote on each item separately. Prices should be stated in units specified herein.
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5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
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7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
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10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
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- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Pahrump Nevada (CITY & STATE)

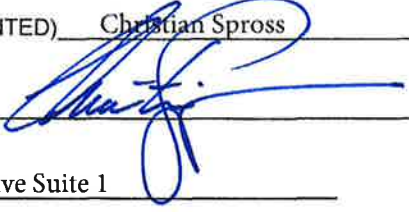
8-7, 2019

CASH DISCOUNT TERMS None

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Wulfenstein Construction Co., Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Christian Spross

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 2281 East Postal Drive Suite 1

CITY AND STATE Pahrump, Nevada, 89048

PHONE NUMBER 775 727-5900

FAX NUMBER 775 727-6010

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT
(PANAMINT SPRINGS AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1000	Ton	\$104.49
2	Delivery to Panamint Springs Mixing Table, CA	1000	Ton	\$55.38

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC-800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to a Caltrans owned mixing table near Panamint Springs, CA. The mixing table is located on Hwy 190, approximately 1.5 miles west of Panamint Valley Road at 36°20'14.90"N, 117°27'4.56"W.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>\$104,493.00</u>
Sales Tax (7.75%)	<u>see exceptions</u>
Shipping Charge	<u>\$55,381.82</u>
Total	<u>\$159,874.82</u>

Delivery will be made in 30 days after receipt of order.

Bid prices will remain valid and in effect through December 2019

Indicate any exception to the bid:

Buyer to pay all California Taxes



This bid was received on Aug. 12
 20 19 @ 11:31 a.m.
 ATTEST: Clint Quilter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Provision of Plant Mixed Asphalt (Panamint Springs Area) Bid No. 2019-12

Bid Opening Date: August 14th, 2019

Location: County Admin Center

	BIDDER NAME	Total Bid
1.	Bowman Asphalt	120,656. ²⁵
2.	Granite Construction	181,259. ³⁸
3.	Bing Materials	163,615. ⁰⁰
4.	Wulfenstein Construction	159,874. ⁸²
5.		
6.		
7.		
8.		
9.		
10.		

Opened By: Darcy Ellis

Present: Trevor Taylor

Mike Errante

Chris Cash

Monica Tinlin





County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: August 20, 2019

FROM:

RE:

Amendment 1 to the Contract with MGE Engineering Inc for engineering services related to the Round Valley Bridge Replacement Project

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and MGE Engineering Inc. of Sacramento, CA, increasing the contract to an amount not to exceed \$453,288.81 and adding a job classification to the approved Schedule of Fees, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board approved the design contract with MGE Engineering Inc. on July 10, 2018, for the completion of the North Round Valley Bridge Replacement Project design.

This amendment adds the Associate Bridge Engineer job classification to the Schedule of Fees for MGE. This classification was overlooked in the consultants initial cost proposal, and is an important component of the bridge drafting work. There are no cost increases associated with this addition.

The amendment also adds to the scope of work of MGE's environmental sub-consultant GEI for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as further explained in Attachment A-1. The cost associated with this additional scope is \$5,720.63, which is detailed in Attachment B-1.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Contract between MGE Engineering Inc and Inyo County approved on July 10, 2018

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract, this is not recommended since this is a no cost change order that corrects an oversight in the original cost proposal.

OTHER AGENCY INVOLVEMENT:

Project partially funded by California Office of Emergency Services

FINANCING:

The cost of the contract are paid through budget unit 034600 (Road Budget), object code 5265 (Professional Services). This project is reimbursable at a rate of 75% by the California Office of Emergency Services. The cost associated with this additional scope is \$5,720.63.

ATTACHMENTS:

1. Amendment 1 to MGE Contract
2. MGE Contract

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and MGE Engineering of Sacramento, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 156, for the term from July 10, 2018 to June 30, 2021.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Section 3D, Limit upon amount payable under Agreement, the first sentence is revised as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$453,288.81 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$453,288.81 (four hundred fifty three thousand, two hundred eighty eight dollars and eighty one cents), hereinafter referred to as “Contract Limit”

2. Attachment A to the Contract, Scope of Work, shall be revised to include additional tasks required for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as described in Attachment A-1 to the Contract.
3. Attachment B to the Contract, Schedule of Fee’s is amended to include the job classification described in Attachment B-1 to the Contract, and to include the cost proposal for the additional work described in Attachment A-1 to the Contract.

The effective date of this amendment to the Agreement is August 20, 2019.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2019.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC.
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCOPE OF WORK:

The scope of work described in the original Contract, dated July 10, 2018, is revised to include additional tasks required for the completion of the environmental review of the Round Valley Bridge Replacement Project under the California Environmental Quality Act, as further described in the proposal dated August 9, 2019 from GEI Consultants, the environmental sub-consultant to MGE Engineering Inc.

August 9, 2019

MGE Engineering, Inc.
Robert Sennett, S.E.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831

Re: North Round Valley Road Bridge Replacement over Pine Creek – Inyo
County Standard Contract #156

Dear Bob:

GEI is pleased for the opportunity to continue providing environmental compliance services related to the above referenced project. As requested by Inyo County, GEI will modify existing Task 2.2 “Prepare CEQA Notice of Exemption” to include preparation of an Initial Study/Mitigated Negative Declaration for public/agency review. Our scope for the revised task follows and our cost estimate (prepared per Caltrans Exhibit 10-H) is provided as **Attachment #1**.

Task 2.2. Prepare CEQA Notice of Exemption

Following review of the draft Exemption Memo/Environmental Checklist, County staff determined that an Initial Study/Mitigated Negative Declaration (IS/MND) will be necessary to complete the CEQA process. GEI will expand the existing Environmental Checklist by including a project description, preparing the mitigated negative declaration, completing the checklist sections for public/agency review, and compiling the mitigation monitoring and reporting program (MMRP). *GEI will submit a draft IS/MND to the County/MGE by August 30, 2019.*

Following team review of the draft IS/MND, GEI will prepare the required noticing (Notice of Completion) and submit 15 CD copies of the public review draft IS/MND to the State Clearinghouse to initiate the 30-day public/agency review period. Following review, GEI will incorporate any comment letters received and prepare a final IS/MND for County staff. Consistent with CEQA guidelines, GEI does not anticipate providing detailed responses to comment letters received during the 30-day review period.

Task 2.2. Assumptions

- As confirmed with the Great Basin Unified Air Pollution Control District, no air quality modelling will be required to quantify air quality/greenhouse gas emissions resulting from construction of the project.

www.geiconsultants.com

GEI Consultants, Inc.
10860 Gold Center Drive, Suite 350, Rancho Cordova, CA 95670
916.631.4500 fax 916.634.4501

- Any additional Native American consultation activities consistent with AB 52, will be provided by County staff.
- GEI will provide County staff/MGE with a PDF/word version and up to 20 CD copies of the IS/MND (including attachments). Any additional paper copies (or mailing) of the IS/MND will be provided by the County.

On behalf of GEI, we thank you for the opportunity to present this information to you. We trust you will find this information adequate for your review. Should you need additional information or have any further questions, please do not hesitate to give me a call at (916) 631-4500.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "RW.", is positioned above the printed name.

Ray Weiss

ATTACHMENT B1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
MGE ENGINEERING INC
FOR THE PROVISION OF ENGINEERING AND DESIGN SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

The Schedule of Fees is amended to include the job classification of Associate Bridge Engineer to the approved job classifications for MGE Engineering Inc., with an initial hourly rate of \$54.00/hour, and subject to the anticipated salary increases described in Attachment B to the Contract.

The consultant shall be compensated at the rates shown in GEI Consultants' proposal dated August 9, 2019 for the added scope of work described in Attachment A-1. Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, materials and other incidentals to perform all work described in Attachment A-1. The costs shown in the proposal are estimates of probable cost incurred by the consultant. The total compensation to be provided shall be for actual work performed, and shall not exceed the total contract amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed **Prime Consultant** **Subconsultant** 2nd Tier Subconsultant
Consultant **GEI Consultants Inc.**
 Project No. North Round Valley Road Bridge Contract No. Inyo County #156 Date 8/9/2019

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Senior Professional	Ray Weiss	24	\$62.80	\$1,507.20
Document Specialist	Charisse Case	6	\$35.24	\$211.44
Administrative Assistant	Sonia Klingensmith	2	\$23.00	\$46.00
		0	\$55.68	\$0.00
		0	\$30.96	\$0.00
		0	\$23.48	\$0.00
		0	\$46.80	\$0.00
		0	\$43.28	\$0.00
		0	\$39.44	\$0.00
		0	\$35.24	\$0.00
		0	\$41.48	\$0.00

LABOR COSTS

32

a) Subtotal Direct Labor Costs \$1,764.64
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$1,764.64

INDIRECT COSTS

d) Fringe Benefits (Rate: 92.52%) e) Total Fringe Benefits [(c) x (d)] \$1,632.64
 f) Overhead and G&A (Rate: 102.19%) g) Overhead [(c) x (f)] \$1,803.29
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$3,435.93

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j) x (q)]** \$520.06

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
			\$	\$
				\$ -
				\$ -
				\$ -
			\$	\$

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

	\$
	\$
	\$
	\$
	\$
	\$

m) TOTAL SUBCONSULTANTS' COSTS \$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$0.00

TOTAL COST [(c) + (j) + (k) + (n)] \$5,720.63

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$1,764.64	Total Hours per Cost Proposal 32	=	Avg Hourly Rate \$55.15	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$55.15	+	3.5%	=	\$57.08	Year 2 Avg Hourly Rate
Year 2	\$57.08	+	3.5%	=	\$59.07	Year 3 Avg Hourly Rate
Year 3	\$59.07	+	3.5%	=	\$61.14	Year 4 Avg Hourly Rate
Year 4	\$61.14	+	3.5%	=	\$63.28	Year 5 Avg Hourly Rate
Year 5	\$63.28	+	3.5%	=	\$65.49	Year 6 Avg Hourly Rate
Year 6	\$65.49	+	3.5%	=	\$67.79	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	32.0	=	32.0	Estimated Hours Year 1
Year 2	0.00%	*	32.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	32.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	32.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	32.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	32.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	32.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$55.15	*	32.0	=	\$1,764.64	Estimated Hours Year 1
Year 2	\$57.08	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$59.07	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$61.14	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$63.28	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$65.49	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$1,764.64	
	Direct Labor Subtotal before Escalation			=	\$1,764.64	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Phil Dunn Title *: Vice President
Signature : *Phillip L. Dunn* Date of Certification (mm/dd/yyyy): 8/9/2019
Email: pdunn@geiconsultants.com Phone Number: (916) 631-4500
Address: 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.
FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Engineering and Design services of MGE Engineering, Inc. (hereinafter referred to as "Consultant"), 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 Consultant 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 Consultant to perform under this Agreement will be made by the Director of Public Works,
Clint Quilter. Requests to the Consultant 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 Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant 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 Consultant 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, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 10, 2018 to June 30, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From July 01, 2021 through June 30, 2022
- B. From July 01, 2023 through June 30, 2024

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant 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 Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works, Clint Quilter. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant 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 \$ 447,568.18 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ 447,568.18 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing 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 hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant 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 Consultant 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 Consultant's when it is anticipated that total annual payments to Consultant 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant'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 Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure 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 Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County. Consultant 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 Consultant 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. Consultant 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. Consultant 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.

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant'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, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant 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 Consultant:

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

B. Consultant 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 Consultant in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Consultant shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, 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, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant 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. Consultant 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.

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

If the Consultant 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 Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

Consultant 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 Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant 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, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant 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-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant 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:		
	Public Works	Department
	P.O. Drawer Q	Address
	Independence, CA	City and State

Consultant:		
	MGE Engineering, Inc.	Name
	7415 Greenhaven Drive, Suite 100	Address
	Sacramento, CA	City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: 
Signature
DAN TETHEROFF
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 7-12-18

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

AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.
FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: _____
Signature

Print or Type 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

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCOPE OF WORK:

MGE Engineering, Inc. Of Sacramento, CA will be providing engineering services, including bridge and roadway engineering, environmental, hydrological and hydraulic analysis for the North Round Valley Bridge Replacement. The scope of work is described in detail in the following pages.

Scope of Work

MGE's proposed *Scope of Work* is based upon experience gained in successfully completing bridge replacement and storm damage repair projects funded through State and Federal programs. The proposed work scope contains the elements described in the RFP. Additional services have been identified where warranted. A detailed project schedule is included with the project understanding to provide the requested timeline for completion of the tasks.

TASK 0 PROJECT MANAGEMENT, COORDINATION, AND QUALITY CONTROL

0.1 Communication and Coordination

MGE will maintain frequent contact with the County, stakeholders, and task leaders to keep the lines of communication open and to facilitate and ensure successful project delivery. This will include the following:

- Establishment and implementation of a project document/correspondence management and distribution system to assure that information flows between all parties of the Project as intended.
- Regular communication with the County's Contract Manager using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.
- Maintenance of a project contact list with names and contact information for all parties involved with the project including users and nearby property owners.
- Development and maintenance of a project document retention system, which will be transferred to the County upon Project completion or contract termination. The system will catalog and retain all significant project correspondence and work products in their native format.

0.2 Meetings

MGE will organize, schedule, and chair meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. MGE will prepare meeting agendas and minutes for all meetings. The agendas will be submitted to the County for review five (5) working days prior to the meeting. The minutes will be distributed to all attendees, non-attendees that were invited, and the County's Contract Manager within five (5) working days after the meeting. The minutes will include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and follow-up to action items. The following meetings in addition to the Project Scoping Meeting/Site Visit are anticipated for this project:

0.2.1 Project Development Team (PDT) Meetings

The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include MGE's Project Manager, consultant task leads as needed, County staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, MGE will facilitate and participate in up to six PDT meetings via teleconference.

0.2.2 Technical Coordination Meetings

MGE will coordinate technical issues with the County, Cal OES and others through meetings and correspondence. MGE will prepare for and facilitate up to two technical meetings via teleconference. MGE will also be available to attend and present information at the County's Board of Supervisors meeting if needed. MGE will prepare special exhibits to illustrate the design concept and project limits at the appropriate design stages.

0.2.3 Community/Property Owner Meetings

MGE will participate in meetings organized by the County to present the need for the project, discuss alternatives and obtain input to evaluate alternatives and select a preferred alternative. These are expected to include community meetings and meetings, if necessary, with individual stakeholders and property owners. For community meetings, MGE will prepare handouts, exhibits, and comment forms for participants.

Following this meeting, MGE will prepare a document summarizing comments received along with detailed responses. The comments document will be provided to the County.

Deliverables: Meeting Agendas & Minutes

0.3 Project Schedule

To identify and manage the Project critical path, MGE will prepare a detailed project baseline schedule based on a work breakdown structure that will include all tasks of all parties involved in the Project and will take into account agency staff review time. The schedule will include the following information:

- Task dependencies as predecessors and successors;
- Anticipated task durations with beginning and end dates;
- Critical path with milestones; and
- Responsibility and accountability assignments.

A draft schedule will be submitted to the County for review and comments. MGE will update the schedule quarterly to manage/monitor work progress. After acceptance by the County, the approved schedule will be retained as the baseline. An updated schedule will be provided to the County with monthly Progress Reports.

To keep the completion of the project on schedule, MGE will clearly communicate task durations and deadlines to the project team, obtain buy-in from stakeholders regarding review durations, and keep a strong focus on critical path items. MGE will monitor and update the schedule monthly to track critical tasks and prioritize MGE's work effort to ensure that the key milestones are met.

Deliverables: Base Schedule & Schedule Updates

0.4 Invoices and Progress Reports

MGE will submit a Progress Report with each invoice requesting payment for work to date. The reports will include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the Project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues, and budget status.

Deliverables: Monthly Invoices & Progress Reports

0.5 Quality Control

MGE will develop a detailed Quality Control Plan (QCP) that assigns responsibility and calls out the procedures to be used to ensure that all deliverables (including drafts) are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected and back-checked. MGE will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with the scope of work and applicable standards. Transmittals for all deliverables will include the name(s) and contact information of the person(s) involved in ensuring quality deliverables.

A quality control/constructability field review will be undertaken by senior MGE staff using the 90% PS&E submittal package. Upon completion of the review, any required adjustments/edits will be incorporated into the Final Design along with addressing the comments received from the County on their review of the 90% PS&E submittal package. Results of the field review and corrective action taken will be documented in a brief report which will be provided to the County.

Deliverables: Quality Control Plan

0.6 Submittals

All submittals of documents by MGE to the County for review and comment/approval will include six hard copies, a compact disc or DVD which contains an electronic copy of the document in .pdf format. The text of the document will also be provided electronically in Microsoft Word or Excel format as appropriate.

MGE will provide the County a copy of all correspondence to and from other agencies or organizations regarding the project. MGE will copy the County on all correspondence to agencies, companies, or individuals. No correspondence or communication with agencies, companies, or individuals will be instigated by MGE or subconsultants without prior authorization by the County.

Plans submitted by MGE for County review and comment/approval will be plotted or printed on 22" x 34" sheets and all scales shall be graphical. Final plan submittals will be provided on 22" by 34" mylar sheets. Each final plan sheet will be stamped and signed by the responsible professional engineer. Construction drawings will be prepared "true scale" to facilitate their use for construction staking. Coordinate systems of all digital data for plans and drawings will be based on the coordinates/bearings used in the survey control. A compact disc or DVD including the plans in .pdf format shall be provided with each plan set. Final plan set submittals will also include the AutoCAD drawing files on compact disk or DVD.

TASK 1 PRELIMINARY ENGINEERING STUDIES AND REPORTS

1.1 Project Scoping Meeting/Site Visit

MGE, together with selected subconsultants, will attend and prepare minutes of an initial scoping meeting with the County staff, Cal OES representatives, and others as appropriate. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. This initial meeting will help to ensure that everyone on the project team is on the same page and functioning with the same understanding regarding project delivery and execution. Included as part of the scoping meeting will be a site visit to discuss the alternatives identified in the Inspection Memorandum prepared for the project, and identify constraints that need to be considered in the selection and development of the preferred alternative for the project.

Deliverables: Meeting Agenda & Minutes

1.2 Surveys and Mapping

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400' at each end of the roadway; and channel cross sections up and down stream, extending 300-400' above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

1.3 Hydrology/Hydraulics

MGE with support from Avila & Associates will complete the needed studies and analyses, and prepare the Bridge Design Hydraulic Study Report.

1.3.1 Data Review and Coordination

A review of available data, including previous studies provided by the County, will be completed by the Project Team. Key information to review will be the available hydrologic, hydraulic, and operational data for Pine Creek, Caltrans Bridge Inspection Reports, and County maintenance records.

1.3.2 Field Reconnaissance

A field reconnaissance will be conducted to assess the existing conditions in the vicinity of the Project. The field reconnaissance will be conducted on the day of the project scoping meeting.

1.3.3 Hydrologic Analysis

Preliminary research of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) showed that the project is located within a Zone A floodway. The Project Team will coordinate with the County and US Bureau of Reclamation to confirm the design flows at the Project site.

1.3.4 Hydraulic Analysis

A hydraulic analysis will be completed to determine design flow characteristics for the existing condition and the proposed bridge. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. MGE and Avila will coordinate with the Project Team to obtain the surveyed channel cross sections for building the hydraulic models. The proposed bridge should be designed to meet Federal Highway Administration and the County's freeboard requirements.

1.3.5 Bridge Location Hydraulic Study

A Bridge Location Hydraulic Study will be completed to provide a floodplain risk assessment for the bridge. The Bridge Location Hydraulic Study Memo, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Deliverables: Bridge Location Hydraulic Study Memo (Draft and Final – 2 hard copies and PDF file)

1.3.6 Scour Analysis

A bridge scour analyses will be completed to determine the scour potential per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. Results of the analysis will include recommendations on the need for scour countermeasures.

1.3.7 Bridge Design Hydraulic Study Report

A Bridge Design Hydraulic Study Report will be prepared to summarize the recommendations and results from the hydraulic and scour analyses. The report will include all the detailed hydraulic model outputs and results from the scour analysis.

Deliverables: Bridge Design Hydraulic Study Report (Draft and Final – 2 hard copies and PDF file)

1.4 Geotechnical/Foundation Investigation

The general project area is mapped as Quaternary alluvium deposits. Based on past performance of the channel and existing bridge, scour will pose a significant geotechnical risk to foundations. No known faults cross the project site; however, the area has the potential for high design seismic accelerations. If relatively shallow groundwater is encountered, liquefaction and seismically induced settlement may pose a potential geotechnical risk. Additionally, when liquefaction occurs on sloping ground, or adjacent to a free face (such as canal or river bank), it can cause the overlying soil to shift or spread toward the free face (lateral spreading).

1.4.1 Preliminary Foundation Report (PFR)

Kleinfelder will prepare a PFR for the site to assist in the conceptual planning, type selection, and preliminary engineering process. Log of Test Borings for the existing bridge along with published geologic maps, preliminary project data and site review/reconnaissance will be utilized in the development of the PFR.

Pre-field Activities

- Obtain an encroachment permit from Inyo County.
- Obtain a Test Well Permit from Inyo County Environmental Health
- Perform site reconnaissance to review project limits, evaluate potential access issues, and mark the exploratory boring locations for required USA utility clearance.
- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform exploratory borings at each bridge support. Exploration depths are anticipated to extend to depth of about 70 feet, depending on foundation material type and consistency.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with excavated soil cuttings upon completion.

Laboratory Testing Program

- Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Typical tests include:
- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Modified Proctor, ASTM D1557
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Resistance Value, California Test Method No. 301
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

1.4.2 Engineering Analysis and Report Preparation

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a PFR will be prepared, followed by a final Foundation Report (FR) once all review comments have been received. Both reports will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009). The PFR will provide comments to assist in type selection and preliminary design. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the reports:

- A description of the proposed project
- Discussion of the field and laboratory testing programs
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7
- Foundation recommendations will consider effects of erosion, scour, and degradation from the project hydraulic analysis
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate
- Recommended design and specified tip elevations for pile foundations, if appropriate.
- Recommendations for design of laterally loaded piles, if appropriate
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls
- Comments on the corrosion potential of foundation soil

Deliverables: Preliminary & Final Foundation Reports (2 hard copies and PDF file)

1.5 Preliminary Engineering Studies

MGE will complete preliminary bridge and roadway engineering based upon recommendations included in the Inspection Memorandum prepared for the project. The results will be incorporated into a Bridge Type Selection Report. The Report will include a General Plan sheet for the recommended bridge alternative, roadway Layout and Profile sheets. Also included will be an Engineer's preliminary construction cost estimate, evaluation of alternatives, and a recommended alternative. A draft of the Report will be submitted for review and approval by the County. The approved Report will be the basis for the environmental review and final design.

1.5.1 Type Selection Report

Type Selection Report completion will include, but not be limited, to the following:

- **Alternative Development** - MGE will evaluate multiple alternative bridge configurations/types including associated approach roadway alignment/profile and estimated construction cost for each alternative.
- **Environmental Constraints Analysis** - An environmental constraints analysis will be prepared for each alternative under consideration.
- **Draft Type Selection Report** - MGE will complete a draft Type Selection Report to present design and construction considerations, and bridge alternatives with construction costs to facilitate selection of a preferred project for design and construction. The draft Preliminary Report will include:

General description of the project	Roadway geometry and typical section
Traffic Control	Approach roadways
Right-of-Way (permanent and temporary easements)	Drainage
Utilities	Design Exceptions
Hydraulics requirements	Geotechnical requirements
Construction access	Aesthetic requirements
Bridge railings	Environmental (including fisheries) requirements
Bridge and alignment alternatives, associated costs, and advantages	Project recommendations
Appendices including: Bridge Advance Planning Studies, Alternative Cost Estimates, Photographs, draft Preliminary Foundation Report, draft Bridge Design Hydraulic Study Report, and draft Location Hydraulic Study.	

The draft report will also include an analysis of the programmed funding in comparison to the anticipated costs of the Project and, if necessary, provide a discussion of means to justify the need for and to request additional funding.

MGE will submit the draft Report to the County for review and comment on the selection of a preferred alternative.

- **Final Type Selection Report** - MGE will prepare a final Report that includes the incorporation and/or resolution of all County comments on the draft Report.

Deliverables: Draft & Final Type Selection Reports (2 hard copies and PDF file)

1.6 Field Review/Early Coordination Meeting

MGE will participate with the County in a Field Review/Early Coordination Meeting with Cal OES and other stakeholders as appropriate. Participants from the MGE team will include the Project Manager, and key engineering members of the team. Prior to the meeting MGE will prepare appropriate exhibits and handouts. Should a preferred alternative remain to be selected, an exhibit will be prepared showing the alternatives under consideration.

Deliverables: Meeting Agenda & Minutes

TASK 2 ENVIRONMENTAL AND REGULATORY PERMITS

2.1 Prepare Project Description and Identify Project Site Limits

Working with the project team, GEI will accomplish the following activities:

- Define project objectives.
- Provide background statement for a finding of exemption.
- Develop project description/site limits map (i.e., Area of Potential Effect).

GEI will coordinate with MGE to prepare a project description for use in the CEQA notice of exemption and for any regulatory permit applications required for the project. Preliminary site plans and conceptual design drawings will be incorporated into the project description to the extent they are available. In addition to describing the design features of the proposed replacement structure, the project description will identify construction timing, equipment needs, and staging area locations. A brief background and a statement of reason supporting the County's notice of exemption will also be prepared.

Using design details in a CAD (or similar) format, GEI will prepare a site limits or Area of Potential Effect (APE) map that identifies key project features (such as staging areas, scour measure locations, etc.). The site limits or APE map will be used to prepare the Section 106 Technical Report and the Biological Resources Memo necessary to complete the regulatory permit applications (see **Task 2.3** below).

Project Coordination, Project Development Team Meetings, QA/QC, and Public Hearing

In addition to a project kick-off/site visit at the County, our scope includes participation at 3 project development team meetings, and a public meeting or Board of Supervisor meeting to address the environmental impacts of the proposed project.

Public Workshop: While not required, GEI staff are available to participate in an optional public workshop to present/discuss the potential environmental impacts of the proposed project with the community. The workshop would be at a location selected by the County/project team. GEI would also be available to provide presentation graphics for the workshop.

Deliverables

- Project Description (and supporting graphics), draft and final: one (1) PDF/Word version file.
- Background Statement, draft and final: 1 PDF/Word file.
- Site Limits (APE Map), draft and final: 1 PDF/Word file.

2.2 Prepare CEQA Notice of Exemption

Inyo County Board of Supervisors Resolution #2017-15 proclaimed the existence of a local emergency resulting from the run-off potential of near-record snowpack in the Eastern Sierra. With this intent and the subsequent Governor's Proclamation (dated October 27, 2017), the proposed project meets the Statutory Exemption requirements consistent with CEQA Guidelines 15269, as an emergency project. As a statutory exemption, the proposed project is excluded from CEQA consideration as defined by the State Legislature; however, the project must still comply with other state, local or federal laws that may be applicable to the proposed project.

GEI will prepare the notice of exemption using the project description and background statement prepared under **Task 2.1**. The notice will include a finding of the project's exemption, citations to the applicable exemption under CEQA, and a brief statement of reasons supporting the finding of exemption. While not required, the CEQA initial study checklist will also be used to identify the potential for any environmental impacts resulting from the project.

AB 52 Consultation: In preparing the cultural resources technical memo, a GEI tribal specialist will contact the Native American Heritage Commission (NAHC) and conduct initial coordination activities (i.e. file review and letters to tribal contacts), after consulting County staff. Based on the outcomes of this initial outreach, GEI is available to assist the County with any additional tribal coordination consistent with AB 52 compliance.

Deliverables

- Statutory Exemption Memo, draft and final: 1 PDF/Word file.
- Initial Study Checklist, draft and final: 1 PDF/Word file.
- AB 52 Coordination.

2.3 Prepare and Submit Regulatory Permits

Task 2.3-1: Prepare Section 106 Technical Report

Before the field surveys are conducted, existing documentation pertinent to cultural resources within the project area will be reviewed. GEI will conduct a records search for the project area. A GEI architectural historian and a GEI archaeologist will review previously completed environmental documents to establish the extent to which any previous work was conducted within the proposed project area. A limited desktop geoarchaeological study will be included as part of the background research conducted for the project.

review of previous archaeological survey and excavation reports, archaeological site records and formal property listings on file at the Eastern Information Center (EIC) of the California Historical Resources Information System. The collection of existing information on archaeological surveys, excavations and site records and mapped historical data for the project area (and a one-half mile radius) may be supplemented with additional research.

GEI will initiate contact with the Native American Heritage Commission (NAHC), to request a search of the Sacred Lands Files and a list of suitable Native American tribal representatives from the region. GEI will contact each individual/group on the list with a letter and follow-up phone calls to solicit any information or concerns that they might have regarding the project area. Similarly, GEI will contact any appropriate historical societies with knowledge of the area.

GEI's archaeological team, which includes Registered Professional Archeologists (RPAs) who meet the SOI's Professional Qualifications Standards, will conduct a pedestrian survey of areas of ground-disturbance, proposed parking areas, and staging areas.

Within 1 week of completing the archaeological survey, our archaeologists will prepare a brief email detailing the results of the archaeological survey.

A cultural resources survey technical report, combining archaeology and architectural resources, will be prepared under the supervision of a senior archaeologist who meets the SOI Professional Qualifications Standards. The technical report will include a statement of findings and management recommendations for any identified historic resources and the need for monitoring during ground-disturbing activities.

Deliverables & Assumptions

- Email of archaeological survey results.
- Draft Cultural Resources Survey Technical Report: 1 PDF/Word file.
- Final Cultural Resources Survey Technical Report 1 PDF/Word file.
- Field crew will consist of two archaeologists.
- Survey area will be less than 8 acres and will take one day complete.
- No archaeological resources or other significant resources will be identified in the project area.

- Evaluation of the built-environment resources is not anticipated for this project and therefore not included in this scope of work.

Task 2.3-2: Prepare Biological Resources Technical Memo

GEI biologists will review the U.S. Fish and Wildlife Service species list and California Natural Diversity Database, as well as previous environmental reports in the project vicinity (if any) for information on potential occurrence of special-status species in the project area; existing National Wetland Inventory maps; topographic maps and aerial photographs; and soils information (soil survey soil types in Geographic Information System (GIS) format). Following the literature review, a biological resources reconnaissance survey will be conducted. The survey will consist of a one-day site visit to assess and map habitats in the project area and look for special-status species that may be present. Habitat data will be recorded in the field using GPS and will be mapped using GIS for further analysis and planning. The results of the biological resources survey and literature review will be included in a technical memorandum that will be used to support environmental permit applications.

Deliverables & Assumptions

- Biological Resources Technical Memorandum, draft and final: 1 PDF/Word file.
- After preliminary review of literature and databases on potential occurrence of special-status species in the project area, it is assumed that the project area does not support habitat for federally-listed species. Therefore, biological resources permitting under Section 7 of the Endangered Species Act is not included in the scope of work.
- Field crew will consist of two biologists.
- Survey area will be less than 8 acres and will take one day to complete.

Task 2.3-1: Prepare Wetland Delineation Report

The proposed project activities are anticipated to affect Pine Creek, which is a potential water of the United States subject to regulation under Sections 404 and 401 of the Clean Water Act (CWA) and a water of the State subject to regulation under the Porter-Cologne Water Quality Act. Additional features (e.g., seasonal wetlands, riparian habitat, etc.) that may also be subject to regulation have the potential to occur within the project area and may be affected by project activities. To support planning and permitting of project activities, GEI will conduct a wetland delineation to determine the presence and limits of jurisdictional features (waters of the United States and waters of the State).

GEI will conduct a wetland delineation along Pine Creek consisting of an area 100 feet north and south of the existing bridge and 200 feet upstream and downstream of the bridge. GEI will complete the delineation and prepare a draft and final Wetland Delineation Report for the project, which will include a wetland map showing the exact extent and location of all potentially jurisdictional waters of the United States. This map will be prepared in accordance with U.S. Army Corps of Engineers (USACE) (1987) multi-parameter methodology and 2008 Regional Supplement for the Arid West requirements. The preferred base map for this effort is a recent aerial photograph (minimum scale of 1 inch = 200 feet). The Wetland Delineation Report would also summarize the delineation methodology, existing site conditions, and findings.

Following review of the Wetland Delineation Report by the County, it will be submitted to USACE as part of the CWA Section 404 permit application (see Task 2). If necessary, a GEI wetland biologist will attend a field verification with USACE and make one update to the Wetland Delineation Report based on USACE comments. It is assumed that USACE will issue a preliminary jurisdictional determination based on the Wetland Delineation Report as part of the issued permit process.

Deliverables

- Wetland Delineation Report, draft and final: 1 PDF/Word file and 1 paper copy.

The deliverable will be provided to the County electronically and one hardcopy of the final report will be submitted to USACE.

Task 2.3-2: USACE Clean Water Act Section 404 Nationwide Permit Package

It is assumed the proposed project would require a Clean Water Act Section 404 permit to support construction of a new bridge and stabilization of the creek bank around the bridge footprint. GEI assumes the project activities would qualify for authorization under USACE Nationwide Permit (NWP) No. 14 (Linear Transportation Projects). NWP No. 14 authorizes activities associated with construction, expansion, modification, or improvement of linear transportation projects within waters of the United States. USACE verification of authorization under NWPs requires submittal of a pre-construction notification (PCN) package. GEI will prepare and submit a pre-construction notification package to USACE, Los Angeles District. The PCN package will include, but is not limited to, a complete project description; assessors' parcel numbers; project schedule; at least 30% design drawings (in AutoCAD or GIS); calculations of the volume of materials to be excavated from waters of the U.S.; plans showing the project staging areas, access roads, and spoil and dewatering areas; and a description of construction methods.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with USACE will be conducted following submittal of the PCN packages.

Deliverables & Assumptions

- One Clean Water Act Section 404 PCN Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to USACE.

Task 2.3-3: RWQCB Section 401 Water Quality Certification Application

By federal law, those seeking a federal permit (i.e., CWA Section 404) must submit an application to RWQCB for a Water Quality Certification (WQC) in accordance with CWA Section 401. As part of the WQC application package, GEI will calculate impacts to waters of the United States and State, calculate the WQC application fee which is based on the Dredge and Fill Fee Calculator, and describe the construction techniques and methods to minimize or avoid excessive erosion, turbidity, and other adverse water quality effects. CEQA must be completed prior to RWQCB issuing a WQC. It is assumed that the WQC application fee will be paid by the County.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with RWQCB will be conducted following submittal of the WQC application package.

Deliverables & Assumptions

- One Clean Water Act Section 401 Application, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to the RWQCB.

Task 2.3-4: California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement

All diversions, obstruction, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake in California is subject to the regulatory approval of CDFW, pursuant to Section 1602 of the California

Fish and Game Code. An applicant must submit a notification to CDFW for a streambed alteration for any project that may result in an impact to a river, stream, or lake or associated riparian habitat. A notification is required for both direct impacts and indirect impacts. Because the proposed project is assumed to result in some work to repair and restore the condition of Pine Creek around the bridge location, GEI will submit a complete notification package to the CDFW Inland Desert Region (No. 6). The notification package will include completion of Form FG 2023, payment of the filing fee (GEI will calculate the fee and it is assumed the County will pay for the processing fee), quantification of riparian trees and vegetation to be removed as part of the project, and other supporting information from the Section 404 and WQC applications. CEQA must be completed prior to CDFW issuing a Streambed Alteration Agreement.

One agency meeting will be attended by GEI staff to discuss project characteristics, permit requirements, and permitting schedules, if required. Additional telephone/email coordination with CDFW will be conducted following submittal of the notification package.

Deliverables & Assumptions

- One CDFW Section 1602 Notification Package, draft and final: 1 PDF/Word file.
- County will provide application fees and be responsible for mitigation costs.

Deliverables will be provided to the County electronically and two hard copies will be provided to CDFW.

TASK 3 60% PLANS, SPECIFICATIONS, AND ESTIMATES

Upon obtaining environmental clearance for the project, MGE will prepare the complete 60% PS&E (unchecked details) package for review by the County. Completion of the 60% PS&E will include completion of the following subtasks:

3.1 Bridge Design

MGE will complete the design calculations for the new structure in accordance with current Caltrans Bridge Design Specifications, Seismic Design Criteria, Bridge Design Aids, and Memos to Designers. The design will be based on the current AASHTO LRFD Bridge Design Specifications with Interims and Caltrans amendments as well as the 2015 Standard Plans. The design will incorporate recommendations from the Design Hydraulics Study Report and the Bridge Foundation Report. A full set of detailed bridge plans will be prepared, including, as necessary; General Plan, General Notes and Deck Contours, Foundation Plan, Abutment Layout, Abutment Details, Typical Section, Girder Layout & Reinforcement, Rock Slope Protection Details, Miscellaneous Details, and Log of Test Borings sheets.

3.2 Approach Roadway and Civil Design

MGE will complete the approach roadway design, traffic control, and associated civil design details in accordance with the County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets", Manual of Uniform Traffic Control Devices (MUTCD) and Caltrans Highway Design Manual. A full set of detailed approach roadway and civil plans will be prepared including, as necessary; Title Sheet, Typical Cross Sections, Layout, Plan and Profile, Construction Details, Traffic Control Plan and Detour, and Erosion Control Plan sheets.

3.3 Contract Item List and Draft Special Provisions

MGE will develop a contract item list and prepare draft special provisions required for construction of the project using the Caltrans 2015 Standard Special Provisions (SSP's).

3.4 Construction Quantities and Cost Estimate

MGE will calculate construction quantities in accordance with standard Caltrans practice and specifications, and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by the County or included in the latest Caltrans Cost Data.

3.5 Quality Control/Constructability Review

MGE will perform a quality control and constructability review of the draft 60% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction.

3.6 60% PS&E Submittal

MGE will submit the 60% plans, draft special provisions, and construction cost estimate for County review and comment. At the time of submittal MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables: Plans, Special Provisions & Cost Estimate (2 hard copies and PDF file)

3.7 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting to discuss review comments from County staff and others as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. It is anticipated the meeting will be a teleconference. MGE will incorporate into the 90% design such reasonable changes as the County deems appropriate as a result of County's review processes and impact of the budget or engineer's estimate.

Deliverables: Meeting Minutes

3.8 Final Determination of Right-of-Way Needs

MGE will develop drawings showing needed right-of-way takes and easements, both temporary and permanent. It is not anticipated that acquisition of additional right-of-way will be required other than temporary construction easements. The drawings will incorporate any changes resulting from the 60% PS&E review by the County. Included on the drawings will be ties to survey control established for the project. Also shown on the drawings will be temporary construction staging areas necessary to facilitate construction of the project.

Deliverables: Temporary Construction Easement Maps (hard copies and PDF file)

TASK 4 90% PLANS, SPECIFICATIONS, AND ESTIMATES

MGE will prepare a 100% complete PS&E package as the 90% PS&E submittal for review by the County. This submittal will include revisions based on comments from the County. Completion of the 90% PS&E submittal package will include completion of the following subtasks:

4.1 Review and Respond to County Review Comments

MGE will review and respond to all County review comments with regard to the 60% submittal. All comments will be resolved through discussions with the County prior to preparing the 90% PS&E submittal package.

4.2 Design Coordination Meeting

MGE will meet with County staff to discuss environmental mitigation measures, permit requirements, and comments from the public and that will need to be addressed during completion of the final design, and agree upon the schedule for completion of the final design.

4.3 Bridge Design

MGE will prepare 100% complete bridge design details and calculations considering the results of the Independent Design Check (IDC) and the County's review comments.

4.4 Independent Design Check (IDC)

As part of the preparation of the 100% bridge design, an experienced bridge design engineer from MGE not otherwise involved in the design of the project will complete an IDC of the bridge plans in accordance with Caltrans standard practice.

4.5 Approach Roadway and Civil Design

MGE will prepare the 100% complete approach roadway design and associated civil plans considering the County's review comments.

4.6 Utility Conflict Plans

Utility Conflict Plans (UCP) showing needed utility relocations, if any, will be provided to the County for distribution to utility agencies/owners. No utility facilities were noted on the existing bridge. Where possible the project design will incorporate accommodations for future utility relocations.

4.7 90% Special Provisions

MGE will finalize the contract item list and update the draft edited special provisions for the project using the Caltrans 2015 Standard Special Provisions (SSP's) for incorporation into the final bid documents. This task also includes editing and combining the standard County construction contract provisions (provided by the County) with the edited SSP's to produce a complete draft bid document for County review.

4.8 Construction Quantities and Cost Estimate

MGE will prepare a check set of quantity calculations in accordance with standard Caltrans practice. Any quantity discrepancies will be resolved prior to finalizing the quantities for use in the preparation of the 90% construction cost estimate for the project.

4.9 Quality Control Review

MGE will perform a quality control review of the 90% plans, specifications, and construction cost estimate. Results of this review will be transmitted to the responsible engineers involved for resolution and corrections prior to submittal to the County of the 90% PS&E.

4.10 90% PS&E Submittal

MGE will compile the 90% PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for review and comment. The IDC Report and quantity calculations will also be submitted for County review. At the time of submittal, MGE will work with the County to set the date for a review meeting with the County and other agencies as appropriate.

Deliverables: Plans, Special Provisions, Cost Estimate, IDC Report, & Quantity Calculations (2 hard copies and PDF files)

4.11 Review Meeting

MGE, including project manager and lead design engineers, will participate in a meeting (via teleconference) to discuss review comments from County staff and other agencies as appropriate. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the County as requiring additional explanation beyond that provided at the meeting. Upon the request of County, MGE will incorporate into the subsequent design such reasonable changes as County deems appropriate as a result of County's review processes.

Deliverables: Meeting Minutes

TASK 5 FINAL PLANS, SPECIFICATIONS, AND ESTIMATES FOR ADVERTISEMENT.

5.1 Review and Respond to County Comments

MGE will review and respond to all County comments with regard to the 90% Plans, Specifications, and Estimates submitted for final review. All comments will be resolved through discussions with the County prior to preparing the final PS&E for Advertisement.

5.2 Final Plans, Specifications and Estimate

MGE will incorporate into the final plans, specifications and estimate all changes required resulting for the County review. In addition changes required to address regulatory permit requirements will be incorporated into the final plans and special provisions.

5.3 Final Plans, Specifications and Estimate Submittal

MGE will compile the final PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the County for approval. The final PS&E submittal deliverables will include the following:

- Half-size and full-size plans including electronic files used to generate the plans formatted for the current version of AutoCAD, as well as a .pdf version.
- Design and independent design check calculations stamped and signed by the responsible Professional Engineers.
- Reproduction ready contract Special Provisions, Notice To Contractors, Proposal and Contract, including electronic MSWord and .pdf files.
- Final construction quantity and check quantity calculation books
- Final construction cost estimate
- Anticipated construction schedule
- Resident Engineer's File prepared in accordance with Caltrans guidelines including 4-Scale deck contour plots.

All electronic files will be submitted on DVD.

TASK 6 DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION

6.1 Bidding Phase Support

MGE will prepare and submit to the County for review and approval any addenda deemed necessary. An electronic copy of addenda items will be furnished to County. MGE will also provide the following services to the County during the bidding of the project:

- Provide information and assistance to the County in answering questions from bidders as required
- Provide assistance with necessary plan changes to issue as addendums during the bidding period
- Attendance at pre-bid conference
- Review bids for accuracy, compliance with Contract Documents and provide recommendation for award
- Assist County in evaluating the bids received to identify and explain significant differences, if any, between Consultant's engineer's estimate and the low bid.

6.2 Design Support during Project Construction

MGE will provide the following services to the County upon request during project construction:

- Provide consultation and interpretation of contract plans and specifications
- Assist with preparation of contract change orders
- Provide written responses to Contractor's Request for Information (RFI)
- Attend pre-construction meeting
- Review falsework plans, shop plans, and other required submittals
- Review and approve or disapprove all contractor submittals for project. For disapproved submittals, provide an explanation of deficiencies
- Participate in site visits as requested

MGE will, upon request of the County, prepare "As-Built" Record Drawings following completion of construction of the project based upon marked up plans furnished by the County showing any changes made during construction.

TASK 7 (OPTIONAL) RIGHT-OF-WAY

7.1 Appraisal (Optional Subtask)

Bender Rosenthal Inc. (BRI) will prepare an appraisal for the temporary construction easement needed to complete the construction of the project. The appraisal will be developed in compliance with USPAP standards. This task will also include an independent review appraisal to comply with Caltrans and FHWA policies.

7.2 Acquisition (Optional Subtask)

BRI will prepare the necessary documents, conduct negotiations with the property owner, and provide escrow support and file close out for the acquisition work. This task assumes that a Preliminary Title Report is not needed as permanent rights are not being transferred.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND MGE Engineering, Inc.

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF FEES:

Consultant shall be compensated at the rates shown in the MGE Engineering, Inc. of Sacramento, California Cost Proposal Sheet, as shown in the Schedule of Fees for the services described in Attachment A to the contract, Scope of Work.

Payment for the rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to preform all work deccribed in Attachment A to the contract, Scope of Work.

The costs shown in this attachment are estimates of probable costs incurred by the Consultant. The total compensation to be provided shall not exceed the total contract amount, subject to such adjustments as may be made by properly approved amendments to the contract.

EXHIBIT B Page 1 OF 3

Note: Mark-ups are Not Allowed
 Consultant _____ X Prime Consultant _____ Subconsultant _____ 2nd Tier Subconsultant _____
 MGE Engineering, Inc.
 Project No. _____ Contract No. _____ Date 6/1/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Robert Sennett	298	\$86.00	\$25,628.00
Supervising Civil Engineer	Stephen Hawkins	67	\$66.00	\$4,422.00
Senior Bridge Engineer (Design)	Wesley Sennett	466	\$53.00	\$24,698.00
Senior Civil Engineer (H&H & C)	Brad Reichel	294	\$50.00	\$14,700.00
Senior Bridge Engineer (IDC)	Diane Wang	118	\$62.00	\$7,316.00
Senior Bridge Engineer (QC & Constructability Review)	Joe Seimers	24	\$62.00	\$1,488.00
CAD Technician	Staff	406	\$40.00	\$16,240.00
Administrative Assistant	Staff	136	\$28.00	\$3,808.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$98,300.00
 b) Anticipated Salary Increases \$3,390.96
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$101,690.96

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.00%) e) Total Fringe Benefits [(c) x (d)] \$45,760.93
 f) Overhead (Rate: 125.00%) g) Overhead [(c) x (f)] \$127,113.70
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$172,874.63

FIXED FEE 10.00% **k) TOTAL FIXED FEE [(c) + (j)] x (q)]** \$27,456.56

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1600	Miles	\$ 0.545	\$ 872.00
Special Deliveries	6	Each	\$ 25.00	\$ 150.00
Reproduction	LS	N/A	N/A	\$ 550.00
			\$	\$
			\$	\$

l) TOTAL OTHER DIRECT COSTS \$ 1,572.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Avila & Associates	\$ 3,493.17
GEI	\$ 71,417.02
Kleinfelder	\$ 42,699.76
ROAnderson	\$ 13,064.09
Bender Rosenthal	\$ 13,300.00
m) TOTAL SUBCONSULTANTS' COSTS	\$ 143,974.04

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$145,546.04

TOTAL COST [(c) + (j) + (k) + (n)] \$447,568.18

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT B Page 2 of 3

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal \$98,300.00	Total Hours per Cost Proposal 1809	=	Avg Hourly Rate \$54.34	5 Year Contract Duration Year 1 Avg Hourly Rate
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2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$54.34	+	3.5%	=	\$56.24	Year 2 Avg Hourly Rate
Year 2	\$56.24	+	3.5%	=	\$58.21	Year 3 Avg Hourly Rate
Year 3	\$58.21	+	3.5%	=	\$60.25	Year 4 Avg Hourly Rate
Year 4	\$60.25	+	3.5%	=	\$62.36	Year 5 Avg Hourly Rate
Year 5	\$62.36	+	3.5%	=	\$64.54	Year 6 Avg Hourly Rate
Year 6	\$64.54	+	3.5%	=	\$66.80	Year 7 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	18.00%	*	1809.0	=	325.6	Estimated Hours Year 1
Year 2	66.00%	*	1809.0	=	1193.9	Estimated Hours Year 2
Year 3	16.00%	*	1809.0	=	289.4	Estimated Hours Year 3
Year 4	0.00%	*	1809.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1809.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	1809.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	1809.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$54.34	*	325.6	=	\$17,694.00	Estimated Hours Year 1
Year 2	\$56.24	*	1193.9	=	\$67,148.73	Estimated Hours Year 2
Year 3	\$58.21	*	289.4	=	\$16,848.23	Estimated Hours Year 3
Year 4	\$60.25	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$62.36	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$64.54	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$101,690.96	
	Direct Labor Subtotal before Escalation			=	\$98,300.00	
	Estimated total of Direct Labor Salary Increase			=	\$3,390.96	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert Sennett Title *: Vice President
Signature :  Date of Certification (mm/dd/yyyy): 4/23/2018
Email: rsennett@mgeeng.com Phone Number: 916-421-1000
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prime Consultant for Engineering Services for North Round Valley Road Bridge (No. 48C0044) over Pine Creek

6.1	Bidding Phase Support	2	2						4	\$ 902.88							\$ 902.88
6.2	Design Support During Construction	40	16	60	8			16	4	144	\$ 26,219.16						\$ 26,219.16
	Task Total Hours	42	18	60	8	0	0	16	4	148	\$ 27,122.04						\$ 27,122.04
TASK 7	Right-of-Way (Optional Task)																
7.1	Appraisal										\$ -						\$ 7,150.00
7.2	Acquisition										\$ -						\$ 6,150.00
	Optional Task Total Hours	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,300.00
	Contract Total Hours	298	67	466	294	118	24	406	136	1,809	\$ 291,951.00	\$ 3,493.17	\$ 71,417.02	\$ 42,699.76	\$ 13,064.09	\$ 13,300.00	\$ 435,925.04
	Anticipated Salary Increases										\$ 10,071.14						\$ 10,071.14
	ODC										\$ 1,572.00						\$ 1,572.00
	Grand Total										\$ 303,594.14	\$ 3,493.17	\$ 71,417.02	\$ 42,699.76	\$ 13,064.09	\$ 13,300.00	\$ 447,568.18

EXHIBIT B

Note: Mark-ups are Not Allowed

Consultant: Avila and Associates Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. 44 North Valley Road Bridge over Pine Contract No. TBD Date: 4/22/2018
 Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Cathy Avila	16.0	\$87.96	\$1,407.36
Sr. Civil Engineer	Todd Remington	4.0	\$62.73	\$250.92
Environmental Services Mgr	Rachel Spadafore	0.0	\$60.35	\$0.00
Staff Engineer	Steve Jones	0.0	\$51.13	\$0.00
GIS Specialist	Neil Storey	0.0	\$70.78	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total		20.0		\$1,658.28

LABOR COSTS

a) Subtotal Direct Labor Costs	<u>\$1,658.28</u>
b) Anticipated Salary Increases	<u>\$0.00</u>
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	
	<u>\$1,658.28</u>

INDIRECT COSTS

d) Fringe Benefits (Rate):	<u>33.36%</u>	e) Total Fringe Benefits [(c) × (d)]	<u>\$553.20</u>
f) Overhead (Rate):	<u>22.99%</u>	g) Overhead [(c) × (f)]	<u>\$381.24</u>
h) General and Administrative (Rate)	<u>35.15%</u>	i) Gen & Admin [(c) × (h)]	<u>\$582.89</u>
		j) TOTAL INDIRECT COSTS [(e) +(g) + (i)]	<u>\$1,517.33</u>

FIXED FEE	k) [(e) + (j)] × Fixed Fee	<u>10%</u>	<u>\$317.56</u>
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs (supported by Consultant actual cost)		miles	\$0.57	\$0.00
Equipment Rental and Supplies (GPS unit per day)			\$100.00	\$0.00
Sheets (each), Test Holes (each), etc.				\$0.00
Subconsultant Costs (attach detailed cost proposal in same format as prime consultant)				\$0.00
Shipping and copies			\$50.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
l) TOTAL OTHER DIRECT COSTS				<u>\$0.00</u>

m) SUBCONSULTANT'S COSTS (add additional pages if necessary)			
Subconsultant 1:	_____	_____	
Subconsultant 2:	_____	_____	
Subconsultant 3:	_____	_____	
Tier Subconsultant 4:	_____	_____	
m) TOTAL 2nd TIER SUBCONSULTANT'S COSTS		<u>\$0.00</u>	
		(m)]	<u>\$0.00</u>
TOTAL COST [(e) + (j) + (k) + (m)]			<u>\$3,493.17</u>

- NOTES:**
- Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
 - The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
 - Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT B

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$1,658.28	20	=	\$82.91	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$82.91	+	3.00%	=	\$85.40	Year 2 Avg Hourly Rate
Year 2	\$85.40	+	3.00%	=	\$87.96	Year 3 Avg Hourly Rate
Year 3	\$87.96	+	3.00%	=	\$90.60	Year 4 Avg Hourly Rate
Year 4	\$90.60	+	3.00%	=	\$93.32	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	20.0	=	20.0	Estimated Hours Year 1
Year 2	0.00%	*	20.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	20.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	20.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	20.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	20.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$82.91	*	20.0	=	\$1,658.28	Estimated Hours Year 1
Year 2	\$85.40	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3	\$87.96	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$90.60	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$93.32	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$1,658.28	
	Direct Labor Subtotal before Escalation			=	\$1,658.28	
	Estimated total of Direct Labor Salary			=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT B


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Catherine M.C. Avila Title*: President
Signature:  Date of Certification (mm/dd/yyyy) 4/22/2018
Email: cavila@avilaassociates Phone Number: 925-673-0549
Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Hydrology, Hydraulics and Scour Analysis

EXHIBIT B

Note: Mark-ups are Not Allowed **Prime Consultant** **Subconsultant** **2nd Tier Subconsultant**
Consultant **GEI Consultants Inc.**
 Project No. North Round Valley Road Bridge Contract No. Inyo County #156 Date 6/1/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Senior Professional	Ray Weiss	50	\$62.80	\$3,140.00
Senior Archaeologist	Denise Jurich	24	\$59.88	\$1,437.12
Senior Wildlife Biologist	Kelly Fitzgerald-Holland	2	\$54.28	\$108.56
Regulatory Specialist	Sarah Norris	160	\$55.68	\$8,908.80
Staff Biologist	Devin Barry	14	\$30.96	\$433.44
Staff Biologist / GIS	Brook Constantz	100	\$23.48	\$2,348.00
Senior Historian	Madeline Bowen	4	\$46.80	\$187.20
Project Archaeologist	Jesse Martinez	58	\$43.28	\$2,510.24
Architectural Historian	Patricia Ambacher	36	\$39.44	\$1,419.84
Document Specialist	Charisse Case	14	\$35.24	\$493.36
Graphic Artist	Maria Pascoal	14	\$41.48	\$580.72

476

LABOR COSTS

a) Subtotal Direct Labor Costs 21,567.28
 b) Anticipated Salary Increases (see page 2 for calculation) 0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] 21,567.28

INDIRECT COSTS

d) Fringe Benefits (Rate: 92.52%) e) Total Fringe Benefits [(c) x (d)] 19,954.05
 f) Overhead and G&A (Rate: 102.19%) g) Overhead [(c) x (f)] 22,039.60
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] 0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] 41,993.65

FIXED FEE 10.00%

k) TOTAL FIXED FEE [(c) + (j)] x (q)] 6,356.09

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Cultural Resources Records Search	1		\$900	\$ 900.00
Document Production Costs		\$ 1.00	\$400	\$ 400.00
Mailing	40	\$ 5.00	\$200	\$ 200.00
			\$	\$
l) TOTAL OTHER DIRECT COSTS				<u>\$ 1,500.00</u>

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
m) TOTAL SUBCONSULTANTS' COSTS \$ _____

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$1,500.00

TOTAL COST [(c) + (j) + (k) + (n)] **\$71,417.02**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

January 2018

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT B

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal		Total Hours per Cost Proposal		=	Avg Hourly Rate	5 Year Contract Duration
\$21,567.28		476			\$45.31	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation				
Year 1	\$45.31	+	3.5%	=	\$46.90	Year 2 Avg Hourly Rate	
Year 2	\$46.90	+	3.5%	=	\$48.54	Year 3 Avg Hourly Rate	
Year 3	\$48.54	+	3.5%	=	\$50.24	Year 4 Avg Hourly Rate	
Year 4	\$50.24	+	3.5%	=	\$51.99	Year 5 Avg Hourly Rate	
Year 5	\$51.99	+	3.5%	=	\$53.81	Year 6 Avg Hourly Rate	
Year 6	\$53.81	+	3.5%	=	\$55.70	Year 7 Avg Hourly Rate	

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal			Total Hours per Year	
Year 1	100.00%	*	476.0	=	476.0	476.0	Estimated Hours Year 1
Year 2	0.00%	*	476.0	=	0.0	0.0	Estimated Hours Year 2
Year 3	0.00%	*	476.0	=	0.0	0.0	Estimated Hours Year 3
Year 4	0.00%	*	476.0	=	0.0	0.0	Estimated Hours Year 4
Year 5	0.00%	*	476.0	=	0.0	0.0	Estimated Hours Year 5
Year 6	0.00%	*	476.0	=	0.0	0.0	Estimated Hours Year 6
Total	100%		Total	=	476.0	476.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)			Cost per Year	
Year 1	\$45.31	*	476.0	=	\$21,567.28	\$21,567.28	Estimated Hours Year 1
Year 2	\$46.90	*	0.0	=	\$0.00	\$0.00	Estimated Hours Year 2
Year 3	\$48.54	*	0.0	=	\$0.00	\$0.00	Estimated Hours Year 3
Year 4	\$50.24	*	0.0	=	\$0.00	\$0.00	Estimated Hours Year 4
Year 5	\$51.99	*	0.0	=	\$0.00	\$0.00	Estimated Hours Year 5
Year 6	\$53.81	*	0.0	=	\$0.00	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$21,567.28	\$21,567.28	
	Direct Labor Subtotal before Escalation			=	\$21,567.28	\$21,567.28	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Phil Dunn Title *: Vice President
Signature: *Phillip L. Dunn* Date of Certification (mm/dd/yyyy): 6/12/2018
Email: pdunn@geiconsultants.com Phone Number: (916) 631-4500
Address: 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT B

Note: Mark-ups are Not Allowed Prime Consultant **Subconsultant** 2nd Tier Subconsultant
 Consultant R.O. Anderson Engineering, Inc.
 Project No. Round Valley Road Bridge Repair Contract No. TBD Date 4/25/2018

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager*	Cory Kleine	14	\$48.08	\$673.12
Chief of Party**	Jerit Shuman	32	\$48.86	\$1,563.52
Chainman/Rodman**	Lucas Wartgow	32	\$45.78	\$1,464.96
Office work*	Jerit Shuman	25	\$32.50	\$812.50
		0	\$0.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$4,514.10
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$4,514.10

INDIRECT COSTS

d) Fringe Benefits (Rate: 42.88%) e) Total Fringe Benefits [(c) x (d)] \$1,935.65
 f) Overhead (Rate: 96.05%) g) Overhead [(c) x (f)] \$4,335.79
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$6,271.44

FIXED FEE 10.00% k) TOTAL FIXED FEE [(c) + (j)] x (q)] \$1,078.55

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Per Diem - Jerit Shuman	4		\$150.00	\$600.00
Travel/Per Diem - Lucas Wartgow	4		\$150.00	\$600.00
			\$	\$
			\$	\$
			\$	\$

l) TOTAL OTHER DIRECT COSTS \$1,200.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

	\$
	\$
	\$
	\$
	\$
	\$
m) TOTAL SUBCONSULTANTS' COSTS	\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$1,200.00

TOTAL COST [(c) + (j) + (k) + (n)] \$13,064.09

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

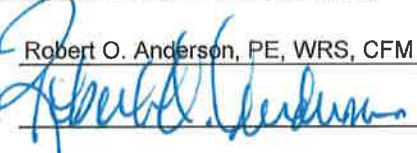
- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Robert O. Anderson, PE, WRS, CFM Title *: President and Principal

Signature:  Date of Certification (mm/dd/yyyy): 04/23/18

Email: randerson@roanderson.com Phone Number: 775.782.2322

Address: 1603 Esmeralda Avenue, Minden, NV 89423

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

R.O. Anderson Engineering will be responsible for data collection, mapping, and surveying necessary for preliminary engineering, design, cost estimates, and right-of-way locations. Specifically, the topographic survey will include controls for reestablishing the roadway outside construction limits; approach of 300-400’ at each end of the roadway; and channel cross sections up and down stream, extending 300-400’ above and below the bridge and from one edge of the floodplain to the other. Research will be conducted to identify limits of existing ROW and any additional ROW needs as well as existing easements and ownership of adjacent properties. Services will also include legal descriptions for temporary easements for construction staging areas.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.**

FOR THE PROVISION OF North Round Valley Road Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The Consultant / subconsultants shall be compensated at the rates shown on Attachment B: Mileage Costs.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND MGE Engineering, Inc.**

FOR THE PROVISION OF North Round Valley Bridge over Pine Creek Engineering and Design **SERVICES**

TERM:

FROM: July 10, 2018 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

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

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2018

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 have ADDITIONAL INSURED provisions or 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 Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Mandy Guo PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: mguo@dealeyrenton.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED MGEENGINE MGE Engineering, Inc. 7415 Greenhaven Drive Sacramento CA 95831	INSURER A : Travelers Property Casualty Co of Ameri NAIC # 25674	
	INSURER B : Travelers Indemnity Co. of Connecticut NAIC # 25682	
	INSURER C : American Automobile Ins. Co. NAIC # 21849	
	INSURER D : U.S. Specialty Insurance Company NAIC # 29599	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 667305352

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6804H513922	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA6124L670	11/15/2017	11/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP7684Y826	11/15/2017	11/15/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCW0031741801	7/1/2018	7/1/2019	<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
D	Professional Liability			USS1828381	1/28/2018	1/28/2019	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #146.1, Road Bridge and Walker Creek Road Bridge Replacements, North Round Valley Road Bridge over Pine Creek project - Inyo County, its officers, officials, employees, and volunteers are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Inyo County Department of Public Works Attn: Kathryn Paterson 168 N. Edwards Independence CA 93526	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 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MGE Engineering, Inc.
Endorsement Effective Date: 11/15/2017

SCHEDULE

Name Of Person(s) Or Organization(s): Re: Contract #146.1, Road Bridge and Walker Creek Road Bridge Replacements, North Round Valley Road Bridge over Pine Creek project - Inyo County, its officers, officials, employees, and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

ATTACHMENT E

There is no Attachment E



County of Inyo



Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Aaron Steinwand

RE: APPOINTMENT OF ONE APPLICANT TO FILL THE VACANCY ON THE WATER COMMISSION

RECOMMENDED ACTION:

Request Board consider the Letter of Interest received for appointment to the Water Commission and appoint one Water Commissioner with a term ending December 31, 2022.

SUMMARY/JUSTIFICATION:

The Water Commission currently has one vacancy with a term ending December 31, 2022. The Clerk of the Board has advertised this vacancy in accordance with County policy. Mr. Paul Huette submitted a letter of interest seeking appointment to the Commission to complete a four (4) year term of office ending December 31, 2022. An additional application was received from Steve Gagnon, part time Independence resident, after the deadline date (also attached).

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not appoint a Commissioner at this time and re-advertise to fill the vacancy.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Water Commission stipends and travel expenses are paid from the Water Department budget (024102).

ATTACHMENTS:

1. P Huette 2019
2. S Gagnon 2019
3. Notice of Vacancy

P.O. Box 217
Big Pine, CA 93513
Cell: (760) 638-3374
Email: paulhuetter@yahoo.com

July 16, 2019

Inyo County Board of Supervisors
P. O. Drawer N
224 N. Edwards Street
Independence, CA 93526

Subject: Application for Inyo County Water Commission

Dear Supervisors:

Please consider my request to join the Inyo County Water Commission. As you may know, I am very passionate about water and the future of water for the people and resources of the Owens Valley. Some of my qualifications are:

- Employed full time as Water and Wastewater Operator for the Big Pine Paiute Tribe of the Owens Valley. Possess the credentials to manage a public water system.
- Promoted to Captain, Big Pine Volunteer Fire Department.
- Enrolled member of the Big Pine Paiute Tribe of the Owens Valley.
- Elected by the Tribal community to serve on the Owens Valley Indian Water Commission and on the Big Pine Tribal Environmental Advisory Board.
- Attended numerous meetings of the Inyo County/Los Angeles Technical Group and Standing Committee, as well as meetings of the Inyo County Board of Supervisors, the Los Angeles Board of Water and Power Commissioners, and related matters.

Should you have questions for me, I may be reached at the contact information listed above. I look forward to serving the County on the many important water issues.

Sincerely,



Paul Huette

RECEIVED
2019 JUL 17 AM 10:51
INYO COUNTY
ADMINISTRATIVE
OFFICE

Aaron Steiwand
Inyo County Water Commission
Inyo Water Department
P.O. Box 337
Independence, CA 93526

Dear Mr. Steiwand,

This is a Letter of Interest for the position on the Inyo County Water Commission. I am a part-time resident of Independence with a residence near the Winnedumah hotel. I understand the Commission meets quarterly. I am in Independence frequently enough that attending meetings should not be a problem.

My employer, Raftelis, recently completed or will soon complete the County's Water Rate Study for Lone Pine, Laws and Independence (I believe). Our Vice President completed the Study. I don't think there would be a conflict of interest because the term is for 4 years and the rate study period is for 5 years – so it would be about 4 to 5 years before rate setting services are needed again. In any case, should there be a perceived conflict of interest, Raftelis would pass on future rate study work for the County. I would discuss this with our Vice President should I be considered for the Commission. I want to certainly avoid any conflicts of interest.

If education and experience are relevant, I've been consulting to water agencies to help them develop financial plans and set rates for a decade. Prior to this, I worked for engineering consultants and the US Army Corps of Engineers for another decade. Most importantly, it would be my pleasure to give back to my community. The people in Independence have been very welcoming and I would like to use my education and experience to help the County provide safe and reliable water service.

Should you have any questions or need more information please contact me. My contact information is below.



Steve Gagnon, PE (Arizona)

Cell 714 351 2013

Email: Sgagnon@raftelis.com

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a
newspaper of general circulation by the
Superior Court of the County of Inyo,
State of California, under date of
Oct. 5, 1953, Case Number 5414;
that the notice, of which the annexed
is a printed copy (set in type not
smaller than non-pareil), has been
published in each regular and entire
issue of said newspaper and not in
any supplement thereof, on the
following
date, to with:

June 22ND

In the year of **2019**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
22ND Day of June, 2019



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2019 JUN 27 PM 12:14

INYO COUNTY
ADMINISTRATOR
CLERK OF THE COURT

Proof of Publication of Public Notice

NOTICE OF VACANCY INYO COUNTY WATER COMMISSION

NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is accepting appli-
cations to fill one (1) vacancy
on the Inyo County Water
Commission: an unexpired
four-year term ending Decem-
ber 31, 2021.

If you are interested in serving
on the Inyo County Water
Commission, please submit
your request for appointment
on or before 5:00 p.m., Mon-
day, July 22, 2019, to the
Board of Supervisors at P.O.
Box N, Independence, CA
93526 or

dellis@inyocounty.us.

For more information, call
(760) 878-0001.
(IR 06.22.19 #19289)



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Sharon Wilson

RE: Agreement between Inyo County and California Department of Health Care Services to participate in Medi-Cal County Inmate Program (MCIP)

RECOMMENDED ACTION:

Request Board ratify and approve Agreement No. 19-96163 between County of Inyo Health and Human Services and the California Department of Health Care Services, Medi-Cal Inmate Program (MCIP) in an amount not to exceed \$100,089.29 for the period of July 1, 2019 to June 30, 2020, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

Your Board approved the participation agreement between Inyo county and the California Department of Health Care Services (DHCS) for the FY 19/20 MCIP on April 9, 2019. The agreement is coming before your Board as a ratification because it was not received from DHCS until August 6, 2019.

The Medi-Cal Inmate Program provides Medi-Cal coverage for eligible inmates who receive inpatient services at a medical facility located off the grounds of the correctional facility for an expected stay of more than 24 hours. This program will relieve the county of the federal share of these services provided to inmates. The medical provider will bill Medi-Cal as they usually do and receive payment. DHCS will then quarterly submit invoices to the counties where the inmate is being held to re-coop the non-federal share of the services.

The administration fee for these services has been raised to \$89.29 from \$87.11 in FY 19/20.

Health and Human Services has developed a comprehensive case management system to identify when an inmate's hospitalization meets these criteria so that the Medi-Cal application is completed timely, the dates of services and eligibility correspond, and services and costs are tracked.

The Medi-Cal Inmate Program provides Medi-Cal coverage for eligible inmates who receive inpatient services at a medical facility located off the grounds of the correctional facility for an expected stay of more than 24 hours. This program will relieve the county of the federal share of these services provided to inmates. The medical provider will bill Medi-Cal as they usually do and receive payment. DHCS will then quarterly submit invoices to the counties where the inmate is being held to re-coop the non-federal share of the services.

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Health and Human Services has developed a comprehensive case management system to identify when an inmate's hospitalization meets these criteria so that the Medi-Cal application is completed timely, the dates of services and eligibility correspond, and services and costs are tracked.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify this agreement. This is not recommended as this would leave the county responsible for the cost of all medical services provided to the inmate that would otherwise be paid by Medi-Cal.

OTHER AGENCY INVOLVEMENT:

HHS divisions, Sheriff, and Probation

FINANCING:

Health Services Realignment. These expenses are paid out of Health (045100) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. 19-96163 Inyo MCIP Agreement FY 19-20
2. 19-96163 Addendum A_MCIP FY 2019-20 (7.25.19).docx
3. 19-96163 Addendum B HIPAA
4. GIA-610 rev 072019
5. CCC 042017 rev 072019

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT

Article 1 – Parties

- A. The parties to this Agreement (Agreement) are County of Inyo (the County) and the California Department of Health Care Services (DHCS).
- B. The County may voluntarily choose to participate in the Medi-Cal County Inmate Program (MCIP) by entering into this Agreement as authorized by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8.
- C. DHCS is the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to California Welfare and Institutions Code section 14100.1.

Article 2 – Purpose of the Agreement

- A. The purpose of this Agreement is to set forth the terms a County must abide by in order to participate in MCIP. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its inmates. MCIP creates budgetary savings for the County for the medical care provided to its Medi-Cal eligible inmates. MCIP, makes federal financial participation (FFP) available for medical care provided to Medi-Cal eligible county inmates. The County receives budgetary savings because it does not fund the federal share of MCIP services for their Medi-Cal eligible inmates. MCIP services are provided by Medi-Cal providers to Medi-Cal eligible inmates, for which FFP may be claimed consistent with federal law, including but not limited to subparagraph (A) following paragraph (29) of Section 1905(a) of the Social Security Act.
 - 1) MCIP allows the Medi-Cal providers to directly bill DHCS for MCIP services and DHCS will reimburse the Medi-Cal providers at their applicable Medi-Cal rate for the services rendered, to the extent FFP is available. DHCS will seek and retain FFP claimed for MCIP services and the County will reimburse DHCS any remaining balance for the claims paid by DHCS to the Medi-Cal provider for MCIP services, except for the MCIP services provided by public providers under the certified public expenditure (CPE) process.
 - 2) When the Medi-Cal provider is a Designated Public Hospital (DPH) or other public provider that incurs the cost of the nonfederal share pursuant to the CPE process, the Medi-Cal provider shall receive the FFP resulting from expenditures for the MCIP services. Notwithstanding the sentence above, DPHs may claim under Subparagraph 1 for MCIP services that are not claimed through the CPE process established in the Demonstration Project.

- B. The County shall reimburse DHCS its apportioned share of the nonfederal share of the administrative costs incurred for the administration of MCIP based on Addendum A.

Article 3 – Term of the Agreement

Subject to the provisions of this Agreement, the term of this Agreement shall be one year from July 1, 2019, through June 30, 2020.

Article 4 – Maximum Payable Amount

- A. The amount under this Agreement that the County shall be obligated to reimburse DHCS for MCIP services paid by DHCS to Medi-Cal providers shall not exceed the nonfederal share of the Medi-Cal payments for MCIP services for the County's inmates incurred by DHCS. The maximum payable amount shall not exceed: \$100,000.00. This amount is subject to the annual limitations listed below:

Year	MCIP Services Total Nonfederal Share
SFY 2019-20	\$100,000.00

- B. The amount that the County shall be obligated to pay DHCS for MCIP administrative services rendered under this Agreement shall not exceed its apportioned share of the nonfederal share of the federally claimable costs of administering MCIP incurred by DHCS. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on a methodology specified in *Addendum A*, which is: \$89.29. This amount is subject to the annual limitations listed below:

Year	MCIP Administrative Services Total Nonfederal Share for the County
SFY 2019-20	\$89.29

- C. The maximum payable amount under this Agreement shall not exceed \$ 100,089.29.
- D. For future SFY periods not covered under this Agreement, the maximum payable amount will be determined through a new Agreement or an amendment to this Agreement.

Article 5 – Contact Persons

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed:

In the case of the County, to:

County Coordinator
County of Inyo
Attn: Anna Scott, Deputy Director
P.O. Box Drawer H
Independence, CA 93526
ascott@inyocounty.us
(760) 873-7868

Or to such person or address as the County may furnish in writing or e-mail to DHCS.

In the case of DHCS, to:

California Department of Health Care Services
Safety Net Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or email to County.

Article 6 – Payment Terms and Invoicing

A. General Terms

- 1) The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services, and for the nonfederal share of MCIP services listed in Article 7, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, within sixty (60) days of receipt of an invoice from DHCS, which specifies both the total federally claimable cost, and the nonfederal share of the total cost, for payments DHCS has made to providers, except that the County shall not reimburse the state for the nonfederal share of services billed by Medi-Cal providers under a CPE process, as described in Articles 8 and 11, below. MCIP administrative services and MCIP services shall be separately invoiced by

DHCS to the County. Addendum A attached to this Agreement includes details regarding the nonfederal share of administrative costs. If the County is found to have overpaid DHCS comparing its owed nonfederal share to payments actually made, DHCS shall refund the overpayment to the County within forty-five (45) days of an invoice from the County, containing the same information. This refund may be made by offsetting the amount against the County's next quarterly payment due to DHCS.

- 2) Failure by the County to timely compensate DHCS pursuant to Paragraphs B and C shall constitute a material breach of this Agreement by the County, which, at DHCS' discretion, may result in termination by DHCS pursuant to Article 10. The County may cure such breach by rendering payment of the amount owed to DHCS prior to the termination of this Agreement.
- 3) In no event shall payment be made by the County for any invoice or portion thereof exceeding the respective maximum annual Agreement amount specified in Article 4. Payment for any MCIP administrative services rendered by DHCS or MCIP services paid by DHCS exceeding the respective maximum annual Agreement amount shall require an amendment to this Agreement pursuant to Article 9. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate the Agreement pursuant to Article 10.
- 4) Payments shall be sent to DHCS at the following address (or such other address as DHCS may specify in writing):

California Department of Health Care Services
Safety Net Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

B. MCIP Services

- 1) DHCS shall submit to the County a quarterly invoice for MCIP services that identifies the nonfederal share amount, and a report that contains information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed to between the parties.

- 2) The DHCS invoice shall not contain and the County shall not compensate DHCS for MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process.
- 3) If the Medi-Cal provider renders MCIP services that are not reimbursable under the CPE process established, then the invoice shall contain and the County shall reimburse DHCS for the nonfederal share of DHCS' payments for these MCIP services.

C. MCIP Administrative Services

- 1) DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services based on Addendum A. The annual invoice for reimbursement identifies the following summarized categories of DHCS costs for the allocated SFY period billed: salary, benefits, operating expenses, and total costs. Costs shall be multiplied by one minus the Federal Medical Assistance Percentage applicable to such administrative costs subject to the limit on the amount reimbursable by the County under Article 4. For SFY 2019-20 and thereafter, DHCS shall submit annual invoices to the County no later than one hundred eighty (180) days following the close of the SFY.
- 2) The County shall not be obligated to pay DHCS for the MCIP administrative services covered by any invoice if DHCS presents the invoice to the County more than one (1) year after this Agreement terminates.

Article 7 – DHCS Responsibilities

A. MCIP Services

- 1) DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP-eligible inmates and shall seek FFP. DHCS shall be responsible to pay such providers only to the extent the County commits to reimburse DHCS the nonfederal share of all federally reimbursable MCIP claims and for which FFP is available and retained by DHCS for the MCIP service claims.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific inmate treated, the inmate's aid code, and the specific provider billing.
- 3) DHCS shall submit claims in a timely manner to the federal Medicaid Program to draw down FFP for DHCS, and shall draw down and distribute

FFP for MCIP services claimed through the CPE process. Such claims shall be submitted in compliance with all applicable laws and regulations.

B. MCIP Administrative Services

- 1) DHCS shall administer MCIP and this Agreement for claiming federal reimbursement for MCIP services. It is understood by both the County and DHCS that other administrative activities including, but not limited to, transporting MCIP eligible beneficiaries, arranging for their care and for their incarceration remain the administrative responsibilities of the County.
- 2) DHCS shall maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, overhead costs for DHCS's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expense, rent and supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to MCIP.

C. General Responsibilities

- 1) DHCS shall:
 - i. Ensure that an appropriate audit trail exists within DHCS records and accounting system and maintain expenditure data as indicated in this Agreement.
 - ii. Designate a person to act as liaison with County with regard to issues concerning this Agreement. This person shall be identified to County's contact person for this Agreement.
 - iii. Provide a written response by email or mail to County's contact person within thirty (30) days of receiving a written request for information related to MCIP.
 - iv. With each quarterly invoice, provide paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible inmates, as used for the determination of the corresponding nonfederal share that is the County's obligation under this Agreement.
- 2) Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities under federal Medicaid law, the responsibilities under federal Medicaid law shall take precedence.

- 3) DHCS' cessation of any activities due to federal Medicaid law responsibilities does not relinquish the obligation of the County to reimburse DHCS for MCIP administrative costs and MCIP services incurred by DHCS in connection with this Agreement for periods in which the County participated in the program.
- 4) DHCS agrees to provide to the County, or any federal or state department having monitoring or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.

Article 8 – County Responsibilities

A. MCIP Services

- 1) Except as provided in (vi.) of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS to Medi-Cal providers rendering MCIP services to the County's MCIP eligible beneficiaries.
 - i. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by state and federal law to arrange for services for the MCIP individuals. Such additional amounts shall be paid entirely with County funds, and shall not be eligible for Social Security Act Title XIX FFP.
 - ii. If DHCS pays the Medi-Cal provider more than what the county would have paid for services rendered, the county cannot request the difference from the Medi-Cal provider.
 - iii. If the county would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the county is still obligated to reimburse DHCS for the nonfederal share of the payment from DHCS for MCIP services.
 - iv. In the event that FFP is not available for any MCIP service claimed pursuant to this Agreement, the County shall be solely responsible for arranging and paying for any such MCIP service.
 - v. If the Centers for Medicare & Medicaid Services (CMS) determines an overpayment has occurred for a payment made to a Medi-Cal provider for MCIP services to the County's MCIP-eligible inmate, including the application of any federal payment limit that reduces the amount of FFP available for MCIP services, then DHCS shall seek the overpayment amount from the provider and return the collected FFP to CMS and return the collected nonfederal share of

the overpayment to the County. In the event that DHCS cannot recover from the Medi-Cal provider such overpayment, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that section 1903(d)(2)(D) of the Social Security Act is found not to apply.

- vi. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed in the CPE process.
 - vii. The County is responsible for reimbursing DHCS for the nonfederal share of MCIP services provided by DPHs that are not reimbursed under the CPE process.
- 2) If CMS determines DHCS claimed a higher federal medical assistance percentage (FMAP) rate than is allowed and FFP is reduced by CMS for the MCIP services provided to a County's MCIP-eligible inmate for MCIP services, then the County shall hold DHCS harmless for the return of the FFP to CMS.

B. MCIP Administrative Services

- 1) As a condition of participating in MCIP, the County accepts its responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A, performed by DHCS in administering MCIP, so that there is no expenditure from the State General Fund.
- 2) The County shall reimburse DHCS its allotted portion of the nonfederal share of funding for compensation, associated operating expenses, equipment, and travel costs for no more than 3.50 full-time equivalent (FTE) positions composed of: one-half (0.50) FTE Staff Service Manager I, one (1) FTE Health Program Specialist I, one (1) FTE Staff Services Analyst/Associate Governmental Program Analyst, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement. The County's allotted portion shall be based on a methodology specified in Addendum A.

C. General Responsibilities

- 1) Upon the County's compliance with all applicable provisions in this Agreement and applicable laws, the County may send its MCIP-eligible inmates to Medi-Cal providers to receive MCIP services.
- 2) The County shall reimburse DHCS pursuant to Paragraphs A and B with funds from the County's General Fund, or from any other funds allowed under federal law and regulation, including but not limited to, Section 1903(w) of the Social Security Act and Code of Federal Regulations, title 42, part 433, subpart B.
- 3) In the event of any federal deferral or disallowance which is applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days.
- 4) The County shall assist with the completion of and delivery of completed Medi-Cal applications to County Welfare Department (CWD) within 90 calendar days after the date of admission of the inmate to a Medi-Cal provider off of the grounds of the county correctional facility which results in an expected stay of more than 24 hours.

Article 9 – Amendments

- A. Amendments to this Agreement shall be made only by a writing signed by the parties to this Agreement and, if required by state law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any update made to the appropriate contact persons identified in Article 5 may be made by e-mail to the other contact person or persons and without formal amendment.
- B. This Agreement shall be amended pursuant to findings from the periodic assessment identified in Article 11.H, to accurately reflect the State's administrative costs and MCIP medical care costs.

Article 10 – Termination and Agreement Disputes

- A. This Agreement may be terminated by any party upon written notice given at least thirty (30) calendar days prior to the termination date. Notice shall be addressed to the respective parties as identified in Article 5 of this Agreement. The County shall remain obliged after the termination date to pay for all MCIP administrative costs and MCIP services incurred by DHCS for periods in which it participated in the program.
- B. This Agreement shall be terminated upon cessation of MCIP. The County shall remain obliged after the termination date to pay for all of the County's apportioned share of MCIP administrative costs based on Addendum A and all of the County's

MCIP services incurred by DHCS for periods in which it participated in the program.

- C. An informal dispute resolution process shall be undertaken prior to the dispute resolution processes described in Subparagraphs 1 to 2, below. In case of a dispute there shall be a discussion between the County and DHCS staff, and if not resolved then the County shall address the issue to DHCS in a written letter. If unresolved then the dispute resolution processes in Subparagraphs 1 to 2 shall be undertaken as appropriate.
- 1) Nothing in this Agreement shall prevent the County from pursuing any other administrative and judicial review available to it under law.
 - 2) Judicial review pursuant to Code of Civil Procedure section 1085 shall be available to resolve disputes relating to the terms, performance, or termination of this Agreement, or any act, failure to act, conduct, order, or decision of DHCS that violate this Agreement subject to Article 11.F.
- D. The terms of Article 6 (Payment Terms and Invoicing), Article 10 (Termination and Agreement Disputes), Article 11.B (Indemnification), and Article 11.D (Records) shall survive after the termination date.

Article 11 – General Provisions

A. Definitions.

- 1) The term “certified public expenditure process” or “CPE process” means the process established for the Medi-Cal program under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal state plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim federal financial participation for their allowable expenditures.
- 2) The term “days” as used in this Agreement shall mean calendar days unless specified otherwise.
- 3) The term “Demonstration Project” means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015.
- 4) The term “designated public hospital” is defined as set forth in the Demonstration Project, which shall be codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and as may be modified from time to time.

- 5) The term “inmate” as used in this Agreement includes the persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) “juvenile inmate,” and Government Code sections 26605.6(a) “prisoner,” 26605.7(a) “prisoner” and (d)(1) “probationer,” and 26605.8 “prisoner” and “probationer.”
- 6) The term “MCIP” or “Medi-Cal County Inmate Program” contains the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.
- 7) “MCIP administrative services” means the administrative services provided by DHCS personnel for the administration of MCIP, which shall include, but not be limited to those services provided by the personnel in Article 8 when claiming federal reimbursement for MCIP services and seeking reimbursement for DHCS from the County.
- 8) “Medi-Cal provider” means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

For purposes of MCIP, a Medi-Cal provider may claim for MCIP services rendered to the MCIP-eligible inmate depending on the MCIP component program. For example, a clinic cannot seek reimbursement from DHCS for outpatient services provided to an ACIP inmate because the outpatient services provided are not allowable as MCIP services for ACIP. A Medi-Cal provider does not go through a separate Medi-Cal enrollment or certification process to participate in MCIP.

- 9) “MCIP services” constitutes all of the following, only to the extent federal financial participation is available: a) in ACIP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal pursuant to Welfare and Institutions Code section 14053.7; b) in the Compassionate Release Program pursuant to Government Code section 26605.6 and Medical Probation Program pursuant to Government Code section 26605.7, full-scope Medi-Cal services; c) in JCWP, Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services

and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal services pursuant to Welfare and Institutions Code section 14053.8; and, d) any other Medi-Cal program for which federal reimbursement is available for coverage of adult inmates and juvenile inmates in county correctional facilities, if authorized by law and agreed to by the County and DHCS by amending this Agreement.

10)The term “Medi-Cal rate” means the reimbursement determined by the reimbursement methodology approved for the Medi-Cal provider under the California State Plan, or Social Security Act section 1115 Demonstration Project or section 1915 waiver.

11)The State Fiscal Year (SFY) begins on July 1st of each year and ends on June 30th in the subsequent calendar year.

- B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.
- C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 9, or it shall be terminated pursuant to Article 10.
- D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three (3) years from DHCS’ receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.
- E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:
- 1) The Americans with Disabilities Act of 1990, as amended;
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended;
 - 3) Title XIX of the Social Security Act;
 - 4) Welfare and Institutions Code section 14000 et seq.;

- 5) Government Code section 53060;
- 6) The California Medicaid State Plan;
- 7) Laws and regulations including, but not limited to those related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
- 8) The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
- 9) Government Code sections 26605.6, 26605.7, and 26605.8;
- 10) Penal Code section 5072;
- 11) Title 42 of the Code of Federal Regulations; and,
- 12) California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue of any action brought with regards to this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

- 1) This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.
- 2) Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 controls to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Periodic Assessment. Pursuant to Welfare and Institutions Code sections 14053.7 and 14053.8, and Government Code sections 26605.6, 26605.7, and 26605.8, the County enters into this Agreement in order to implement MCIP under which the County may participate and for which the County will pay the nonfederal share of all federally reimbursable administrative costs and medical care costs incurred by DHCS performing activities described in Article 7. The County agrees that DHCS, in its sole discretion, may conduct a periodic assessment in consultation with the counties, of such costs incurred by DHCS to determine compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8, and DHCS agrees to ensure that all invoicing as described in Article 6 and any other relevant

documentation will be accordingly updated to ensure compliance with Welfare and Institutions Code sections 14053.7 and 14053.8, Penal Code section 5072, and Government Code sections 26605.6, 26605.7, and 26605.8.

- I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 11.E.
- J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- K. Third Party Benefit. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with section 14030), and implemented pursuant to California Code of Regulations, title 22, section 51466.
- M. Budget Contingency Clause.
 - 1) DHCS will seek an appropriation in the Budget Act each State fiscal year which would authorize DHCS to pay Medi-Cal providers for MCIP services. It is mutually agreed that if the State Budget Act of the current SFY or any subsequent SFYs covered under this Agreement does not appropriate any funds for MCIP, this Agreement shall be of no further force and effect. In this event, an Article 10.B termination shall be implemented and DHCS shall have no liability to pay any funds whatsoever to Medi-Cal providers for MCIP services for the County's inmates rendered through the termination date of this Agreement.
 - 2) If funding associated with MCIP for any SFY is reduced by the State Budget Act DHCS shall have the option to cancel this Agreement, with no liability occurring to the State.

N. Limitation of State Liability.

- 1) Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing services for MCIP, less the amounts already remitted to or recovered by DHCS for the disallowed claim.
- 2) To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this Agreement, DHCS shall recoup from the Medi-Cal provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS. All subsequent claims submitted to DHCS applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

O. Exclusions. The County shall comply with the following requirements:

- 1) The conviction of an employee or subcontractor of the County, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal beneficiary, or abuse of the Medi-Cal program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP except as a beneficiary.
- 2) Exclusion after conviction described in Article 11.O.1 shall result regardless of any subsequent order under Penal Code section 1203.4 allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- 3) Suspension or exclusion of an employee or a subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal program, the Medicaid program, or the Medicare program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in MCIP, except as a beneficiary.
- 4) Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from MCIP, when such license, certificate, or registration is required for the provision of services.

P. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; Code of Federal Regulations, title 42, section 431.300; Welfare and Institutions Code section 14100.2; and California Code of Regulations, title 22, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

Q. Data Sharing.

- 1) The County shall comply with all provisions of the current Business Associates Agreement (BAA) incorporated by reference and made part of this Agreement as Addendum B.

The persons signing this Agreement on behalf of County and DHCS, as applicable, represent and warrant that he or she is an individual duly authorized and having authority to sign on behalf of, and approve for, County or DHCS, as applicable, and is authorized and designated to enter into and approve this Agreement on behalf of County or DHCS, as applicable.

County of Inyo

Signature: _____
Name: _____
Title: _____
Date: _____

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contracts Section**

Signature: _____
Name: Carrie Talbot
Title: SSM I, Contracts Section
Date: _____

ADDENDUM A: MCIP Administrative Costs for State Fiscal Year 2019-20

The Medi-Cal County Inmate Program (MCIP) agreement is a one-year contract giving counties the option to participate on an annual basis. At the beginning of each calendar year, counties have the opportunity to participate in the program for the upcoming State Fiscal Year (SFY) by completing the MCIP Agreement.

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS, in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. For SFY 2019-20 the nonfederal share of administrative costs allocated to each county will be based on the following:

- 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *
- 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

DHCS will invoice participating counties for the nonfederal share of administrative costs six months after the close of the SFY based on actual administrative costs per the methodology above, not exceeding the estimated amounts in the MCIP agreements.

Addendum B
HIPAA Business Associate Addendum

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

Addendum B
HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the

Addendum B
HIPAA Business Associate Addendum

HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and

Addendum B
HIPAA Business Associate Addendum

which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

D. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

Addendum B
HIPAA Business Associate Addendum

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

Addendum B
HIPAA Business Associate Addendum

- I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Addendum B
HIPAA Business Associate Addendum

2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to

Addendum B
HIPAA Business Associate Addendum

the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

Addendum B
HIPAA Business Associate Addendum

- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

Addendum B
HIPAA Business Associate Addendum

- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

Addendum B
HIPAA Business Associate Addendum

- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Addendum B
HIPAA Business Associate Addendum

Attachment A
Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

Addendum B
HIPAA Business Associate Addendum

- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. *System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

Addendum B
HIPAA Business Associate Addendum

- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

Addendum B
HIPAA Business Associate Addendum

- C. Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

General Terms and Conditions for Interagency Agreements

GIA-610

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

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
---------------------------------------	-------------------

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



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Lucy Vincent

RE: Approval of Contract with Kings View Corporation for Tele-psychiatry Services

RECOMMENDED ACTION:

Request your Board ratify and approve the contract between the County of Inyo and the Kings View Corporation for tele-psychiatry services in a total amount not to exceed \$25,000 for the period of July 1, 2019 to June 30, 2020 and authorize the HHS Deputy Director of Behavioral Health to sign the contract and the Privacy Officer to sign the HIPAA Business Association Agreement, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.

SUMMARY/JUSTIFICATION:

This contract comes to you late as there has been a concerted effort to find a more satisfactory means to meet our need for psychiatry services. Services by this provider were used in the last fiscal year and are needed to ensure continuity of care while other avenues have been pursued. Medication assessment, support, and monitoring are critical components in the array of treatment services. Efforts are made ensure continuity of care by having one or two physicians assigned to the County on a consistent basis. We continue to pursue the recruitment of a Psychiatrist to our area, but would request permission to use this contract to obtain the needed services to ensure continuity while our hybrid tele- and in person-psychiatry contracts are put in place.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny ratification of this contract. This could impact our ability to provide critical psychotropic medication services in accordance with the requirements of our performance contract with Department of Health Care Services.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services and other physical healthcare providers.

FINANCING:

Mental Health Realignment and reimbursement will be pursued for all Medi-Cal eligible services provided. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General Funds.

ATTACHMENTS:

1. Kings View Telepsych Contract FY19-20

**KINGS VIEW CORPORATION &
INYO COUNTY BEHAVIORAL HEALTH
TELEPSYCHIATRY**

This Telepsychiatry (the "Agreement") is made and entered into this 1st day of July, 2019, by and between Kings View Corporation, a California not-for-profit corporation ("Kings View") and Inyo County ("County"), a political subdivision of the State of California, to be effective July 1, 2019 (the "Effective Date").

RECITALS:

A. The County is a political subdivision of the State of California and, as such, desires to increase access to behavioral health services for at risk populations within the County via a teleconferencing modality service.

B. The County recognizes that the provision of behavioral health services via a teleconferencing modality will allow the County to address cultural, socioeconomic, and geographic barriers to behavioral health services and information in underserved areas of Inyo County and will further allow Inyo County Behavioral Health Services to expand the range of resources and services available within the county.

C. The County recognizes its responsibility under the Bronzan- McCorquodale Act to report data related to client outcomes and cost effectiveness of its mental health programs to the Director of Mental Health for the California Department of Mental Health.

D. Kings View is a California not-for-profit corporation that employs, or contracts with, persons licensed, trained, and experienced in providing behavioral health services via a teleconferencing modality.

E. The County desires to increase access to behavioral health services in an efficient and cost-effective manner and, therefore, desires to contract with Kings View, and Kings View desires to provide such services, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT:

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Purpose.** County desires to expand and improve access to mental health services for clients of County, as well as to address identified psychiatric needs and improve the mental health of those individuals via a teleconferencing modality service.

2. **Telepsychiatric Service.** Pursuant to the terms of this Agreement, Kings View shall employ, contract with, or otherwise arrange for the services of a Provider, as defined in paragraph 5 of this Agreement, to (i) deliver direct professional behavioral health services to County clients by means of video- conferencing, (ii) provide consultation or training to

qualified health care professionals designated and scheduled by County, and/or (iii) conduct on-site visits for the purpose of either delivering direct patient care services or conducting training or consultation as mutually agreed between the parties (the "Telepsychiatric Service").

a. **Professional Medical Services.** County hereby grants the right to Kings View to employ, contract with, or otherwise arrange for the services of a Provider, and hereby grants the right to a Provider to provide professional medical services as County may direct. The duties of the Provider in treating clients hereunder shall specifically not be performed under the direct control of County or Kings View, but rather shall be performed by the Provider in accordance with the standards prevailing in the community.

b. **Scheduling of Telepsychiatry Services.** Kings View shall arrange for a Provider to be available to provide a minimum of 4 consecutive hours per week of **Telepsychiatric Services** (the "Minimum Service Hours") and to be available to render such services on a day(s) to be mutually agreed upon by the parties.

c. **Methods.** Kings View will determine the method, details, and means of performing the Services within the guidelines set above.

d. **Place of Performance.** Kings View may perform the services required by this Contract at the place of its choosing or in any location mandated by the nature of the services required.

e. **Additional Telepsychiatry Service Hours.** The Minimum Service Hours may be increased or decreased in four (4) hour increments upon the mutual written agreement of the parties; provided, however, that in no event shall the Minimum Service Hours be fewer than four (4) hours per week. Any increase or decrease of the Minimum Service Hours shall be effective no fewer than sixty (60) days from the mutual written agreement of the parties, unless otherwise agreed upon between both parties.

f. **Current Service Line.** County Behavioral Health Services desires to contract for a minimum of 4 hours per week of TelePsychiatry services.

g. **On-Site Visitation.** As part of the Telepsychiatric Services, Kings View shall require a Provider to annually conduct one (1) on-site visit for the purpose of providing direct patient care services, and/or consulting or training qualified health care professionals, as mutually agreed by the parties.

h. **Billing for Telepsychiatric Services.** Kings View shall provide County with such information regarding the delivery of medical services to assist County in charging the clients professional fees, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for medical services. Kings View shall provide the County with a detailed invoice that identifies the total number of telepsych hours and include a breakdown specifying the total hours worked by each doctor.

3. **Compensation.** County agrees to provide compensation to Kings View and Kings View agrees to accept as compensation \$278 per hour in consideration for providing Telepsychiatric Services. The total amount of this contract shall not exceed, twenty five thousand dollars (\$25,000). County guarantees payment for the Minimum Service Hours. Kings View will provide an invoice to County on a monthly basis. County shall pay invoices within sixty (60) days of receipt. The contract will include an annual raise of 3% per annum to the hourly rate.

4. **Expenses.** Unless otherwise agreed to by the County, Kings View shall be solely and fully responsible for all costs and expenses incident to the performance of the Services performed by Kings View. This shall include, but is not limited to the cost of maintaining a place of business; salaries; traveling expenses; compensation paid to others employed by Kings View; all costs of equipment provided by Kings View; all fees, fines, licenses, insurance or taxes required of or imposed against Kings View; any such memberships in clubs, associations and societies as necessary to enhance the prestige of the Kings View and the County, and all other costs of doing business, unless otherwise agreed upon. The County shall not be held responsible for any expenses incurred by Kings View in performing the services required by this Contract.

5. **Minimum Professional Qualifications of Providers.** Each and every qualified health professional employed, contracted with, or otherwise engaged by Kings View to provide Telepsychiatric Services pursuant to this Agreement (the "Provider") shall possess the following minimum qualifications:

a. **Licensing.** Provider shall possess a valid, unrestricted license to practice medicine in the State of California issued by the Medical Board of California and shall specialize in psychiatry.

b. **Board Certification.** Provider shall be either certified by the American Board of Psychiatry or is eligible to be certified by the American Board of Psychiatry and will become so certified within twelve (12) months from the Effective Date.

c. **Federal DEA Number.** Provider shall have and maintain a valid, unrestricted Federal D.E.A. Controlled Substances Certificate.

d. **Professional Liability Insurance Coverage.** Provider shall maintain personal professional liability insurance of the minimum coverage amount of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, written by a carrier acceptable to County.

e. **No Governmental Health Program Sanctions.** Each Provider shall not have been sanctioned by or excluded from participation in federally or state funded medical reimbursement programs, including but not limited to, Medicare, Medicaid, Champus, Federal Employees Health Benefits Program and similar programs.

6. **Duties of Kings View.** During the Term of this Agreement, Kings View shall have the obligation to:

a. **Cooperate with County.** Kings View shall cooperate with County to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.

b. Insurance. Kings View shall maintain a commercial general liability insurance policy in the amount of one million dollars (\$1,000,000.00). Where the services to be provided under this Agreement involve or require the use of any vehicle by Kings View in order to perform such services, Kings View shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of three hundred thousand dollars (\$300,000.00). These insurance policies shall remain in force through the Term of this Agreement and shall be payable on a "per occurrence" basis, unless County specifically consents to a "claims made" basis. Kings View shall provide a certificate of insurance signed by the insurer evidencing such insurance to County prior to commencement of work.

7. **Duties of County.** During the Term of this Agreement, County shall have the obligation to:

- a. Cooperation with Kings View. County shall cooperate with Kings View to facilitate the provision of Telepsychiatric Services pursuant to this Agreement.
- b. At its sole cost and expense, provide space and equipment for the delivery of services.
- c. All equipment furnished by County under this contract shall remain the property of County and shall be used only for the purpose specified under this contract.
- d. **Operational Guidelines.** County shall adhere to the Operational Guidelines as specified in the Network Provider Manual, attached hereto as Exhibit "A" and incorporated herein by this reference. County shall timely update and notify Kings View of any revisions to the Operational Guidelines and/or the Network Provider Manual.
- e. **Patient Consent.** Except in an emergency situation in which the patient is unable to give informed consent, before any Telepsychiatric Services are provided to any patient pursuant to this Agreement, County, or a qualified individual designated by County, shall obtain the verbal and written informed consent of the patient or the patient's legal representative pursuant to section 2290.5 of the California Business & Professions Code. Such informed consent shall insure that at least all of the following information is given to the patient or the patient's legal representative verbally and in writing: (i) the patient has the option to withhold or withdraw consent at any time without affecting the patient's right to future health care or treatment, and without risking a loss or withdrawal of any program benefits to which the patient would otherwise be entitled; (ii) a description of the potential risks, consequences, and benefits of telemedicine; (iii) all existing confidentiality protections apply; and (iv) dissemination of any patient-identifiable images or information from the telemedicine interaction to researchers or others will not occur without the patient's consent.
- f. **Patient Record.** Prior to the rendering of professional services and in accordance with the Operational Guidelines, County shall provide Kings View with the patient record of any patient to receive Telepsychiatric Services under this Agreement, including, without limitation, the patient referral form, psychological assessment, progress notes, and patient plan of care.

g. **Insurance.** County shall obtain and maintain during the Term of this Agreement, at its sole cost and expense, prior to exercising any right or performing any obligation pursuant to this Agreement, policies of General Liability and Worker's Compensation Insurance. County shall provide certificates of such insurance to Kings View within thirty (30) days of the Effective Date.

i. As part of its General Liability Insurance, County shall name Kings View as an additional insured and shall provide a single combined limit of not less than one million dollars (\$1,000,000.00) per occurrence that provides against liability for any and all claims and suits of damage or injuries to persons or property resulting or arising out of operations of County. County shall notify Kings View not less than thirty (30) calendar days prior to any modification or cancellation of insurance coverage required under this Agreement.

ii. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability, with a limit of not less than one million dollars (\$1,000,000.00), covering all persons providing services on behalf of County and all risks to such persons under this Agreement.

iii. In the event that County is self-insured for General Liability and/or Worker's Compensation coverage, County shall provide certificates of consent to self-insure, self-insurance retention, and excess carrier limitations. Such insurance shall provide coverage for incidents related to general liability and worker's compensation.

8. **Indemnification.** County agrees to indemnify, defend, and hold harmless Kings View, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with, County's operations or its services hereunder, including any worker's compensation, suits, liability, or expense arising from or connected with services by any person pursuant to this Agreement. Kings View agrees to indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with, Kings View's operations or its services hereunder, including any worker's compensation suits, liability, or expense arising from or connected with services by any person pursuant to this Agreement.

9. **Kings View's Representations, Warranties, and Covenants.**

a. **Worker's Compensation.** Kings View acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code and it certifies that it will comply with such provisions before the Effective Date of this Agreement.

b. **Nondiscriminatory Employment.** In connection with the execution of this Agreement, Kings View shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. **County's Representations, Warranties, and Covenants.** County has full approval, power, and authority to enter into this Agreement. County will make all payments required by this Agreement.

11. **Termination.** Either party may terminate this Agreement by giving the other party sixty (60) days prior written notice of its intention to terminate. Both parties agree that if Kings View can place their provider in another service provider placement prior to the end of termination notice period, then the notice of termination period may be shortened to earlier than sixty (60) days with the termination date to then coincide with the Kings View psychiatrist date of new placement. Kings View agrees to dutifully pursue a new placement provider site for the provider assigned to serve the County immediately upon receipt of County written notice to terminate the agreement. Notwithstanding the foregoing, either party may terminate this Agreement upon written notice of a material breach, if such material breach remains uncured for a period of fifteen (15) days after the notice.

12. **Confidentiality.** Kings View shall adhere to the confidentiality of patient records as specified under section 5328 of the California Welfare and Institutions Code, the Code of Federal Regulations, Title 45, Parts 80 and 84, and Title VI of the Civil Rights Act of 1964. The California Department of Mental Health, or County, and/or their designated auditors shall have the right to inspect during normal business hours and insofar as possible with advance notice such records as will aid in evaluation of the quality, appropriateness, and timeliness of services utilizing such methodologies as are disseminated by the California Department of Mental Health and the California Department of Drug and Alcohol Programs, such as but not limited to those promulgated pursuant to sections 4051, 4052, 4070, and 5612 of the California Welfare and Institutions Code.

13. **Medical Records.**

a. **Ownership and Access.** All records contained in the patient files maintained by County shall be the property of County, and Kings View shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a patient or clients treated by a Provider during the Term, unless otherwise agreed to by County. Any working copies of client records generated by Kings View will be maintained by Kings View throughout the term of the contract. Should the contract be terminated, all working copies of client records will be securely shipped back to the County at their expense. In the event of a claim or challenge by a patient or any regulatory authority, County shall cooperate with Kings View by making the patient files in County's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). Kings View shall similarly cooperate with County and make available working copies of client records in the event of such a claim or challenge.

b. **Maintenance of Medical Records.** County shall maintain with respect to each patient, a single standard medical record in such form, containing such information, and preserved for such time periods as are required by state and federal law.

c. **Compliance with Medicare Rules.** To the extent required by law or regulation, County shall make available, upon written request from Kings View, the Secretary of Health and Human Services, the Controller General of the United States, or any other duly authorized agent or representative, this Agreement and County's books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by the Kings View. County shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the Term. If County is requested to disclose books, documents or records

pursuant to this subparagraph for any purpose, County shall notify Kings View of the nature and scope of such request, and County shall make available, upon written request of Kings View, all such books, documents or records. County shall defend, indemnify and hold free and harmless Kings View if any amount of reimbursement is denied or disallowed because of County's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and reasonable legal fees and costs.

14. **Compliance.**

a. **Anti-Referral Laws.** In addition to the obligations of the parties to comply with applicable federal, state and local laws respecting the conduct of their profession, each acknowledges that they are subject to certain federal and state laws governing the referral of clients which are in effect or will become effective during the term of this Agreement. These laws include prohibitions on:

i. Payments for referral or to induce the referral of clients (Cal. Business and Professions Code § 650; Cal. Labor Code § 3215; and the Medicare/Medicaid Fraud and Abuse Law, §1128B of the Social Security Act); and

ii. The referral of clients by a physician for certain designated health care services to an entity with which the physician (or his/her immediate family) has a financial relationship (Cal. Labor Code §§139.3 and 139.31, applicable to referrals for workers' compensation services; Cal. Business and Professions Code § § 650.01 and 650.02, applicable to all other patient referrals within the State; and § 1877 of the Social Security Act, applicable to referrals of Medicare and MediCal clients).

b. **Compliance with Applicable Laws.** To the best of the each party's knowledge and belief, County has operated in compliance with all federal, state, County and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 U.S.C. Section 1320a- 7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payor.

c. **Confidentiality of Identifiable Patient Information.** County and Kings View acknowledge that, in the course of this Agreement, each shall become familiar with identifiable patient information, meaning any information relating to the healthcare of an individual who is or has been a patient or client of County that contains information that identifies, or can reasonably be linked to the identity of, such individual, and each shall comply with all applicable federal, state, and local laws, rules and regulations, including without limitation the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California laws regarding patient confidential information.

d. **Health Care Compliance.** County is presently participating in or otherwise authorized to receive reimbursement from Medicare, Medicaid, and other third-party payor programs, and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are

in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as the date hereof, and no condition exists or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payor program.

e. **Fraud and Abuse.** Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payor program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following: (a) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment; (b) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment; (c) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or (d) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration (i) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or (ii) in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

f. **Changes in the Law.** In the event of any changes in law or regulations implementing or interpreting any Federal or State law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

g. **Force Majeure.** Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes: fire, flood, hurricane, earthquake, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the defaulting party shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

15. **Books and Records.** For the purpose of Section 1861(v)(I)(1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, County agrees to comply with the following statutory requirements:

a. Until the expiration of four years after the furnishing of professional services pursuant to this Agreement, County shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Controller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of the Physician that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

b. If Kings View carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of professional services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Controller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

c. If County is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, the Physician shall notify the Corporation of the nature and scope of such request and the Physician shall make available, upon written request of Corporation, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

16. **Independent Contractor.** Kings View and its officers and employees, in the performance of this contract, are independent contractors in relation to County and not officers or employees of County. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of County. Kings View shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. Kings View further represents to County that Kings View has no expectation of receiving any benefits incidental to employment.

17. **Interest of Public Officials.** No officer, agent, or employee of County during their tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **Waiver.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by Kings View or County.

19. **Entire Agreement.** This Agreement and its schedules and exhibits (which are expressly incorporated herein by this reference) constitute the complete understanding of the parties and supersede any and all other agreements, either oral or written, between the parties with respect to its subject matter, and no agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.

20. **Partial Invalidity.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

21. **Gender.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

22. **Law Governing Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

23. **Assignment.** This Agreement shall be binding upon County and its successors and assigns and upon the heirs, representatives, executors, and administrators of the Physician; provided, however, that, except to the extent that this Agreement authorizes Kings View to employ, contract with, or otherwise arrange for the provision of the Telepsychiatric Services by a Provider, Kings View shall not assign this Agreement nor any of Kings View's rights, duties or obligations hereunder without the prior written consent of the County.

24. **Notices.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-four (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

If to County: Gail Zwier, Director
Inyo County Behavioral Health
162 J. Grove St.
Bishop, CA 93514

If to Kings View: Amanda Nugent Divine, CEO
Kings View Corporation
7170 North Financial Drive
Fresno, CA 93720

25. **Discrimination.** County and Kings View agree not to differentiate or discriminate in the provision of medical services to clients due to race, color, national origin, ancestry, sex, marital status, disability, sexual orientation, age or due to a patient's status as a member of any other legally protected class.

26. **Interpretation.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party or any ambiguities shall not be strictly construed for or against either party.

27. **Term of Agreement.** This Agreement shall commence on July 1, 2019 and shall terminate on June 30, 2020.

//
Signatures to follow
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IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees for itself, its employees, officers, partners, and successors, to be fully bound by all terms and condition of this Agreement.

"Kings View"

Kings View Corporation, a California not-for-profit corporation

By:  7/24/19
Jim S. Rodriguez, CFO DATE

"County"

County of Inyo, a political subdivision of the State of California

By: _____
Gail Zwier, HHS Director-Behavioral Health DATE



County of Inyo



Health & Human Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Rhiannon Baker

RE: Ratify the Contract between County of Inyo and Crestwood Behavioral Health, Inc.

RECOMMENDED ACTION:

Request Board ratify and 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 the amount not to exceed \$22,000 for the period of July 1, 2019 to June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Mental Health currently has one LPS-conserved individual at Crestwood Behavioral Health, Inc. This individual is placed in a Crestwood facility in Stockton. This individual had resided in the IMO facility in Vallejo for many years but was moved to the Stockton facility due to a change in the designation of the Vallejo facility. 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.

Crestwood has offered excellent service for vulnerable persons. They are committed to providing service in the least restrictive setting. The conservatees continue to receive quality treatment in this facility.

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 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. This contract is budgeted in Mental Health (045200) in Support & Care w/1099 (5508). No County General Funds.

ATTACHMENTS:

1. Inyo Contract with Crestwood Behavioral Health
2. Crestwood ARF

**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, 2019 to June 30, 2020 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-Two Thousand Dollars and no cents
(\$ 22,000) (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, its officers, officials, employees, and volunteers shall hold harmless, defend, and indemnify Contractor 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:

<u>County of Inyo</u>	
<u>HHS – Behavioral Health</u>	Department
<u>162 J Grove</u>	Street
<u>Bishop, CA 93514</u>	City and State

<u>Contractor:</u>	
<u>Gary Zeyen</u>	Name
<u>520 Capitol Mall, Suite 800</u>	Street
<u>Sacramento, CA 95814</u>	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

By: _____
Signature

Type or Print Name

Dated: _____

CONTRACTOR

By: _____
Signature

GARY FRYER
Type or Print Name

Dated: 6/7/19

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg
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, 2019 **TO:** June 30, 2020

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, 2019 **TO:** June 30, 2020

SCHEDULE OF FEES:

See attached schedule of fees for treatment sites and programs. Refer to "Geropsych 65+" Stockton facility for current services. Fee is for the Special Treatment Program patch rate of \$57.00 per day.

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
MODESTO	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
REDDING GTC	0	0.00
	23.00	23.00
	57.00	57.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	23.00	23.00
	31.00	31.00
	57.00	57.00

ATTACHMENT C

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

TERM:

FROM: July 1, 2019 **TO:** June 30, 2020

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Verification of Coverage

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

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only: AGENDA NUMBER
--

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

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF:

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

DEPARTMENTAL RECOMMENDATION:

Request Board ratify 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 the amount not to exceed \$22,000 for the period of July 1, 2019 to June 30, 2020; contingent upon Board's adoption of FY 2019/2020 Budget; and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Mental Health currently has one LPS-conserved individual at Crestwood Behavioral Health, Inc. This individual is placed in a Crestwood facility in Stockton. This individual had resided in the IMD facility in Vallejo for many years but was moved to the Stockton facility due to a change in the designation of the Vallejo facility. 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.

Crestwood has offered excellent service for vulnerable persons. They are committed to providing service in the least restrictive setting. The conservatees continue to receive quality treatment in this facility.

ALTERNATIVES:

Your Board could choose not to approve this contract. This would jeopardize the placement for the 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. This contract is budgeted in Mental Health (045200) in Support & Care w/1099 (5508). No County General Funds.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>6/18/19</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>7/25/19</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>J</u> Date <u>7/30/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____ Date: _____



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 20, 2019

FROM: Assistant Clerk of the Board

RE: Approval of Board of Supervisors meeting minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of August 13, 2019.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the draft minutes have been approved by the Board, they will be posted for the public on the County's website: 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: