



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

Hurlbut-Rook Community Center
405 Tecopa Hot Springs Rd., Tecopa, CA 92389

NOTICE TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) 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). (3) 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).

REGULAR MEETING March 12, 2024

Start Time

3 P.M.

- 1) **Pledge of Allegiance**
- 2) **Presentation - Risk Management's Annual Safety Award for "Most Improved in Safety" (Southeast County edition)**
- 3) **Public Comment**
Comments may be time-limited

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

- 4) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the special Board of Supervisors meeting of February 22, 2024 and the regular Board of Supervisors meeting of March 5, 2024.

5) **Approve Intergovernmental Agreements with Department of Health Care Services**

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Ratify and approve the Intergovernmental Agreement between the County of Inyo and Department of Health Care Services to transfer public funds for the county nonfederal share of Medi-Cal payments for specialty mental health and drug Medi-Cal services for the period of July 1, 2023 through December 31, 2026, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign both agreements.

REGULAR AGENDA

6) **Active Transportation Program, Tecopa Community Connectivity Grant Proposal**

Public Works | Justine Kokx

10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Receive presentation on the Active Transportation Grant Program, Tecopa Community Connectivity Project

7) **Presentation on Proposition 1**

Health & Human Services - Behavioral Health | Anna Scott

15 minutes (10min. Presentation / 5min. Discussion)

Recommended Action: Receive a presentation on Proposition 1 and the expected local implications thereof.

8) **Presentations/Updates** - The following individuals will address the Board on items of interest to Southeast Inyo County and the County as a whole:

- A) Matthew Paruolo, Southern California Edison Government Relations Manager;
- B) Robin Flinchum, Board Chairperson, Southern Inyo Fire Protection District;
- C) Mason Voel, Executive Director of the Amargosa Conservancy;
- D) Susan Sorrells and Cameron Mayer with Friends of the Amargosa Basin;
- E) Paul Barnes of Tecopa Hot Springs Conservancy, the concessionaire of Tecopa Hot Springs Campground; and
- F) Marc Stamer, Barstow BLM Field Manager

9) **Public Comment**

Comments may be time-limited





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AGENDA ITEM REQUEST FORM

March 12, 2024

Reference ID:
2024-17

Presentation - Risk Management's Annual Safety Award for "Most Improved in Safety" (Southeast County edition) County Administrator - Risk Management

NO ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Request Board receive presentation of Risk Management's east county edition of the Annual Safety Award for "Most Improved in Safety"

BACKGROUND / SUMMARY / JUSTIFICATION:

Continuous improvement is the hallmark of a successful safety program. The annual safety awards acknowledge continuous improvement in employee and facility site safety. The awards also encourage such improvements throughout all county locations. Two of three 2023 awards have already been given. The award is given at the discretion of Risk Management following the annual comprehensive safety audit, which takes place every Fall. Risk Management wishes to thank all employees for their input and cooperation during inspections in August, September, and October 2023. The third award for 2023 will be announced during the presentation.

FISCAL IMPACT:

Funding Source	n/a	Budget Unit	
Budgeted?	n/a	Object Code	
Recurrence	n/a		
Current Fiscal Year Impact			
n/a			
Future Fiscal Year Impacts			
n/a			
Additional Information			

This presentation is for recognizing our employees and their dedication to safety and continuous improvement in safer workspaces and work practices. The presentation does not address the long-term financial benefit, improved employee happiness and retention, and reduction in potential losses related to continuous improvement in safety.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

n/a

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The award winner was involved with three years of progress, had support from the department and administration, and is aware of the award.

ATTACHMENTS:

APPROVALS:

Aaron Holmberg	Created/Initiated - 1/6/2024
Darcy Ellis	Approved - 1/6/2024
Aaron Holmberg	Approved - 1/6/2024
Keri Oney	Approved - 1/8/2024
Nate Greenberg	Final Approval - 3/6/2024



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AGENDA ITEM REQUEST FORM

March 12, 2024

Reference ID:
2024-184

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of March 5, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 3/6/2024
Final Approval - 3/6/2024

MINUTES



County of Inyo Board of Supervisors

March 5, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on March 5, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Vice Chairperson Scott Marcellin, presiding, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis. Absent: Chairperson Kingsley.

- Closed Session* The Vice Chairperson asked for public comment related to closed session items and there was no one wishing to speak.
- Public Comment*
- Closed Session* Vice Chairperson Marcellin recessed open session at 8:36 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – 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 Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington; and No. 2B **Public Employment – Pursuant to Government Code §54957** – Title: Public Defender.
- Open Session* Vice Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:10 a.m. with all Board members present except Supervisor Kingsley.
- Pledge of Allegiance* Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that the Board met under Item Nos. 2 and 2B and that no action was taken during closed session required to be reported.
- Risk – Annual Safety Awards* Risk Manager Aaron Holmberg and Safety Coordinator Tehauna Tiffany presented the Annual Safety Award for "Most Improved in Safety" to the Bishop Wellness, with Wellness Center Supervisor Vanessa Ruggio and HHS Specialist Vivian DeLaRiva accepting, and the Agriculture Department, with Agricultural Commissioner Nate Reade and Program Supervisor Rob Miller accepting.
- Introductions* The following new employees were introduced to the Board: Assistant Chief Information Officer Abhilash Itharaju; Probation Rehabilitation Specialist Lora Terrasas and Probation Rehabilitation Specialist Jesus Garcia Martinez; and from HHS, Office Technician Malissa Creekmore, Prevention Specialist Caroline Hagopian, Office Clerk Sandra Garcia Hernandez, Program Services Assistant Barbara Southey, Residential Caregiver Adam Veenker, and Office Clerk Emma Williams.
- Public Comment* Vice Chairperson Marcellin asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Susan Nottingham, Pam Wines, Duane Rossi, and Christie Patterson.

<i>County Department Reports</i>	<p>Assessor Dave Stottlemyre provided information and a handout to the Board on the new "571 Annual Statement Assistance" outreach program that his office is offering to taxpayers.</p> <p>Agricultural Commissioner Nate Reade informed attendees about a recent press release on mosquito abatement activity and explained why the department does not fog during the cold season.</p> <p>Risk Manager Aaron Holmberg said he attended the quarterly PRISM board meeting and shared updates on changes to insurance premiums.</p> <p>Public Works Director Mike Errante recognized Road Department staff for their recent efforts and provided a status on the Mt. Whitney Portal Road repair project.</p>
<i>Clerk of the Board – Approval of Minutes</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meetings of February 6, 2024, and February 20, 2024. Motion carried 4-0 with Supervisor Kingsley absent.</p>
<i>Risk - Employee Medical Services and First Aid Policies and Procedures</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the "Employee Medical Services and First Aid Policies and Procedures." Motion carried 4-0 with Supervisor Kingsley absent.</p>
<i>Sheriff – OHV Grant Application / Reso. No. 2024-07</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Resolution No. 2024-07, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Kingsley absent.</p>
<i>HHS-First 5 – First 5 Children and Families Commission Appointment</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to appoint Ms. Josie Rogers to a new three-year term on the First 5 Children and Families Commission ending December 5, 2026. Motion carried 4-0 with Supervisor Kingsley absent.</p>
<i>HHS-Fiscal – HHAP 1 Funding Amendment No. 2</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No. 2 to the agreement between the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services, Inyo County Health and Human Services (HHS) and Inyo Mono Advocates for Community Action, Inc. (IMACA) for the administration of Homeless, Housing, Assistance, and Prevention Program (HHAP) Round 1 funding in an amount not to exceed \$733,546.24, increasing HHS's responsibility and liability limited to the unspent amount of \$494,267.18, with the term of this agreement commencing upon BCSH approval of the agreement through June 30, 2025, and authorize the HHS Director to sign the standard agreement amendment (STD213). Motion carried 4-0 with Supervisor Kingsley absent.</p>
<i>HHS-Fiscal – HHAP 2 Funding Amendment No. 2</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No. 2 to the agreement between the Business, Consumer Services and Housing Agency (BCSH) of the State of California Department of General Services, Inyo County Health and Human Services (HHS) and Inyo Mono Advocates for Community Action, Inc. (IMACA) for the administration of Homeless, Housing, Assistance, and Prevention Program (HHAP) Round 2 funding in an amount not to exceed \$356,764, reducing HHS's responsibility and liability limited to the unspent amount from \$355,200.68 to \$324,093.03, with the term of this agreement commencing upon BCSH approval of the agreement through June 30, 2026, and authorize the HHS Director to sign the standard agreement amendment (STD213). Motion carried 4-0 with Supervisor Kingsley absent.</p>
<i>Public Works- Recycling & Waste Management – Landfill Fee Waiver</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve waiver of solid waste disposal and gate fees for the Lone Pine Paiute-Shoshone Reservation Environmental & Air Quality Department event, Saturday, April 27, 2024. Motion carried 4-0 with Supervisor Kingsley absent.</p>

<i>Child Support Services – Mono County/Tioga Room Lease Agreement</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the Lease Agreement between the County of Mono and County of Inyo, for the real property described as the "Tioga Room," located at 1290 Tavern Road, Mammoth Lakes, CA 93546 for a term of three years in an amount not to exceed \$250 per month for the period of March 1, 2024 to March 1, 2027, for a total not-to-exceed amount of \$9,000, contingent upon future budget approval, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0 with Supervisor Kingsley absent.
<i>Agricultural Commissioner – Commercial Cannabis License Ownership Change Request</i>	Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve a change of ownership request for commercial cannabis business license 000140, operating under the name Nanofarms, LLC. Motion carried 4-0 with Supervisor Kingsley absent.
<i>Planning Department – 2023 General Plan Progress Report</i>	<p>The Board received a presentation from Planning Director Cathreen Richards on the Inyo County General Plan and 2023 Annual Progress Report (GPAPR) and the Housing Element Implementation Report.</p> <p>Vice Chairperson Marcellin asked if there was anyone wishing to speak, and public comment was received from Lauralynn Hundley.</p> <p>Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the GPAPR as written and direct staff to send to the Department of Housing and Community Development (HCD) and the State Office of Planning and Research (OPR). Motion carried 4-0 with Supervisor Kingsley absent.</p>
<i>Water Department – Owens Valley Groundwater Authority Meeting Preparation</i>	Water Director Dr. Holly Alpert provided an oral report to the Board on the upcoming Groundwater Authority meeting being held on March 14 and highlighted some of the main agenda items.
<i>Recess/Reconvene</i>	Vice Chairperson Marcellin recessed the regular Board meeting for a break at 12:07 p.m. and reconvened at 12:24 p.m. with all Board members present except Supervisor Kingsley.
<i>County Counsel – Proposed Inyo County Mobile Vending Program Workshop</i>	<p>Deputy County Counsel Grace Weitz provided a presentation on the proposed Inyo County Mobile Vending Program, outlining current problems and explaining how the possible solution would allow mobile vendors the opportunity to sell their goods on County property.</p> <p>Weitz described the potential application process, Planning Director Cathreen Richards discussed the proposed zoning changes that would need to be made to accommodate mobile vendors, and Environmental Health Director Jerry Oser provided clarification on the permitting process involved.</p> <p>Public comment was received from Linda Chaplin.</p> <p>Board members directed staff to proceed with a request to the Planning Commission for review of proposed zoning changes, put together a prototype application, and work on a proposed ordinance to bring back to Board at a future meeting.</p>
<i>Public Comment</i>	<p>Vice Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was nobody wishing to speak.</p> <p>Supervisor Marcellin took the time to thank the following agencies for working collaboratively to take suspects into custody in the Dorothy McQueen and David Miller murder cases: Inyo County Sheriff, Inyo County District Attorney, Bishop Police Department, CHP, and Mono County Sheriff.</p>
<i>Board Member & Staff Reports</i>	CAO Greenberg said he attended a Financial Advisory Committee meeting and will be traveling to Shoshone next week for the joint meeting with Inyo County Office of Education and the Annual Southeast Inyo Board meeting.

Supervisor Griffiths said he visited the Bishop fairgrounds voting precinct, attended meetings of the Bishop City Council and the Eastern Sierra Council of Governments and has upcoming meetings with the California Counties Board, California State Association of Counties, the Eastern Sierra Conservancy Board, and Board meetings in Shoshone.

Supervisor Orrill said she attended meetings of the Financial Advisory Committee, the Northern Inyo Hospital Board, and Eastern Sierra Council of Governments, met with local non-profit Friends of the Inyo's Desert Lands Organizer Jaime Lopez Wolters, attended a "Meet the Candidates" forum, and will be traveling to Sacramento for a California State Association of Counties meeting.

Supervisor Roeser said she attended a remote conference on national public lands policy and, a "California Jobs First" meeting, and hosted a wildfire preparedness meeting for her district.

Supervisor Marcellin said he attended the Northern Inyo Hospital Rehabilitation Clinic relocation grand reopening and meetings for the Local Transportation Commission, the Financial Advisory Committee and Supervisor Roeser's wildfire preparedness meeting, and listened to the Rural County Representatives of California end of the month call-in. Marcellin encouraged attendees to get out and vote.

Adjournment

The Vice Chairperson adjourned the meeting at 1:14 p.m. to 12:30 p.m. Tuesday, March 12, 2024, at the Flower Building, 118 N. State Highway 127 in Shoshone, CA.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

*by: _____
Darcy Ellis, Assistant*



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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 12, 2024

Reference ID:
2024-166

Approve Intergovernmental Agreements with Department of Health Care Services Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the Intergovernmental Agreement between the County of Inyo and Department of Health Care Services to transfer public funds for the county nonfederal share of Medi-Cal payments for specialty mental health and drug Medi-Cal services for the period of July 1, 2023 through December 31, 2026, contingent upon the Board's approval of future budgets, and authorize the Health and Human Services Director to sign both agreements.

BACKGROUND / SUMMARY / JUSTIFICATION:

One part of the CalAIM payment reform is that counties are now responsible for temporary coverage of the non-federal share of MediCal payments for specialty mental health and substance use disorder treatment services. The County was given two options on how this could be put into effect:
1) Counties would authorize the State Controller's Office to withhold a fixed percentage of realignment funds that would later be transferred to the Department of Health Care Services (DHCS) and DHCS would then develop a reconciliation process for the counties;
2) The other option (the one we chose) is that the counties will manually transfer the funds into an account with DHCS where it will send us monthly statements of activity. DHCS will seek Federal Financial Participation for the Medi-Cal billable services and then pay Inyo County HHS the federal and non-federal share of those payments.

HHS is requesting ratification and approval to enter into two agreements with DHCS for the intergovernmental transfer of public funds. Though HHS changed the Electronic Health Records system in January and has been working with the contractor to process the new "fee for service" billing in the new system that began July 1, 2023, this agreement needs to be in place before invoices can be submitted to DHCS. These agreements were not received from DHCS until mid-November, 2023.

FISCAL IMPACT:

Funding Source	Mental Health Realignment and MediCal payments	Budget Unit	045200/045315
Budgeted?	Yes	Object Code	4748

Recurrence	Ongoing Funding and expenditures	
Current Fiscal Year Impact		
Future Fiscal Year Impacts		
Additional Information		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not approve these agreements, we will not be able to bill Medi-Cal for mental health or substance-use disorder treatment services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- DMC-County IGT Agreement Manual
- SMHS IGT Agreement Manual

APPROVALS:

Melissa Best-Baker	Created/Initiated - 2/21/2024
Darcy Ellis	Approved - 2/21/2024
Anna Scott	Approved - 2/28/2024
Melissa Best-Baker	Approved - 2/28/2024
John Vallejo	Approved - 3/7/2024
Amy Shepherd	Approved - 3/7/2024
Nate Greenberg	Final Approval - 3/7/2024

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the COUNTY OF INYO (“Governmental Funding Entity”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds.

1.1. For the county nonfederal share of Medi-Cal payments for Drug Medi-Cal services furnished through the Governmental Funding Entity’s Drug Medi-Cal County (DMC) delivery system, and consistent with Welfare and Institutions Code [Section](#) 14184.403, the Governmental Funding Entity agrees to the transfer of public funds to DHCS for the service period of July 1, 2023, through December 31, 2026 (“Service Period”). The Governmental Funding Entity shall transfer the public funds in accordance with the terms and conditions of this Agreement, Welfare and Institutions Code [Section](#) 14164, and DHCS issued Behavioral Health Information Notices.

1.2. In any month in which the DMC County Funds Accounting (“CFA”) balance is less than the amount necessary to fund the county nonfederal share of approved claims in that claim file, the Governmental Funding Entity agrees to transfer funds in an amount necessary to fund the county non-federal share of approved claims. “CFA balance” is defined as the real time balance in the Governmental Funding Entity’s CFA account. DHCS will withhold payment of claims for any month triggering this provision until the necessary funds are received. Upon receipt of these funds, DHCS will credit the funds to the Governmental Funding Entity’s CFA and release the applicable claim file for payment.

1.3. The Governmental Funding Entity may transfer funds to DHCS to deposit into the Medi-Cal County Behavioral Health Fund at any time during the course of this Agreement through a wire transfer, Automated Clearing House, or physical check.

1.4. If, at the end of the Service Period, the CFA balance reflects an excess of funds transferred that was necessary to fund the county nonfederal share of approved claims with dates of service during the Service Period, DHCS agrees to return the unexpended funds to the Governmental Funding Entity. If mutually agreed to by the parties, amounts due to or owed by the Governmental Funding Entity may be offset against future transfers. Actual approved claims and the associated county nonfederal share amounts will be considered final [two years after] the end of the Service Period.

1.5. The Governmental Funding Entity certifies that any funds transferred pursuant to this Agreement qualify for federal financial participation pursuant to Section 433.51 of Title 42 of the Code of Federal Regulations, any other applicable federal Medicaid laws, and the CalAIM Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from federal healthcare programs to the extent that the program revenue is not obligated to the State as the source of funding.

1.6. The funds transferred pursuant to this Agreement represent a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of all state and federal laws, including but not limited to Section 14184.403 of the Welfare and Institutions Code and 42 U.S.C. § 1396d(cc).

1.7. The Governmental Funding Entity agrees that failure to timely transfer funds in accordance with this Agreement constitutes a failure to perform functions of a program funded by the Behavioral Health Subaccount that may place federal Medicaid funds at risk such that DHCS may take the steps and issue the notifications set forth in Section 30027.10 of the California Government Code. In the event of a disallowance or deferral of federal funds related to the allowability of funds transferred pursuant to this Agreement, DHCS shall be held harmless from any such deferral or disallowance of federal funds, and associated federally-imposed interest if applicable. If, after conferring with the Governmental Funding Entity, DHCS determines that the disallowances and deferral cannot be cured through the provision of alternate public funds, the Governmental Funding Entity shall be responsible for refunding the federal portion of that disallowance or deferral to DHCS. DHCS shall recoup the dis- allowed federal funding already paid to the Governmental Funding Entity for such purpose. The Governmental Funding Entity shall retain the county nonfederal share of such recouped payments.

1.8. The Governmental Funding Entity must, in accordance with applicable federal regulations, maintain all documentation necessary to verify that the funds transferred meet the requirements of Section 1.5. This documentation must include any records required for Medi-Cal field audits.

2. County Funds Accounting Report

2.1. DHCS shall provide the Governmental Funding Entity a CFA report on the 15th of every month. The CFA report shall include information for the prior calendar month. The CFA report shall include the Governmental Funding Entity's starting CFA amount, which is the ending amount from the prior month, an itemized list of all transactions that increased and decreased the CFA aggregate amount during the reporting month, including but not limited to all approved claims and amounts transferred, as applicable, pursuant to this Agreement, the CFA ending amount based on the listed transactions, and the recommended amount the Government Funding Entity should transfer to meet the account threshold described in Section 1.2. Transaction details will include the transaction identifier or warrant number, the transaction date, a description of the transaction, the amount of the transaction, and the CFA balance after the transaction.

3. Authorized Use of Transferred Funds

3.1. DHCS shall exercise its authority under Section 14184.403 of the Welfare and Institutions Code to accept funds transferred by the Governmental Funding Entity pursuant to this Agreement as public funds, to use for the purpose set forth in Section 3.2.

3.2. The funds transferred by the Governmental Funding Entity pursuant to this Agreement shall be used exclusively to fund the county's nonfederal share of Medi-Cal payments associated with the provision of Drug Medi-Cal services Section 14184.403 of the Welfare and Institutions Code. The funds transferred that constitute the county nonfederal share, together with the applicable federal financial participation and State funds, shall be paid by DHCS to the Medi-Cal behavioral health delivery system associated with the Governmental Funding Entity, consistent with applicable state and federal requirements for the applicable service periods from July 1, 2023 through December 31, 2026, in accordance with Section 14184.403 of the Welfare and Institutions Code.

3.3. DHCS shall seek Federal Financial Participation for the Medi-Cal payments specified in Section 3.2 to the full extent permitted by federal law. The total intergovernmental transfer-funded payment amount, which includes the federal and nonfederal share, paid to a Medi-Cal behavioral health delivery system shall be for the support of behavioral health-related services and activities that benefit patients served by the Medi-Cal behavioral health delivery system, consistent with federal law. The Drug Medi-Cal health system associated with the Governmental Funding Entity, that receives payments pursuant to Section 3.2, will retain 100% of those payments to use to meet the costs of furnishing such services and activities which may include the Governmental Funding Entity's payment to its subcontract providers. Nothing in this agreement shall be construed to direct the manner, including type or amount, in which the Drug Medi-Cal System shall meet such costs.

4. Dispute Resolution Process.

4.1. In the event of a dispute arising under this Agreement, including but not limited to, disputes related to the CFA report, the Governmental Funding Entity must submit an appeal letter to DHCS. Such appeal letter must be submitted within 120 calendar days of receipt of the CFA report or other relevant documentation. The dispute letter must set forth the relevant facts and explanation of the dispute.

4.2. Within 60 calendar days of receipt of the appeal letter, DHCS will issue a final decision to the Governmental Funding Entity. The 60-day time period may be extended if the Governmental Funding Entity and DHCS agree in writing on an extension of time to evaluate and resolve the dispute.

5. Amendments.

5.1. No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

5.2. The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 3 of this Agreement.

6. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email to the below stated contacts or in writing and delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the Governmental Funding Entity:

Inyo County Health & Human Services
Fiscal Division
P.O. Drawer H
Independence, CA 93526
inyohhsfiscal@inyocounty.us

To DHCS:

Kenneth Rhodes, Fiscal Section
California Department of Health Care Services
Local Government Finance Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
BH-IGT@dhcs.ca.gov

7. Other Provisions.

7.1. This Agreement contains the entire Agreement between the parties with respect to the County's nonfederal share of payments associated with the Governmental Funding Entity's Medi-Cal behavioral health delivery system that are voluntarily funded by the Governmental Funding Entity, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the Governmental Funding Entity and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

7.2. The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

7.3. Section 2 of this Agreement shall remain in effect for 15 months after the expiration or termination of this Agreement.

7.4. Nothing in this Agreement is intended to confer any rights or remedies on any third party, any third party provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

7.5. Time is of the essence in this Agreement.

7.6. Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7.7. For purposes of this Agreement, “approved claims” shall mean Drug Medi-Cal claims submitted to the Short-Doyle Medi-Cal claiming system submitted by and approved for payment to the Governmental Funding Entity.

8. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS’ powers, authorities, and duties under Federal and State law and regulations.

9. Approval. This Agreement is of no force and effect until signed by the parties.

10. Term. This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE COUNTY OF INYO:

By: _____ Date: _____
ANNA SCOTT, DIRECTOR

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

[DHCS SIGNATORY]

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the COUNTY OF INYO, DEPARTMENT OF HEALTH AND HUMAN SERVICES, (“Governmental Funding Entity”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds.

1.1. For the county nonfederal share of Medi-Cal payments for specialty mental health services furnished through the Governmental Funding Entity’s specialty mental health delivery system, and consistent with Welfare and Institutions Code Section 14184.403, the Governmental Funding Entity agrees to the transfer of public funds to DHCS for the service period of July 1, 2023, through December 31, 2026 (“Service Period”). The Governmental Funding Entity shall transfer the public funds in accordance with the terms and conditions of this Agreement, Welfare and Institutions Code Section 14164, and DHCS issued Behavioral Health Information Notices.

1.2. In any month in which the Specialty Mental Health County Funds Accounting (“CFA”) balance is less than the amount necessary to fund the county nonfederal share of approved claims in that claim file, the Governmental Funding Entity agrees to transfer funds in an amount necessary to fund the county non-federal share of approved claims. “CFA balance” is defined as the real time balance in the Governmental Funding Entity’s CFA account. DHCS will withhold payment of claims for any month triggering this provision until the necessary funds are received. Upon receipt of these funds, DHCS will credit the funds to the Governmental Funding

Entity's CFA and release the applicable claim file for payment.

1.3. The Governmental Funding Entity may transfer funds to DHCS to deposit into the Medi-Cal County Behavioral Health Fund at any time during the course of this Agreement through a wire transfer, Automated Clearing House, or physical check.

1.4. If, at the end of the Service Period, the CFA balance reflects an excess of funds transferred that was necessary to fund the county nonfederal share of approved claims with dates of service during the Service Period, DHCS agrees to return the unexpended funds to the Governmental Funding Entity. If mutually agreed to by the parties, amounts due to or owed by the Governmental Funding Entity may be offset against future transfers. Actual approved claims and the associated county nonfederal share amounts will be considered final [two years after] the end of the Service Period.

1.5. The Governmental Funding Entity certifies that any funds transferred pursuant to this Agreement qualify for federal financial participation pursuant to Section 433.51 of Title 42 of the Code of Federal Regulations, any other applicable federal Medicaid laws, and the CalAIM Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from federal healthcare programs to the extent that the program revenue is not obligated to the State as the source of funding.

1.6. The funds transferred pursuant to this Agreement represent a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of all state and federal laws, including but not limited to Section 14184.403 of the Welfare and Institutions Code and 42 U.S.C. § 1396d(cc).

1.7. The Governmental Funding Entity agrees that failure to timely transfer funds in accordance with this Agreement constitutes a failure to perform functions of a program funded by the Behavioral Health Subaccount that may place federal Medicaid funds at risk such that DHCS may take the steps and issue the notifications set forth in Section 30027.10 of the California Government Code. In the event of a disallowance or deferral of federal funds related to the allowability of funds transferred pursuant to this Agreement, DHCS shall be held harmless from any such deferral or disallowance of federal funds, and associated federally-imposed interest if applicable. If, after conferring with the Governmental Funding Entity, DHCS determines that the disallowances and deferral cannot be cured through the provision of alternate public funds, the Governmental Funding Entity shall be responsible for refunding the federal portion of that disallowance or deferral to DHCS. DHCS shall recoup the dis- allowed federal funding already paid to the Governmental Funding Entity for such purpose. The Governmental Funding Entity shall retain the county nonfederal share of such recouped payments.

1.8. The Governmental Funding Entity must, in accordance with applicable federal regulations, maintain all documentation necessary to verify that the funds transferred meet the requirements of Section 1.5. This documentation must include any records required for Medi-Cal field audits.

2. County Funds Accounting Report

2.1. DHCS shall provide the Governmental Funding Entity a CFA report on the 15th of every month. The CFA report shall include information for the prior calendar month. The CFA report shall include the Governmental Funding Entity's starting CFA amount, which is the ending amount from the prior month, an itemized list of all transactions that increased and decreased the CFA aggregate amount during the reporting month, including but not limited to all approved claims and amounts transferred, as applicable, pursuant to this Agreement, the CFA ending amount based on the listed transactions, and the recommended amount the Government Funding Entity should transfer to meet the account threshold described in Section 1.2. Transaction details will include the transaction identifier or warrant number, the transaction date, a description of the transaction, the amount of the transaction, and the CFA balance after the transaction.

3. Authorized Use of Transferred Funds

3.1. DHCS shall exercise its authority under Section 14184.403 of the Welfare and Institutions Code to accept funds transferred by the Governmental Funding Entity pursuant to this Agreement as public funds, to use for the purpose set forth in Section 3.2.

3.2. The funds transferred by the Governmental Funding Entity pursuant to this Agreement shall be used exclusively to fund the county's nonfederal share of Medi-Cal payments associated with the provision of specialty mental health services Section 14184.403 of the Welfare and Institutions Code. The funds transferred that constitute the county nonfederal share, together with the applicable federal financial participation and State funds, shall be paid by DHCS to the specialty mental health delivery system associated with the Governmental Funding Entity, consistent with applicable state and federal requirements for the applicable service periods from July 1, 2023 through December 31, 2026, in accordance with Section 14184.403 of the Welfare and Institutions Code.

3.3. DHCS shall seek Federal Financial Participation for the Medi-Cal payments specified in Section 3.2 to the full extent permitted by federal law. The total intergovernmental transfer-funded payment amount, which includes the federal and nonfederal share, paid to a Medi-Cal behavioral health delivery system shall be for the support of behavioral health-related services and activities that benefit patients served by the Medi-Cal behavioral health delivery system, consistent with federal law. The specialty mental health system associated with the Governmental Funding Entity, that receives payments pursuant to Section 3.2, will retain 100% of those payments to use to meet the costs of furnishing such services and activities which may include the Governmental Funding Entity's payment to its subcontract providers. Nothing in this agreement shall be construed to direct the manner, including type or amount, in which the Specialty Mental Health System shall meet such costs.

4. Dispute Resolution Process.

4.1. In the event of a dispute arising under this Agreement, including but not limited to, disputes related to the CFA report, the Governmental Funding Entity must submit an appeal letter to DHCS. Such appeal letter must be submitted within 120calendar days of receipt of the CFA report or other relevant documentation. The dispute letter must set forth the relevant facts and explanation of the dispute.

4.2. Within 60 calendar days of receipt of the appeal letter, DHCS will issue a final decision to the Governmental Funding Entity. The 60-day time period may be extended if the Governmental Funding Entity and DHCS agree in writing on an extension of time to evaluate and resolve the dispute.

5. Amendments.

5.1. No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

5.2. The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 3 of this Agreement.

6. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email to the below stated contacts or in writing and delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the Governmental Funding Entity:

Inyo County Health & Human Services
Fiscal Division
P.O. Drawer H
Independence, CA 93526
inyohhsfiscal@inyocounty.us

To DHCS:

Kenneth Rhodes, Fiscal Section
California Department of Health Care Services
Local Government Finance Division
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By: _____ Date: _____
ANNA SCOTT, DIRECTOR

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

[DHCS SIGNATORY]



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 12, 2024

Reference ID:
2024-180

Active Transportation Program, Tecopa Community Connectivity Grant Proposal

Public Works

NO ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Justine Kokx, Transportation Planner

RECOMMENDED ACTION:

Receive presentation on the Active Transportation Grant Program, Tecopa Community Connectivity Project

BACKGROUND / SUMMARY / JUSTIFICATION:

The Active Transportation Grant Program (ATP) is a biennial grant program funded by federal and state SB1 and State Highway Account funds. The goals of the program are to increase walking and "rolling" in communities throughout California, with an emphasis on disadvantaged communities. The Inyo County Local Transportation Commission is pursuing grant funding to improve the connectivity in the community of Tecopa for biking and walking. Cycle 7 of the ATP Grant kicks off on March 21, 2024, ending June 17th, 2024. The ATP program provides an opportunity to improve conditions and safety for pedestrians and cyclists in a disadvantaged community.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Grant proposal only.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Local Transportation Commission
California Transportation Commission
Caltrans

ATTACHMENTS:

1. Active Transportation Program Cycle 7
2. Please Rate Traffic Calming Solutions Old Spanish Trail Hwy between Downey Rd and Downtown
3. Please Rate Traffic Calming Solutions on Tecopa Hot Springs Road

APPROVALS:

Justine Kokx	Created/Initiated - 3/7/2024
Darcy Ellis	Approved - 3/7/2024
Michael Errante	Approved - 3/7/2024
John Vallejo	Approved - 3/7/2024
Nate Greenberg	Final Approval - 3/7/2024



Tecopa, CA

Active Transportation Program Cycle 7

Active Transportation Program Funding

- Approximately \$555 million dollars in State & Federal funding in Fiscal years 25-26 through 28-29
- The Active Transportation Program was created to encourage increased use of active modes of transportation, such as walking and biking, and to improve safety
- Very competitive program
- 75% of Program's funds must benefit disadvantaged communities

Existing Conditions

Lack of shoulders

Speeding and stop sign running

Gaps in connectivity

Lack of pedestrian and bicycle friendly facilities

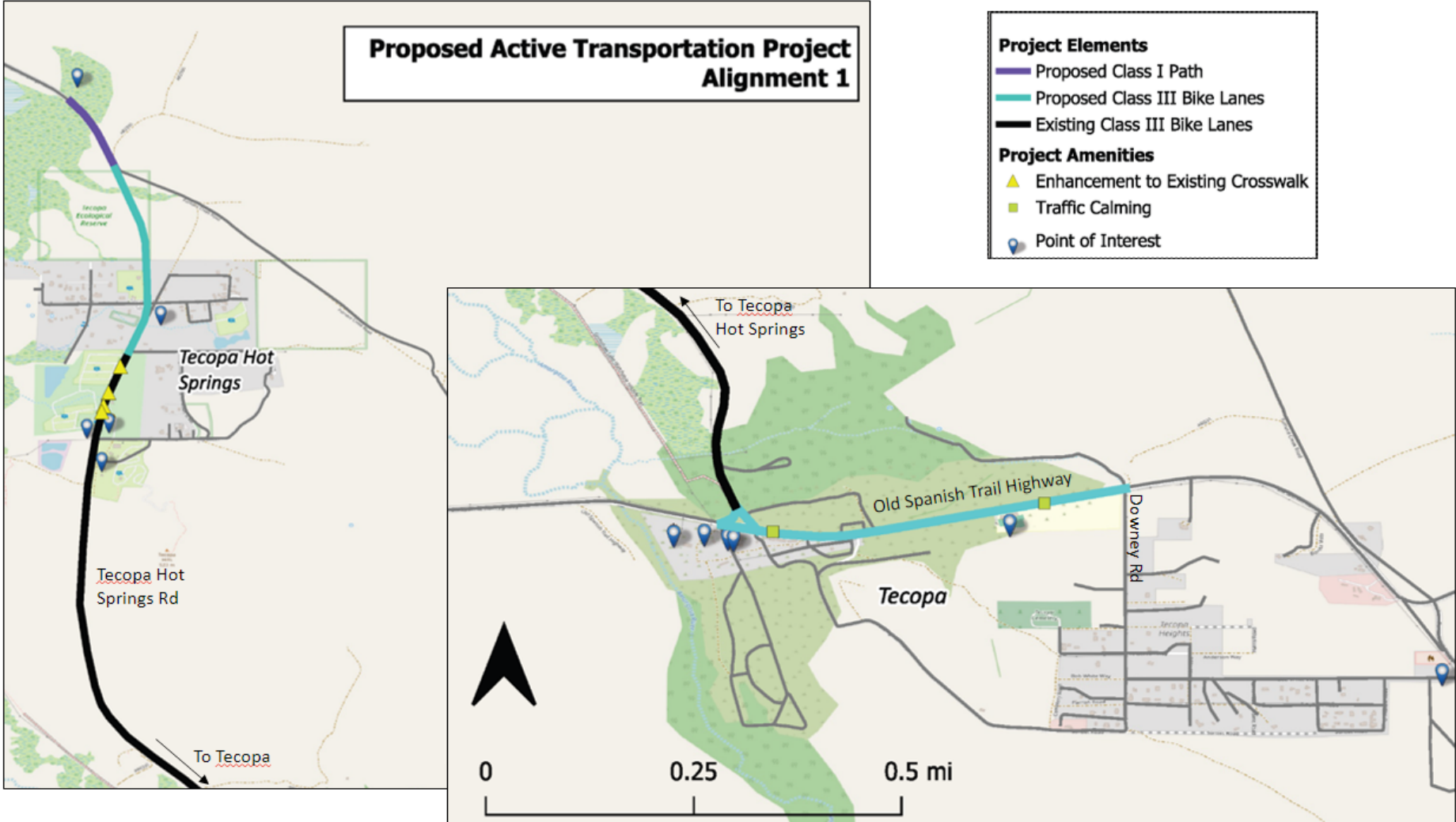
Tecopa Hot Springs Rd near the Hot Ditch



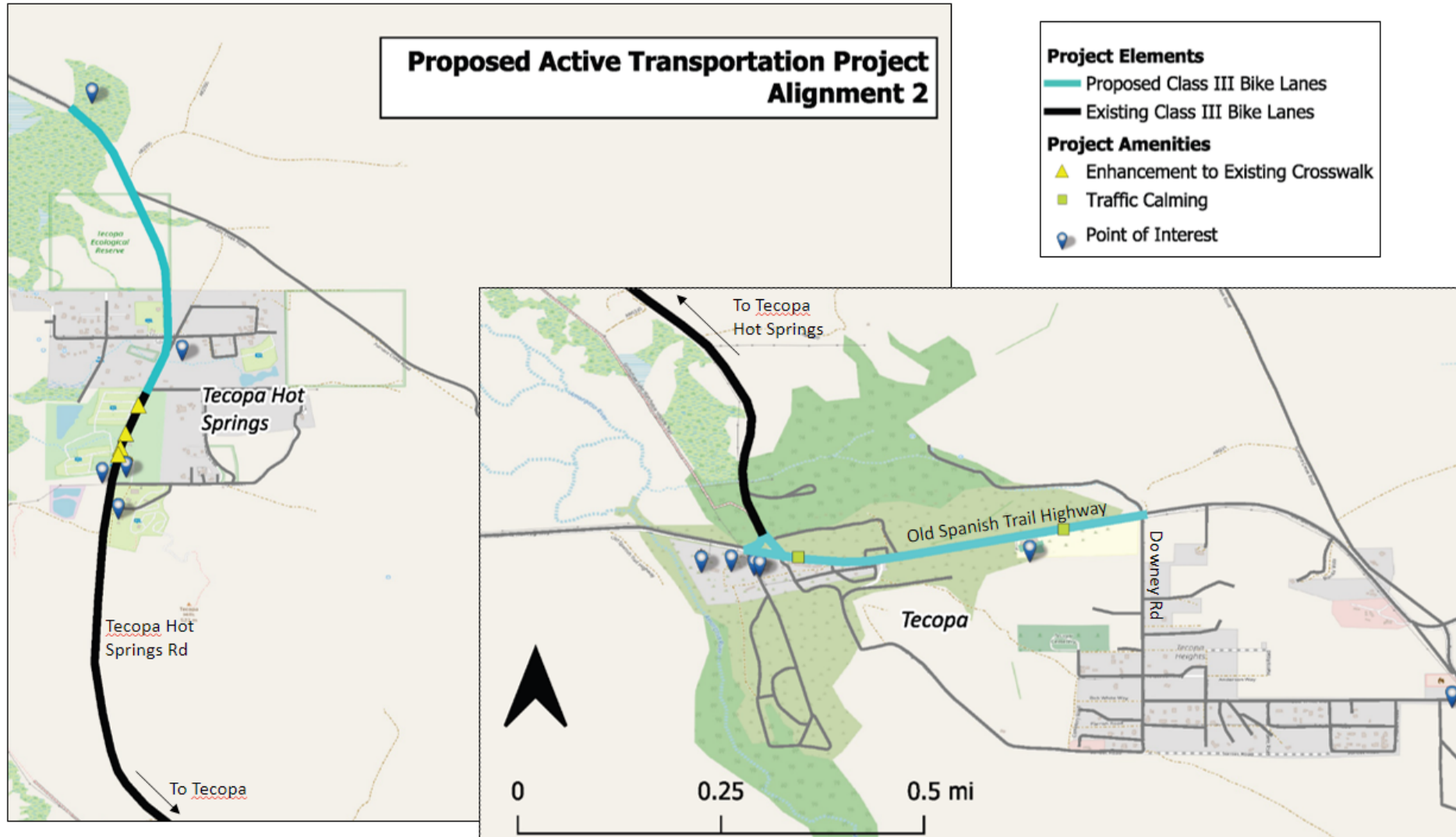
Existing Conditions



Proposed Project Area – Proposal No. 1



Proposed Project Area – Proposal No.2



Proposed Improvements

- Add shoulder and striping on OST from Downey Rd to Downtown connecting the residential area to the Post Office, church and restaurants – Class III bike lanes
- Class III bikes lanes or Class I multi use path on Tecopa Hot Springs Rd from the Resort area to the “Hot Ditch”
- Traffic calming measures such as, led lighted stop sign, high visibility crosswalks, vehicle speed feedback signage, OST interpretive signage at the Triangle, etc.

Still seeking community feedback!

- Tecopa Hot Springs Traffic Calming Survey
- <https://forms.office.com/g/7LsSmezLHt>



- Old Spanish Trail Traffic Calming Survey
- <https://forms.office.com/g/SHxu2hJRaN>





Please Rate Traffic Calming Solutions Old Spanish Trail Hwy between Downey Rd and Downtown

Rate the following traffic calming measures from 1 to 5 (1 = No way! 5 = Love it!) <https://forms.office.com/g/SHxu2hJRaN>

1

Speed Reduction Markings



2

Vehicle Speed Feedback Signs



3

Hi Viz Pedestrian Crossing Signs



☆ ☆ ☆ ☆ ☆

4

Pedestrian Hybrid Beacons (PHBs)



☆ ☆ ☆ ☆ ☆

5

Flashing Beacons



☆ ☆ ☆ ☆ ☆

6

Roundabout at the Triangle



☆ ☆ ☆ ☆ ☆

7

Gateway Monument



8

Tee-up Intersection at the Triangle



Before (Google Earth)



After (Google Earth)



9

Wayfinding Signage



10

Please describe other ideas below

11

Please provide your email address for future updates!

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 Microsoft Forms

Please Rate Traffic Calming Solutions on Tecopa Hot Springs Road



<https://forms.office.com/g/7LsSmezLHt>

Rate the following traffic calming measures from 1 to 5 (1 = No way! 5 = Love it!)

1

Speed Reduction Markings



2

Vehicle Speed Feedback Signs



3

Hi Viz Pedestrian Crossing Signs



☆ ☆ ☆ ☆ ☆

4

Pedestrian Hybrid Beacons (PHBs)



☆ ☆ ☆ ☆ ☆

5

Flashing Beacons



☆ ☆ ☆ ☆ ☆

6

Roundabout at the Triangle



☆ ☆ ☆ ☆ ☆

7

Gateway Monument



8

Wayfinding Signage



9

Please add your ideas below

10

Please provide your email address for future updates!

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INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 12, 2024

Reference ID:
2024-172

Presentation on Proposition 1 Health & Human Services - Behavioral Health NO ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Receive a presentation on Proposition 1 and the expected local implications thereof.

BACKGROUND / SUMMARY / JUSTIFICATION:

Governor Newsom's "Transformation of Behavioral Health Services" initiative recently included the placement of Proposition 1 on the March 5, 2024 ballot. Proposition 1 proposed to change the funding structure of the Mental Health Services Act, among other initiatives, which will affect the way in which the Health and Human Services Behavioral Health Division (HHS) provides services and programs throughout Inyo County. The election results were not final at the time of this writing, but staff believes the implications of Proposition 1 for Inyo County warrant discussion.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045200
Budgeted?	No	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
There are no current year fiscal impacts.			
Future Fiscal Year Impacts			
If Prop 1 passes during the March 5, 2024 election, 5% of the current MHSA allocation will be redirected to the State of California beginning in FY 26/27 and each year thereafter.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not hear this presentation, or defer this presentation to another date.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Anna Scott	Created/Initiated - 2/26/2024
Darcy Ellis	Approved - 2/27/2024
Melissa Best-Baker	Approved - 2/27/2024
Keri Oney	Approved - 3/5/2024
John Vallejo	Approved - 3/5/2024
Amy Shepherd	Approved - 3/5/2024
Nate Greenberg	Final Approval - 3/7/2024