



# 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

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

**NOTICES 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](mailto: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 August 15, 2023

*(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)*

#### Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**  
Comments may be time-limited

#### **CLOSED SESSION**

- 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 Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
- 3) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

**OPEN SESSION** (With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 A.M.**
- 4) **Pledge of Allegiance**
  - 5) **Report on Closed Session as Required by Law**
  - 6) **Public Comment**  
Comments may be time-limited
  - 7) **County Department Reports**

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

- 8) **Board of Supervisors Meeting Minutes**  
Clerk of the Board | Assistant Clerk of the Board  
  
**Recommended Action:** Approve an amendment to the regular Board of Supervisors meeting minutes for August 1, 2023 to include the action taken on Item 22 and approve the minutes from the regular Board of Supervisors meeting of August 8, 2023.
- 9) **Continuation of Local Emergency**  
County Administrator - Emergency Services | Mikaela Torres  
  
**Recommended Action:** Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023.
- 10) **Approval of Contract for Legal Services - General Labor and Employment Advice and Representation**  
County Administrator - Personnel | Keri Oney  
  
**Recommended Action:** Approve and ratify the contract between the County of Inyo and Atkinson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, in the amount of \$320,000 for the term July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Chairperson to sign the contract and HIPPA Business Associate Agreement.
- 11) **Approval of Contract for Legal Services - Law Enforcement Employment Advice and Representation**  
County Administrator - Personnel | Keri Oney  
  
**Recommended Action:** Request the Board ratify and approve the contract between the County of Inyo and Hanson Bridgett LLP for the provision of Specialized Law Enforcement Legal Services and Employment Advice, in the amount of \$100,000 for the term of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget,

authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement.

- 12) **Drug Medi-Cal Agreement with Department of Health Care Services**  
Health & Human Services - Behavioral Health | Anna Scott

**Recommended Action:** Approve and ratify the standard agreement between the County of Inyo and the California Department of Health Care Services (DHCS) for the provision of substance abuse treatment in an amount not to exceed \$1,076,000 for the period of July 1, 2023 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Acting Director to sign the Standard Agreement, Contractor Certification Clauses, and the California Civil Rights Laws Certification.

- 13) **Ordinance Repealing Ordinance No. 1172 (2012) Regarding Fees for the Inyo County Driving Under the Influence Program**  
Health & Human Services - Behavioral Health | Marilyn Mann

**Recommended Action:** Approve Ordinance 1300, titled, "An Ordinance of the board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1172 (2012) Regarding Fees for the Inyo County Driving Under the Influence Program."

- 14) **Mental Health Services Act 2022-2023 and 2023-2024 Annual Updates**  
Health & Human Services - Behavioral Health | Marilyn Mann

**Recommended Action:** Approve the Mental Health Services Act (MHSA) 2022-2023 Annual Update and approve the MHSA 2023-2024 Annual Update in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director, Behavioral Health Division, as the County's Mental Health Director, to sign.

- 15) **Mono County ESAAA Contract Amendment No. 1**  
Health & Human Services - ESAAA | Darcia Blackdeer-Lent

**Recommended Action:** Ratify and approve Amendment No. 1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, to recognize additional funding in an amount not to exceed \$60,136.00 for the period beginning July 1, 2022 through December 31, 2023, and not exceeding the total four-year contract amount of \$660,136.00 for the period of July 1, 2020 through June 30, 2024.

- 16) **USGS Joint Funding Agreement**  
Planning Department | Cathreen Richards

**Recommended Action:** Approve the Joint Funding Agreement with the U.S. Geological Survey for wells and springs monitoring in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2023 through September 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign.

17) **Plans and Specifications for the Big Pine Animal Shelter Construction**

Public Works | Michael Errante

**Recommended Action:** Approve the plans and specifications for the Big Pine Animal Shelter Project and authorize the Public Works Director to advertise the project.

18) **Request for Landfill Fee Waiver**

Public Works - Recycling & Waste Management | Michael Errante

**Recommended Action:** Approve a waiver up to the historical cap of \$100 toward the Bishop Paiute Tribe Friends of the Conservation Open Space Area pilot project.

**REGULAR AGENDA - MORNING**

19) **Cal-Ore Life Flight LLC (Sierra Lifeflight) 30-Day Contract Extension**

County Administrator | Nate Greenberg

40 minutes (10min. Presentation / 30min. Discussion)

**Recommended Action:**

- A) Authorize an amendment to the current agreement with Cal-Ore Life Flight LLC (dba Sierra Lifeflight) for the provision of 911 Emergency Medical Services in the greater Bishop area, extending the term for an additional 30 days – until September 22, 2023; and
- B) Provide direction to staff as appropriate.

20) **Presentation on the Inyo County Sheriff's Office**

Sheriff | Stephanie Rennie

35 minutes (15min. Presentation / 20min. Discussion)

**Recommended Action:** Receive a presentation from Sheriff Rennie regarding her department's functions, core services, mission, and projects.

21) **Indian Wells Valley Groundwater Authority EIR Public Process**

Board of Supervisors | John-Carl Vallejo

5 minutes

**Recommended Action:** Authorize the County Administrative Officer to provide comments on the Indian Wells Valley Groundwater Authority (IWVGA) Environmental Impact Report public process consistent with Inyo County's prior expressions of support for an IWVGA water import project utilizing water sources from other than the Owens Valley River and groundwater systems.

22) **Personal Services Contract - Water Director**

County Administrator - Personnel | Keri Oney

5 minutes (2.5min. Presentation / 2.5min. Discussion)

**Recommended Action:**

- A) Approve the contract between the County of Inyo and Dr. Holly Alpert for the provision of personal services as the Water Director at Range

- 155, Step B, \$10,463 per month effective August 17, 2023, and authorize the Chairperson to sign; and
- B) Approve Resolution 2023-23, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2021-52, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices of Institutions of the County of Inyo," and authorize the Chairperson to sign.

### **LUNCH**

- 23) The Board may recess for a lunch break and reconvene as appropriate.

### **REGULAR AGENDA - AFTERNOON**

- 1 P.M.** 24) **Board of Equalization** - The Board of Supervisors will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

### **ADDITIONAL PUBLIC COMMENT & REPORTS**

- 25) **Public Comment**  
Comments may be time-limited
- 26) **Board Member and Staff Reports**  
Receive updates on recent or upcoming meetings and projects

### **CORRESPONDENCE - INFORMATIONAL**

- 27) **California Fish and Game Commission** - Agenda for August 22-23 meeting.
- 28) **Northern Inyo Airport Advisory Committee** - Resolution expressing the committee's strong support of a crack-filling project for the hangar area pavement and urging the Board of Supervisors to support both the project and its funding in the upcoming FY 23-24 Budget.



# 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

August 15, 2023

Reference ID:  
2023-4058

### 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 an amendment to the regular Board of Supervisors meeting minutes for August 1, 2023 to include the action taken on Item 22 and approve the minutes from the regular Board of Supervisors meeting of August 8, 2023.

#### 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](http://www.inyocounty.us).

Your Board approved the August 1 minutes on August 8. It was subsequently discovered that item 22 had inadvertently been left out of those minutes. Staff asks that you authorize staff to amend the minutes to include Item 22 and the action taken in its regard.

#### FISCAL IMPACT:

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

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

1. August 1, 2023 Minutes
2. August 1, 2023 Minutes - Amended
3. August 8, 2023 Draft Minutes

**APPROVALS:**

Hayley Carter	Created/Initiated - 8/8/2023
Darcy Ellis	Final Approval - 8/9/2023




# County of Inyo Board of Supervisors

**August 1, 2023**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on August 1, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths, who was participating remotely from 5385 Road 110, Hopland, CA, pursuant to California Government Code 54953(b)(1). Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

- |  |  |
|--|--|
| <i>Closed Session<br/>Public Comment</i> | The Chairperson asked for public comment related to closed session items and there was nobody wishing to speak.  |
| <i>Closed Session</i>                    | Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 <b>Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator</b> ; No. 3 <b>Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6</b> – 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 Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson. |
| <i>Open Session</i>                      | Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:09 a.m. with all Board members present.  |
| <i>Pledge of Allegiance</i>              | Film Commissioner Jesse Steele led the Pledge of Allegiance.   |
| <i>Report on Closed Session</i>          | County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.  |
| <i>Intros</i>                            | The following new employees were introduced to the Board: Hazardous Materials Program Manager Richard Medina, Environmental Health; Aracely Mendoza, Social Services Aide, and Luz Nunez, Program Services Assistant, HHS; and Dispatcher Nina Potter, Sheriff's Office.   |
| <i>Public Comment II.</i>                | Chairperson Roeser asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.   |
| <i>County Department Reports</i>         | Public Works Director Mike Errante provided updates on damages to various County roads from this year's storm and runoff events – including Whitney Portal Road – and discussed reimbursement from state and federal agencies.<br><br>Samantha Rottner, Program Manager for Child Support Services, announced on behalf of Child Support Services Director Amy Weurdig that August is National Child Support Awareness Month.  |



<i>Clerk of the Board – Approval of Minutes</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve the minutes of the regular Board of Supervisors meeting of July 18, 2023. Motion carried unanimously.
<i>CAO-Risk Management – Emergency Water Mitigation Payment</i>	Moved by Supervisor Kingsley and seconded by Supervisor Oriill to declare Belfor USA Group, Inc. a sole-source provider for the Emergency Mitigation Water services provided at the Commander's House in the previous fiscal year and approve the payment of Invoice #1790754 in the amount of \$86,357.06 to Belfor USA Group, Inc. Motion carried unanimously.
<i>HHS-First 5 – First 5 Children and Families Commission Alternate Appointment</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to appoint Mr. Alex Burciaga to an unexpired three-year term on the First 5 Commission for an alternate ending December 5, 2023. Motion carried unanimously.
<i>HHS-Health &amp; Prevention – MCAH Agreement</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202314 between the County of Inyo and California Department of Public Health in the amount of \$129,402.93 in State and Federal reimbursement for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Marissa Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>HHS-First 5 – MCAH/CA Home Visiting Program Agreement</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 23-14 between the County of Inyo and California Department of Public Health in the amount of \$412,058 in State funding for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Marissa Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>HHS-Social Services – eXemplar Human Services Contract Amendment No. 1</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve Contract Amendment No. 1 between the County of Inyo and eXemplar Human Services for the provision of Independent Contractor Services, revising the Term of Agreement and Limit on Amount Payable Under Agreement to include one additional month of services for Fiscal Year 2022-2023. Motion carried unanimously.
<i>Public Works – Emergency South Lake Culvert Installation Project</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to: <ul style="list-style-type: none"> <li>A) As authorized by Public Contract Code section 20395(c), find that a threat of flood and/or storm damage to South Lake Road necessitated immediate action to safeguard life, health, or property such that the Department of Public Works had to take immediate action to perform work on a county road without soliciting bids; and</li> <li>B) Approve the payment of an invoice from Spiess Construction in the amount of \$43,400, covering the performance of emergency work on South Lake Road.</li> </ul> Motion carried unanimously.
<i>Public Works – Bishop, Indy Airport USFS Helitack Agreements</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to: <ul style="list-style-type: none"> <li>A) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Bishop Airport, described as 700 Wye Rd., in an amount not to exceed \$29,716.63 per year for the five-year firm term of August 1, 2023 through July 31, 2028, and an amount not to exceed \$30,608.13 per year for a five-year soft term of August 1, 2028 through July 31, 2033, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and</li> <li>B) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Independence Airport, described as 800 N. Edwards St., in an initial amount not to exceed \$14,035.03 per year for the 10-year firm term of August 1, 2023 through July 31, 2033, and a 10-year soft term of August 1, 2033 through July 31, 2043, with rate escalations of 3% every five years, and authorize the Chairperson to sign, contingent upon all appropriate signatures</li> </ul>

being obtained.  
Motion carried unanimously.

*Public Works – United Rentals Sole-Source Purchase Order*

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to:  
A) Declare United Rentals of Ridgecrest, CA a sole-source provider of equipment rentals; and  
B) Ratify and approve the additional amount of \$65,000 for United Rentals of Ridgecrest, CA and authorize the issuance of a purchase order in an amount not to exceed \$120,222.63, payable to United Rentals of Ridgecrest, CA for equipment rentals in the event the agreement needs to be extended for the continued runoff.  
Motion carried unanimously.

*CAO-Advertising County Resources – Film Commissioner Written Report*

Inyo County Film Commissioner Jesse Steele presented a written report to the Board on Film Commission activities.

*CAO - Emergency Response Multi-Agency Cost Share Agreement*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve and authorize the Board Chair to sign the Cost Share Agreement for Multi-Agency Response to 2023 Winter Storms. Motion carried unanimously.

*Recess/Reconvene*

Chairperson Roeser recessed open session for a break at 10:48 a.m. and reconvened the meeting in open session at 11:23 a.m. with all Board members present.

*CAO – Bishop EMS Status Update*

CAO Greenberg updated the Board on the status of EMS service in the greater Bishop area, referencing the August 18 meeting where previous interim EMS provider Coast 2 Coast announced it could no longer provide services without the assistance of a subsidy.

Greenberg explained that the 90-day agreement with Coast 2 Coast was terminated on August 21<sup>st</sup>. and an informal bid advertised for a 30-day emergency contract, not to exceed \$25,000 which would extend through August 22, 2023. The County received two bids, one from Coast 2 Coast and the other from REACH Air Medical Services. At the last minute, Coast 2 Coast withdrew its bid and the contract was awarded to REACH.

Greenberg said the County has simultaneously continued to move forward with issuing a new Request for Proposals that will cover interim EMS service from August 22, 2023 through December 31, 2024. This RFP closes on August 7<sup>th</sup>.

Greenberg said the new RFP specifically requires interested parties to disclose whether a subsidy would be needed in order to maintain consistent services to the greater Bishop area and that the intention is to bring bids and information back to the table at the August 8, 2023 Board meeting for review. He said the Board will then be asked to select a respondent at the August 15 Board meeting.

Public comment was given by Big Pine Fire Chief Damon Carrington, Mike Patterson with REACH/Sierra Life Flight, and Olancho Cartago Fire Department Chief Chelsea Benbrook.

Discussion between the Board and staff ensued, with the Board acknowledging that tackling the Bishop EMS issue – and countywide EMS shortage affecting volunteer fire departments – requires simultaneously addressing immediate, long-term, and permanent solutions. Board members cited the countywide EMS study as one way to reach a permanent solution. Discussion turned to local volunteer ambulance services.

The Board acknowledged that the County simply does not have the funding capacity to subsidize EMS services offered countywide. Supervisor Kingsley suggested appointing a liaison between the County and local volunteer fire departments while the EMS study is underway. He was subsequently nominated to be that liaison and accepted with the request that a staff member assist him.

Chairperson Roeser said she wanted the consultant preparing the EMS study to provide a public update to the Board at a later date. She also said she is not willing to sign or vote for a contract that proposes a subsidy from the General Fund unless the local volunteer fire departments are similarly subsidized. She proposed a one-time payment of \$25,000 to the county's six volunteer fire departments. The rest of the Board was supportive of the idea.

The Board directed staff to identify a funding source with which to pay the one-time \$25,000 volunteer EMS subsidies.

*Public Comment III.*

Chairperson Roeser asked if there was any public comment and there was no one wishing to speak.

*Board Member & Staff Reports*

CAO Greenberg reported being busy with budget meetings, EMS issues and attending a stakeholder meeting on the status of the County's public safety radio system.

County Counsel John-Carl Vallejo reported that the Indian Wells Valley Groundwater Authority issued a Notice of Preparation of an Environmental Impact Report for a water pipeline project and will be seeking public comment through August 31, including at two public forums.

Supervisor Orrill said she attended the NACo Annual Conference in Austin, TX as well as the final session of CSAC's New Supervisor Institute in Sacramento.

Supervisor Marcellin said he attended the Local Transportation Commission meeting last Wednesday, the Emergency Medical Care Committee meeting last Monday, and the the final session of CSAC's New Supervisor Institute in Sacramento.

Supervisor Kingsley said he was traveling in the Midwest last week but still had lots of interaction with constituents concerned about Whitney Portal Road and the EMS issue.

Supervisor Griffiths reported attending the NACo Annual Conference in Austin, TX.

Chairperson Roeser said she participated in a Reimagine Recreation roundtable, attended the NACo Annual Conference in Austin, TX, and had several follow-up meetings with parties to the Local Transportation Commission Memorandum of Understanding.

*Adjournment*

The Chairperson adjourned the meeting at 12:45 p.m. to 10:30 a.m. Wednesday, August 2, 2023, in the County Administrative Center in Independence.

---

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

# MINUTES



# County of Inyo Board of Supervisors

**August 1, 2023**

**AMENDED**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on August 1, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths, who was participating remotely from 5385 Road 110, Hopland, CA, pursuant to California Government Code 54953(b)(1). Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

*Closed Session  
Public Comment*

The Chairperson asked for public comment related to closed session items and there was nobody wishing to speak.

*Closed Session*

Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: County Administrator**; No. 3 **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 Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

*Open Session*

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:09 a.m. with all Board members present.

*Pledge of Allegiance*

Film Commissioner Jesse Steele led the Pledge of Allegiance.

*Report on Closed Session*

County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.

*Intros*

The following new employees were introduced to the Board: Hazardous Materials Program Manager Richard Medina, Environmental Health; Aracely Mendoza, Social Services Aide, and Luz Nunez, Program Services Assistant, HHS; and Dispatcher Nina Potter, Sheriff's Office.

*Public Comment II.*

Chairperson Roeser asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

*County Department Reports*

Public Works Director Mike Errante provided updates on damages to various County roads from this year's storm and runoff events – including Whitney Portal Road – and discussed reimbursement from state and federal agencies.

Samantha Rottner, Program Manager for Child Support Services, announced on behalf of Child Support Services Director Amy Weurdig that August is National Child Support Awareness Month.

<i>Clerk of the Board – Approval of Minutes</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve the minutes of the regular Board of Supervisors meeting of July 18, 2023. Motion carried unanimously.
<i>CAO-Risk Management – Emergency Water Mitigation Payment</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to declare Belfor USA Group, Inc. a sole-source provider for the Emergency Mitigation Water services provided at the Commander’s House in the previous fiscal year and approve the payment of Invoice #1790754 in the amount of \$86,357.06 to Belfor USA Group, Inc. Motion carried unanimously.
<i>HHS-First 5 – First 5 Children and Families Commission Alternate Appointment</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to appoint Mr. Alex Burciaga to an unexpired three-year term on the First 5 Commission for an alternate ending December 5, 2023. Motion carried unanimously.
<i>HHS-Health &amp; Prevention – MCAH Agreement</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. 202314 between the County of Inyo and California Department of Public Health in the amount of \$129,402.93 in State and Federal reimbursement for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Marissa Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>HHS-First 5 – MCAH/CA Home Visiting Program Agreement</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the Maternal Child and Adolescent Health (MCAH) Agreement No. CHVP SGF EBHV 23-14 between the County of Inyo and California Department of Public Health in the amount of \$412,058 in State funding for the period of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Marissa Whitney, MCAH Director, and the Board Chairperson to sign the Agreement Funding Application (AFA) Policy Compliance and Certification, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
<i>HHS-Social Services – eXemplar Human Services Contract Amendment No. 1</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve Contract Amendment No. 1 between the County of Inyo and eXemplar Human Services for the provision of Independent Contractor Services, revising the Term of Agreement and Limit on Amount Payable Under Agreement to include one additional month of services for Fiscal Year 2022-2023. Motion carried unanimously.
<i>Public Works – Emergency South Lake Culvert Installation Project</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to: <ul style="list-style-type: none"> <li>A) As authorized by Public Contract Code section 20395(c), find that a threat of flood and/or storm damage to South Lake Road necessitated immediate action to safeguard life, health, or property such that the Department of Public Works had to take immediate action to perform work on a county road without soliciting bids; and</li> <li>B) Approve the payment of an invoice from Spiess Construction in the amount of \$43,400, covering the performance of emergency work on South Lake Road.</li> </ul> Motion carried unanimously.
<i>Public Works – Bishop, Indy Airport USFS Helitack Agreements</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill to: <ul style="list-style-type: none"> <li>A) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Bishop Airport, described as 700 Wye Rd., in an amount not to exceed \$29,716.63 per year for the five-year firm term of August 1, 2023 through July 31, 2028, and an amount not to exceed \$30,608.13 per year for a five-year soft term of August 1, 2028 through July 31, 2033, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and</li> <li>B) Approve the lease agreement between the County of Inyo and the United States of America for the real property, located at the Independence Airport, described as 800 N. Edwards St., in an initial amount not to exceed \$14,035.03 per year for the 10-year firm term of August 1, 2023 through July 31, 2033, and a 10-year soft term of August 1, 2033 through July 31, 2043, with rate escalations of 3% every five years, and authorize the Chairperson to sign, contingent upon all appropriate signatures</li> </ul>

being obtained.  
Motion carried unanimously.

*Public Works – United Rentals Sole-Source Purchase Order*

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to:  
A) Declare United Rentals of Ridgecrest, CA a sole-source provider of equipment rentals; and  
B) Ratify and approve the additional amount of \$65,000 for United Rentals of Ridgecrest, CA and authorize the issuance of a purchase order in an amount not to exceed \$120,222.63, payable to United Rentals of Ridgecrest, CA for equipment rentals in the event the agreement needs to be extended for the continued runoff.  
Motion carried unanimously.

*CAO-Advertising County Resources – Film Commissioner Written Report*

Inyo County Film Commissioner Jesse Steele presented a written report to the Board on Film Commission activities.

*CAO - Emergency Response Multi-Agency Cost Share Agreement*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve and authorize the Board Chair to sign the Cost Share Agreement for Multi-Agency Response to 2023 Winter Storms. Motion carried unanimously.

*Recess/Reconvene*

Chairperson Roeser recessed open session for a break at 10:48 a.m. and reconvened the meeting in open session at 11:23 a.m. with all Board members present.

*CAO – Bishop EMS Status Update*

CAO Greenberg updated the Board on the status of EMS service in the greater Bishop area, referencing the August 18 meeting where previous interim EMS provider Coast 2 Coast announced it could no longer provide services without the assistance of a subsidy.

Greenberg explained that the 90-day agreement with Coast 2 Coast was terminated on August 21<sup>st</sup>. and an informal bid advertised for a 30-day emergency contract, not to exceed \$25,000 which would extend through August 22, 2023. The County received two bids, one from Coast 2 Coast and the other from REACH Air Medical Services. At the last minute, Coast 2 Coast withdrew its bid and the contract was awarded to REACH.

Greenberg said the County has simultaneously continued to move forward with issuing a new Request for Proposals that will cover interim EMS service from August 22, 2023 through December 31, 2024. This RFP closes on August 7<sup>th</sup>.

Greenberg said the new RFP specifically requires interested parties to disclose whether a subsidy would be needed in order to maintain consistent services to the greater Bishop area and that the intention is to bring bids and information back to the table at the August 8, 2023 Board meeting for review. He said the Board will then be asked to select a respondent at the August 15 Board meeting.

Public comment was given by Big Pine Fire Chief Damon Carrington, Mike Patterson with REACH/Sierra Life Flight, and Olancho Cartago Fire Department Chief Chelsea Benbrook.

Discussion between the Board and staff ensued, with the Board acknowledging that tackling the Bishop EMS issue – and countywide EMS shortage affecting volunteer fire departments – requires simultaneously addressing immediate, long-term, and permanent solutions. Board members cited the countywide EMS study as one way to reach a permanent solution. Discussion turned to local volunteer ambulance services.

The Board acknowledged that the County simply does not have the funding capacity to subsidize EMS services offered countywide. Supervisor Kingsley suggested appointing a liaison between the County and local volunteer fire departments while the EMS study is underway. He was subsequently nominated to be that liaison and accepted with the request that a staff member assist him.

Chairperson Roeser said she wanted the consultant preparing the EMS study to provide a public update to the Board at a later date. She also said she is not willing to sign or vote for a contract that proposes a subsidy from the General Fund unless the local volunteer fire departments are similarly subsidized. She proposed a one-time payment of \$25,000 to the county's six volunteer fire departments. The rest of the Board was supportive of the idea.

The Board directed staff to identify a funding source with which to pay the one-time \$25,000 volunteer EMS subsidies.

**Correspondence-  
Action –  
Millpond Closure**

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to close Millpond Recreation Area to the public from 2 p.m. Thursday, September 14 through noon on Monday, September 18 to accommodate the 31st Annual Millpond Music Festival. Motion carried unanimously.

**Public Comment III.**

Chairperson Roeser asked if there was any public comment and there was no one wishing to speak.

**Board Member & Staff  
Reports**

CAO Greenberg reported being busy with budget meetings, EMS issues and attending a stakeholder meeting on the status of the County's public safety radio system.

County Counsel John-Carl Vallejo reported that the Indian Wells Valley Groundwater Authority issued a Notice of Preparation of an Environmental Impact Report for a water pipeline project and will be seeking public comment through August 31, including at two public forums.

Supervisor Orrill said she attended the NACo Annual Conference in Austin, TX as well as the final session of CSAC's New Supervisor Institute in Sacramento.

Supervisor Marcellin said he attended the Local Transportation Commission meeting last Wednesday, the Emergency Medical Care Committee meeting last Monday, and the the final session of CSAC's New Supervisor Institute in Sacramento.

Supervisor Kingsley said he was traveling in the Midwest last week but still had lots of interaction with constituents concerned about Whitney Portal Road and the EMS issue.

Supervisor Griffiths reported attending the NACo Annual Conference in Austin, TX.

Chairperson Roeser said she participated in a Reimagine Recreation roundtable, attended the NACo Annual Conference in Austin, TX, and had several follow-up meetings with parties to the Local Transportation Commission Memorandum of Understanding.

**Adjournment**

The Chairperson adjourned the meeting at 12:45 p.m. to 10:30 a.m. Wednesday, August 2, 2023, in the County Administrative Center in Independence.

---

Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*  
*Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

# MINUTES



# County of Inyo Board of Supervisors

## August 8, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:30 a.m., on August 8, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, Assistant County Counsel Christian Milovich, and Assistant Clerk of the Board Darcy Ellis.

- Closed Session*                      The Chairperson asked for public comment related to closed session items and there was nobody wishing to speak.
- Public Comment*
- Closed Session*                      Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator; and No. 3 **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 Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
- Open Session*                      Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:00 a.m. with all Board members present.
- Pledge of Allegiance*              Assistant County Counsel Christian Milovich led the Pledge of Allegiance.
- Report on Closed Session*              Assistant County Counsel Milovich reported that no action was taken during closed session that is required to be reported.
- Public Comment II.*                Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was given by Independence resident Lauralyn Hundley and Sierra Lifeflight employee Kaylynn Rickford.
- County Department Reports*      Planning Director Cathreen Richards provided information and a fact sheet on the Western Joshua Tree Conservation Act and let the public know to direct questions to the California Department of Fish and Wildlife. Richards also provided updated information and maps for a revision that will be made to the General Plan Housing Element.
- Clerk of the Board – Approval of Minutes*      Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the minutes from the regular Board of Supervisors meeting of August 1, 2023 and the special Board of Supervisors meeting of August 2, 2023. Motion carried unanimously.
- CAO – Onward Broadband Network Design Contract*                      Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the agreement between the County of Inyo and Inyo Networks, Inc., doing business as Onward, of Rancho Cucamonga, CA, for the provision of detailed network engineering design services in an amount not to exceed \$225,000 for the period of August 8, 2023 through January 1, 2024, contingent upon Board approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion



carried unanimously.

***HHS-First 5 –  
Child Abuse Prevention  
Council Appointments***

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to: A) Appoint Anonda Nelson, Chrystina Pope, Holly DeVincent, and Jeff Thomson each to unexpired two-year terms on the Child Abuse Prevention Council (CAPC) ending December 31, 2025; and B) Appoint Griselda Ortiz, Stephanie Tanksley, and Susanne Rizo each to unexpired two-year terms on the CAPC ending December 31, 2024. Motion carried unanimously.

***Public Works –  
Lone Pine Sidewalk  
Construction and ADA  
Improvements Project***

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the plans and specifications for the Lone Pine Sidewalk Construction and ADA Improvements Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.

***HHS-Behavioral  
Health –  
Proposed Ordinance  
Repealing Ordinance  
No. 1172/Public  
Hearing for Proposed  
Resolution No.2023-22***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1172 (2012) Regarding Fees for the Inyo County Driving Under the Influence Program," and schedule enactment for August 15, 2023 at 10 a.m., in the Board of Supervisors Chambers, County Administrative Center, Independence.

Chairperson Roeser opened a public hearing at 10:13 a.m. regarding Resolution No. 2023-22 and with nobody wishing to contribute public comment, closed the public hearing at 10:13 a.m.

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to adopt the proposed Resolution 2023-22 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Revising Inyo County Drinking Driver Program (DDP) Fees," which will go into effect upon the repeal of Ordinance No. 1172. Motion carried unanimously.

***HHS –  
Public Health and  
Prevention Community  
Health Assessment***

HHS Public Health Deputy Director Stephanie Tanksley and Jynx Fredericks with Stantec Consulting Services Inc. provided a presentation regarding Public Health and Prevention's upcoming Community Health Assessment for Inyo County.

Chairperson Roeser asked if there was anyone wishing to provide public comment and comment was given by Linda Chaplin.

***Public Works –  
Whitney Portal Road  
Repair Emergency  
Contract***

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to:

- A) Amend the Fiscal Year 2023-2024 Preliminary County Budget as follows: increase appropriation in the Road Budget 034600, Construction in Progress Object Code 5700 by \$300,000 utilizing the Road Fund Balance *(4/5ths vote required)*;
- B) Find, by a 4/5ths vote, that an emergency situation exists on Whitney Portal Road that will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and
- C) Approve the contract between the County of Inyo and Clair Concrete, Inc. of Bishop, CA for the provision of emergency culvert repair services in an amount not to exceed \$1,290,548 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

***CAO-Personnel –  
Personal Services  
Contract Amendments***

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve first amendments to the contracts between the County of Inyo and Allison Krohn, Christie Martindale, and Carolyn Phillips, effective August 17, 2023, allowing for continued negotiations regarding vehicle allowance and adding eighty (80) paid administrative hours off every fiscal year.

Motion carried unanimously.

***CAO –  
Regional Broadband  
Update***

Regional Broadband Coordinator Scott Armstrong provided the Board with updates on regional broadband grants, the middle-mile broadband initiative, and the Inyo-Mono Broadband Consortium.

*CAO –  
Bishop Emergency  
Medical Services  
Status Update*

CAO Greenberg provided an update on the current status of 911 Emergency Medical Services in the greater Bishop area and noted that staff are in the process of reviewing responses received for the Request for Proposals for interim EMS service which were due at 7 a.m. on August 7.

Board members discussed the status of the countywide EMS study and possible funding sources for continued EMS services. CAO Greenberg explained that ESCI, the consulting company hired to perform the study, is scheduled to meet later this month with all of the county volunteer fire chiefs to gather information and expects the study to reach completion by early October. In addition, Greenberg said he has had discussions with other CAOs throughout the state to gather ideas for possible funding sources.

Chairperson Roeser asked if there was anyone wishing to speak and public comment was given by Mike Patterson with REACH Air Medical and the Emergency Medical Care Committee.

Board members encouraged the Emergency Medical Care Committee to schedule a meeting and bring back a recommendation as an agenda item to the Board in September.

*Public Comment III.*

Chairperson Roeser asked if there was any public comment and there was no one wishing to speak.

*Board Member & Staff  
Reports*

Supervisor Kingsley said he met with constituents and is scheduled to attend a meeting in Sacramento for a Rural County Representatives of California Executive meeting next week.

Supervisor Marcellin said he met with constituents, attended a Northern Inyo Airport Advisory Committee meeting and has several meetings coming up including one with Supervisor Griffiths and the Bishop Paiute Tribe and possibly another this Thursday with a congressional candidate.

Supervisor Orrill said she has been catching up on emails to constituents and encouraged attendance of a meeting at Bishop Fire House 1 this Thursday evening regarding wildfire preparedness.

Supervisor Roeser said that there will be public meetings in Bishop to discuss the Buttermilk Infrastructure and Recreation Planning Project, with the first scheduled for August 22.

Supervisor Griffiths said he has a Tribal Consultation meeting with Supervisor Marcellin and the Bishop Tribe this week, ESTA and ESCOG meetings on Friday, and California State Association of Counties Executive Board meeting next week.

CAO Greenberg said he continues to meet with various parties on the FY 23-24 budget and EMS issues and thanked Senior Budget Analyst Denelle Carrington and Auditor-Controller Amy Shepherd for the successful Board meeting/budget workshop last week. Greenberg also said that he met with Mark McCarthy, Director of the Western Pacific Region of the Federal Aviation Administration, and Public Works Deputy Director -Airports Ashley Helms to discuss future planning for the Bishop Airport.

*Adjournment*

The Chairperson adjourned the meeting at 12:11 p.m. to 8:30 a.m. Tuesday, August 15, 2023, in the County Administrative Center in Independence.

---

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

*by: \_\_\_\_\_  
Darcy Ellis, Assistant*

DRAFT



# 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

August 15, 2023

Reference ID:  
2023-4030

### Continuation of Local Emergency County Administrator - Emergency Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Emergency Services

#### ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

#### RECOMMENDED ACTION:

Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

During your March 14, 2023 Board of Supervisors meeting, your Board took action to approve resolution 2023-08, ratifying the Director of Emergency Services's March 7 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to the consecutive severe storm systems that swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023, bringing record amounts of snow and rain to Inyo County, and in anticipation of excessive spring runoff.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2023-08 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
The emergency declaration clears the way for Inyo County applying for disaster aid funding.			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose not to continue this emergency, but this is not recommended as we are still dealing with response and recovery to this emergency.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Administration, County Counsel

**ATTACHMENTS:**

1. Spring Runoff 2023 Proclamation - Ratified
2. Spring Runoff 2023 Proclamation

**APPROVALS:**

Darcy Ellis	Created/Initiated - 8/4/2023
Mikaela Torres	Approved - 8/8/2023
John Vallejo	Approved - 8/9/2023
Nate Greenberg	Final Approval - 8/10/2023

**RESOLUTION NO. 2023-XXX**

**A RESOLUTION OF THE  
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,  
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY RESULTING FROM 2023  
STORMS AND PROJECTED SPRING RUNOFF CONDITIONS**

**WHEREAS**, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023 bringing record amounts of snow and rain to Inyo County; and,

**WHEREAS**, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the January 2023 Flood Emergency; and,

**WHEREAS**, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 12 and March 1, and the President of the United States approving major disaster declaration on January 14, 2023; and,

**WHEREAS**, the State of California Department of Water Resources March 2, 2023 Statewide Snow Water Equivalent reports that the Southern Sierra had 232% of normal-to-date snow water equivalent; and,

**WHEREAS**, additional atmospheric river events are expected to occur on March 9 and March 14, at temperatures warmer than previous storms, as predicted by the National Weather Service, resulting in rain on snow conditions and an increased likelihood of avalanches and flooding; and

**WHEREAS**, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power, maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

**WHEREAS**, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges, and campgrounds; and,

**WHEREAS**, based on its current forecasts, LADWP estimates that overall April, 2023 through March, 2024 runoff in the Owens River drainage will be 800,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

**WHEREAS**, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

**WHEREAS**, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

**WHEREAS**, the County of Inyo is not a flood control agency and does not have a flood control district; and,

**WHEREAS**, the ability to avoid or minimize flooding associated with additional storms and runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and other conveyance structures, and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

**WHEREAS**, 2023 storms and runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal, and public property; damaging or destroying infrastructure including roads, bridges, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

**WHEREAS**, proactively mitigating and responding to the threatened effects of the 2023 storms and anticipated runoff will help ensure the relative safety and enjoyment of millions of visitors that come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protect the County's tourism economy; and,

**WHEREAS**, the Director of Emergency Services for the County of Inyo found that threatened conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of the storms and projected runoff from precipitation events in 2023, and that these conditions are likely to be beyond the capacity and control of the services, equipment, personnel, facilities and the fiscal resources of the County of Inyo; and,

**WHEREAS**, the Director of Emergency Services did proclaim the existence of a local emergency within the county on March 7, 2023, a copy of which is attached to this Resolution as Attachment A.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** as follows

**Section 1:** The Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of the reasons set forth herein; and,

**Section 2:** The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

**Section 3:** A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

**Section 4:** The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for assistance to mitigate and recover from the threats and effects of the 2023 storms and runoff to the safety of property and persons in Inyo County including threats to private, Tribal, and public property and infrastructure, public health, environmental health, and the County's economy described but not limited herein, including additional resources, services, personnel, and equipment.

**Section 5:** The Inyo County Board of Supervisors will review the need for continuing the Local Emergency at least every 30 days and, if appropriate, take action to terminate the local emergency as of

the earliest possible date that conditions warrant, pursuant to California Government Code Section 8630(c),

**APPROVED AND ADOPTED** on this 14<sup>th</sup> day of March, 2023, by the Inyo County Board of Supervisors, County of Inyo:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Chair, Board of Supervisors  
County of Inyo



**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES  
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,  
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

**WHEREAS**, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023 bringing record amounts of snow and rain to Inyo County; and,

**WHEREAS**, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the January 2023 Flood Emergency; and,

**WHEREAS**, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 12 and March 1, and the President of the United States approving major disaster declaration on January 14, 2023; and,

**WHEREAS**, the State of California Department of Water Resources March 2, 2023 Statewide Snow Water Equivalent reports that the Southern Sierra had 232% of normal-to-date snow water equivalent; and,

**WHEREAS**, additional atmospheric river events are expected to occur on March 9 and March 14, at temperatures warmer than previous storms, as predicted by the National Weather Service, resulting in rain on snow conditions and an increased likelihood of avalanches and flooding; and

**WHEREAS**, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power, maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

**WHEREAS**, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges, and campgrounds; and,

**WHEREAS**, based on its current forecasts, LADWP estimates that overall April, 2023 through March, 2024 runoff in the Owens River drainage will be 800,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

**WHEREAS**, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

**WHEREAS**, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

**WHEREAS**, the County of Inyo is not a flood control agency and does not have a flood control district; and,

**WHEREAS**, the ability to avoid or minimize flooding associated with additional storms and runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and

other conveyance structures, and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

**WHEREAS**, 2023 storms and runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal, and public property; damaging or destroying infrastructure including roads, bridges, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

**WHEREAS**, proactively mitigating and responding to the threatened effects of the 2023 storms and anticipated runoff will help ensure the relative safety and enjoyment of millions of visitors that come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protect the County's tourism economy; and,

**WHEREAS**, the Director of Emergency Services for the County of Inyo found that threatened conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of additional storm and projected runoff events in 2023; and,

**WHEREAS**, the Director of Emergency Services finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts; and,

**WHEREAS**, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and

**WHEREAS**, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and

**WHEREAS**, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or effect.

**NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED** by the Director of Emergency Services for the County of Inyo that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

**BE IT FURTHER RESOLVED AND REQUESTED** that the Director of the Governor's Office of Emergency Services concur in this declaration of a local emergency; and,

**BE IT FURTHER RESOLVED AND REQUESTED** that Governor of the State of California proclaim a State Emergency in Inyo County; and,

**BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed

to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation within seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for additional resources, services, personnel, and equipment.

**APPROVED AND ADOPTED** on this 7 day of March, 2023, by the Inyo County Inyo County Director of Emergency Services.



---

Nate Greenberg, County Administrative Officer  
Director of Emergency Services  
County of Inyo, State of California



# 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

August 15, 2023

Reference ID:  
2023-4055

### Approval of Contract for Legal Services - General Labor and Employment Advice and Representation

#### County Administrator - Personnel

ACTION REQUIRED

**ITEM SUBMITTED BY**

Sue Dishion, Assistant County Administrator

**ITEM PRESENTED BY**

Keri Oney, Assistant Personnel Director

**RECOMMENDED ACTION:**

Ratify and approve the contract between the County of Inyo and Atkinson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, in the amount of \$320,000 for the term July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Chairperson to sign the contract and HIPPA Business Associate Agreement.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The firm provides the County with advice and representation in specialized employment and labor law matters. It is recommended that the County contract with Atkinson, Andelson, Loya, Ruud & Romo for these legal services.

The County had previously utilized the services of their partner, Irma Rodriguez Moisa, to provide advice and representation in other employment and labor law matters.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
Up to \$320,000 based on actual utilization.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The County could decline to approve the Agreement with Atkinson, Andelson, Loya, Ruud & Romo and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Atkinson, Andelson, Loya, Ruud, Romo Contract

**APPROVALS:**

Darcy Ellis	Created/Initiated - 8/9/2023
Darcy Ellis	Approved - 8/9/2023
Darcy Ellis	Approved - 8/10/2023
John Vallejo	Approved - 8/10/2023
Amy Shepherd	Approved - 8/10/2023
Nate Greenberg	Final Approval - 8/10/2023



**AGREEMENT BETWEEN COUNTY OF INYO  
AND**

Atkinson Andleson Loya Ruud & Romo

**FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Irma Rodriguez of Atkinson, Adelson Loya Ruud & Romo of Cerritos, CA 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 Kerri Oney or her designee whose title is Assistant Personnel Director.

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, 2023 to June 30, 2024 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Keri Oney, whose title is

Assistant Personnel Director. 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 Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by

County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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.

E. 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, including travel and per diem expenses, if any, shall not exceed \$ Three Hundred Twenty Thousand Dollars and Zero cents (\$320,000) (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, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor 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. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, 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 Contractor on the last day of the month.

G. 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 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, 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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

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

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

**8. 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.

**9. 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.

#### **10. DEFENSE AND INDEMNIFICATION.**

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

#### **11. 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, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

#### **12. 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, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **13. 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.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

<b>COUNTY OF INYO:</b>	
<u>Personnel Department</u>	Department
<u>P.O. Box 249</u>	Address
<u>Independence, CA 93526</u>	City and State

<b>CONTRACTOR:</b>	
<u>Atkinson Andelson Loya Ruud &amp; Romo</u>	Name
<u>12800 Center Court Drive, Suite 300</u>	Address
<u>Cerritos, CA 90703</u>	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.

# #

**AGREEMENT BETWEEN COUNTY OF INYO  
AND  
ATKINSON ANDELSON LOYA RUUD & ROMO**  
\_\_\_\_\_

**FOR THE PROVISION OF LEGAL SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

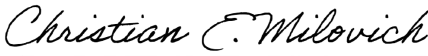
**CONTRACTOR**

By:   
Signature

Irma Rodriguez Moisa  
Type or Print Name

Dated: August 9, 2023

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  
ATKINSON ANDELSON LOYA RUUD & ROMO**  

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2023

**TO:** June 30, 2024

**SCOPE OF WORK:**

Contractor shall provide general labor and employment advice and representation upon request of client.

**ATTACHMENT B**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND**  
**ATKINSON ANDELSON LOYA RUUD & ROMO**

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2023 **TO:** June 30, 2024

**SCHEDULE OF FEES:**

**1. COMPENSATION**

Partners: \$325 - \$385

Associates: \$245 - \$295

Paralegals/Law Clerks: \$200/hr

Contractor shall reserve the right to increase these rates upon sixty (60) days' notice

**2. INCIDENTAL EXPENSES**

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purpose of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in the amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and work processing, long distance telephone charges, fax/telecopy charges (at \$.20 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND**

**ATKINSON ANDELSON LOYA RUUD & ROMO**

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2023 **TO:** June30, 2024

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the County's request and billed at 50% rate of the hourly rate.  
Per diem travel from portal to portal will be at the current IRS rate.  
County



**ATTACHMENT D**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND**  
**ATKINSON ANDELSON LOYA RUUD & ROMO**

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2023 **TO:** June 30, 2024

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, 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, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
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. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **OTHER INSURANCE PROVISIONS**

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

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

## **Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements**

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

***Umbrella or Excess Policy:*** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Notice of Cancellation:*** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

***Self-Insured Retentions:*** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

***Acceptability of Insurers:*** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

***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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

## **Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements**

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Special Risks or Circumstances:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



# 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

August 15, 2023

Reference ID:  
2023-4056

### Approval of Contract for Legal Services - Law Enforcement Employment Advice and Representation County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Hanson Bridgett LLP for the provision of Specialized Law Enforcement Legal Services and Employment Advice, in the amount of \$100,000 for the term of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The firm provides the County with advice and representation in specialized law enforcement employment and labor law matters. It is recommended that the County contract with Hanson Bridgett LLP for these legal services. The County has previously utilized the services of partner Alforonso Estrada to provide advice and representation.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
Up to \$100,000.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The County could decline to approve the agreement with Hanson Bridgett LLP and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-

house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Fiscal Year 23-24 Hanson Bridgett LLP Contract
2. Attachment B - 2023 Insurance Requirements

**APPROVALS:**

Darcy Ellis	Created/Initiated - 8/10/2023
Darcy Ellis	Approved - 8/10/2023
Keri Oney	Approved - 8/10/2023
John Vallejo	Approved - 8/10/2023
Amy Shepherd	Approved - 8/10/2023
Nate Greenberg	Final Approval - 8/10/2023



**AGREEMENT BETWEEN COUNTY OF INYO  
AND**

HANSON BRIDGETT LLP

**FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Hanson Bridgett LLP of Los Angeles, 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 Keri Oney or her designee whose title is Assistant Personnel Director. 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, 2023 to June 30, 2024 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Keri Oney, whose title is Assistant Personnel Director. 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 Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment **C**, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment **B**) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by



County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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.

E. 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, including travel and per diem expenses, if any, shall not exceed \$ One Hundred Thousand Dollars and Zero cents (\$ 100,000 ) (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, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor 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. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, 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 Contractor on the last day of the month.

G. 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 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, 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. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment **B**), County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment **B**), is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

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

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

## **8. 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.

## **9. 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.

#### **10. DEFENSE AND INDEMNIFICATION.**

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

#### **11. 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, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

#### **12. 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, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **13. 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.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-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 Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

**COUNTY OF INYO:**

<u>Personnel Department</u>	Department
<u>P.O. Box 249</u>	Address
<u>Independence, CA 93526</u>	City and State

**CONTRACTOR:**

<u>Hanson Bridgett</u>	Name
<u>777 S. Figueroa Suite 4200</u>	Address
<u>Los Angeles, CA 90017</u>	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.

# #

**AGREEMENT BETWEEN COUNTY OF INYO  
AND**

HANSON BRIDGETT LLP

**FOR THE PROVISION OF LEGAL SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

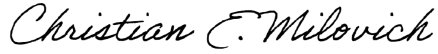
By:   
Signature

Alfonso Estrada

Type or Print Name

Dated: 08/10/2023

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**

**HANSON BRIDGETT LLP**

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2023

**TO:** June 30, 2024

**SCOPE OF WORK:**

1. Contractor shall provide legal services including advice and also representation of the County and such of its agents, officers and employees as the County may designate, in applicable litigation before state and federal courts, and county, state, and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which Contractor is working. Electronic copies of documents received and created by Contractor shall be delivered to the County Counsel's office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County, its officers, or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers, and employees without prior written approval from County Counsel.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND**

**HANSON BRIDGETT LLP**

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2023 **TO:** June 30, 2024

**SCHEDULE OF FEES:**

**1. COMPENSATION**

Alfonso Estrada: \$450.00/hour

Of Counsel/Associates: \$325.00 - 375.00/hour

Paralegal:\$235.00 per hour

Travel: Same as Above

**2. INCIDENTAL EXPENSES:**

Contractor shall not be obligated to advance costs on behalf of County; however, for the purposes of convenience and in order to expedite matters, Contractor reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND**

**HANSON BRIDGETT LLP**

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2023 \_\_\_\_\_ **TO:** June30, 2024 \_\_\_\_\_

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the County's request and will be billed at cost.  
Per diem travel from portal to portal will be at the current IRS rate,

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND**

**HANSON BRIDGETT LLP**

---

**FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM:** July 1, 2023 **TO:** June 30, 2024

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, 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, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
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. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **OTHER INSURANCE PROVISIONS**

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

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

## **Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements**

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

***Umbrella or Excess Policy:*** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Notice of Cancellation:*** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

***Self-Insured Retentions:*** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

***Acceptability of Insurers:*** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

***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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

## **Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements**

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Special Risks or Circumstances:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-

## **Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, 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, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) 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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
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. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **OTHER INSURANCE PROVISIONS**

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

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

**Primary Coverage:** For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

## **Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements**

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

***Umbrella or Excess Policy:*** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Notice of Cancellation:*** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

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

***Self-Insured Retentions:*** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

***Acceptability of Insurers:*** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

***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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

## **Attachment B: 2023 Insurance Requirements for Certain Professional Services Agreements**

**Verification of Coverage:** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Duration of Coverage:** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

**Special Risks or Circumstances:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-





# 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

August 15, 2023

Reference ID:  
2023-4033

### Drug Medi-Cal Agreement with Department of Health Care Services

#### Health & Human Services - Behavioral Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Kimball Pier, Deputy Director - Behavioral Health - HHS

#### ITEM PRESENTED BY

Anna Scott, HHS Deputy Director - Public Health

#### RECOMMENDED ACTION:

Approve and ratify the standard agreement between the County of Inyo and the California Department of Health Care Services (DHCS) for the provision of substance abuse treatment in an amount not to exceed \$1,076,000 for the period of July 1, 2023 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Acting Director to sign the Standard Agreement, Contractor Certification Clauses, and the California Civil Rights Laws Certification.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This is a standard contract between the County of Inyo and the Department of Health Care Services (DHCS) for Drug Medi-Cal services for substance use treatment. This is the State's standard multi-year contract and DHCS will provide annual amendments to the contract reflecting any changes or redistribution of federal funds in future years. The contract comes to your Board for ratification as it was received by the Department after the beginning of the fiscal year. The Department is respectfully requesting your Board approve and ratify the contract as requested and authorize Health and Human Services Acting Director to sign the required documents.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (Federal Fund, Department of Health Care Services)	<b>Budget Unit</b>	045315
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4747
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny or delay this request, which would end or interrupt the flow of State and Federal funds for DMC services for substance use treatment in the County of Inyo.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Drug Medi-Cal Agreement

**APPROVALS:**

Anna Scott	Created/Initiated - 7/31/2023
Darcy Ellis	Approved - 7/31/2023
Kimball Pier	Approved - 7/31/2023
Lori Bengochia	Approved - 8/9/2023
Melissa Best-Baker	Approved - 8/9/2023
John Vallejo	Approved - 8/9/2023
Amy Shepherd	Approved - 8/9/2023
Anna Scott	Approved - 8/10/2023
Nate Greenberg	Final Approval - 8/10/2023

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-30092

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$1,076,000.00 (One Million, Seventy-Six Thousand Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment I	Program Specifications	43
Exhibit B	Budget Detail and Payment Provisions	11
Exhibit B, Attachment I	Funding Amounts	1
Exhibit C *	General Terms and Conditions	GTC 4/2017
Exhibit D(F)	Special Terms and Conditions	41
Exhibit E	Additional Provisions	4
Exhibit F	HIPAA Business Associate Addendum	10

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

1163 May Street

CITY

Bishop

STATE

CA

ZIP

93514

PRINTED NAME OF PERSON SIGNING

Anna Scott

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-30092

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&amp;l Code 14087.4

**Exhibit A**  
Scope of Work**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

DHCS and the Contractor enter into this contract pursuant to Section 14124.21 of the Welfare and Institutions Code (hereinafter referred to as W&I Code), and section 11772 of the Health and Safety Code (hereinafter referred to as HSC), DHCS and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

DHCS and the Contractor enter into this contract for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the HSC, Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

The objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

**2. Service Location**

The services must be performed at applicable Drug Medi-Cal certified facilities in the County of Inyo.

**3. Service Hours**

The services must be provided during the working hours and days as defined by the Contractor.

**4. Project Representatives**

A. The project representatives during the term of this Agreement will be:

<b>Department of Health Care Services</b>	<b>County of Inyo</b>
Contract/Grant Manager: Scott Oros Telephone: (916) 713-8887 Fax: (916) 322-1176 Email: <a href="mailto:scott.oros@dhcs.ca.gov">scott.oros@dhcs.ca.gov</a>	Contract/Grant Manager: Kimball Pier, HHS Deputy Director Behavioral Health Telephone: (760) 873-3991 Fax: (760) 873-6505 Email: <a href="mailto:KPier@inyocounty.us">KPier@inyocounty.us</a>

**Exhibit A**  
Scope of Work

## B. Direct all inquiries to:

<b>Department of Health Care Services</b>	<b>County of Inyo</b>
Department of Health Care Services MCBHD – Program Policy Section Attention: Scott Oros 1500 Capitol Avenue, MS 2702 Sacramento, CA 95814  Telephone: (916) 713-8887 Fax: (916) 322-1176 Email: <a href="mailto:scott.oros@dhcs.ca.gov">scott.oros@dhcs.ca.gov</a>	County Behavioral Health Care Services Attention: Kimball Pier, HHS Deputy Director Behavioral Health 1360 N. Main Street, Suite 124, Bishop CA, 93514  Telephone: (760) 873-3991 Fax: (760) 873-6505 Email: <a href="mailto:KPier@inyocounty.us">KPier@inyocounty.us</a>

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**5. Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

**6. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued [Executive Order N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for

**Exhibit A**  
Scope of Work

termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

7. See Exhibit A, Attachment I, for a detailed description of the services to be performed.

**Exhibit A, Attachment I**  
**Program Specifications****Part I: Drug Medi-Cal Treatment Program Substance Use Disorder Services****Section 1: Formation and Purpose**

This Exhibit A, Attachment I, Part I of the Contract is entered into by and between the Department of Health Care Services (DHCS) and the Contractor for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for Substance Use Disorder (SUD) treatment to beneficiaries residing in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14059.5, and 14124.20 – 14124.25, 14184.402, and 14184.403 of the Welfare & Institution Code (hereinafter referred to as W&I Code), and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1; and the behavioral health payment reform provisions approved in the CalAIM Terms and Conditions and associated instruction issued by the department pursuant to subdivision (d) of W&I Code Section 14184.102.

- A. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I Code, Division 9, Part 3, Chapter 7, sections 14000, *et seq.*, in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, and Article 1.3, Sections 14043, *et seq.*, (b) Title 22, including but not limited to Sections 51490.1, 51341.1 (with the exception of the provisions superseded by W&I Code, Division 9, Part 3, Chapter 7, Article 5.51 as set forth in this contract and/or Behavioral Health Information Notice (BHIN) related to medical necessity (BHIN 21-071), documentation requirements (BHIN 22-019), and payment reform); and (c) Division 4 of Title 9 of the California Code Regulations (hereinafter referred to as Title 9).
- B. The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.
- C. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this Contract is to make SUD treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by enrolled DMC providers, including but not limited to Contractor-operated or subcontracted providers.



**Exhibit A, Attachment I**  
**Program Specifications****Section 2: Standard Requirements****A. Medical Necessity**

Pursuant to W&I Code section 14184.402(a), the Contractor shall make all medical necessity determinations for covered SUD treatment services provided to DMC beneficiaries in accordance with W&I Code section 14059.5, regulations and guidance, including Behavioral Health Information Notice (BHIN) 21-071, issued by the Department pursuant to W&I Code section 14184.402(a), and the requirements set forth below.

**B. Initial Assessment and Services Provided During the Assessment Process**

1. The Contractor shall conduct DMC initial assessments via face-to-face, by telehealth or by telephone (synchronous audio-only) by a Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home. If the initial assessment of the beneficiary is completed by a registered or certified counselor, then the LPHA shall evaluate that initial assessment with the counselor and the LPHA shall make and document the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conference or by telephone.
  - a) Covered and clinically appropriate DMC services are reimbursable for up to 30 days following the first visit with an LPHA, registered/certified counselor, or Peer Support Specialist, whether or not a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days for beneficiaries under age 21, or if a provider documents that the beneficiary is experiencing homelessness and therefore requires additional time to complete the assessment.
  - b) All SUD treatment services provided to a DMC beneficiary during the initial assessment process must be clinically appropriate to address that beneficiary's presenting condition.
2. Consistent with W&I Code 14184.402(f), clinically appropriate and covered SUD prevention, screening, assessment, and treatment services are covered and reimbursable Medi-Cal services even when: 1) services are provided prior to determination of a diagnosis or prior to determination of whether DMC criteria are met, as described above; 2) the prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan; or 3) the beneficiary has a co-occurring mental health condition.
  - a) The Contractor shall not disallow reimbursement for DMC services provided during the assessment process if the assessment later determines that the beneficiary does not meet criteria for DMC.

**Exhibit A, Attachment I**  
Program Specifications

- b) The Contractor shall not disallow reimbursement for DMC provided to a beneficiary who meets DMC criteria and has a co-occurring mental health condition.

**C. Services Provided After the Assessment Process**

1. To qualify for DMC services after the initial assessment process, beneficiaries 21 years of age and older must meet one of the following criteria:
  - a) Have at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders (the diagnosis shall be made and documented by an LPHA), or
  - b) Have had at least one diagnosis from the DSM for Substance Related and Addictive Disorders, with the exception of Tobacco Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.
2. For beneficiaries under the age of 21, covered services provided under DMC shall include all medically necessary SUD services as required pursuant to Section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions.

**D. Placement into the Appropriate Level of Care**

1. In accordance with W&I Code 14184.402(e), the Contractor and DMC providers shall utilize the criteria adopted by the American Society of Addiction Medicine (ASAM) to determine the appropriate level of SUD treatment service for DMC beneficiaries.
  - a) A full assessment utilizing the ASAM criteria is not required for a DMC beneficiary to begin receiving covered and reimbursable SUD treatment services; an abbreviated ASAM screening tool may be used for initial screening, referral, and access to clinically appropriate services.
  - b) For DMC beneficiaries 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor.
  - c) DMC beneficiaries under 21, or for adults experiencing homelessness, a full assessment using the ASAM criteria shall be completed within 60 days of the DMC beneficiary's first visit with an LPHA or registered/certified counselor.
  - d) If a DMC beneficiary withdraws from treatment prior completing the ASAM assessment and later returns, the time periods above start over.

**Exhibit A, Attachment I**  
Program Specifications

2. The Contractor shall ensure that DMC providers are utilizing the ASAM criteria to determine the appropriate level of care.

**E. Services Provided via Telehealth or Telephone**

1. All DMC services, including initial assessments and medical necessity determinations, delivered via telehealth or telephone shall be provided in accordance with the telehealth requirements set forth in BHIN 23-018, and any subsequently issued BHINs that supersede BHIN 23-018

**Section 3: Covered Services****A. Covered Services**

1. The Contractor shall establish assessment, placement determination and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:

**a) Outpatient Treatment Services**

Outpatient Treatment Services (also known as Outpatient Drug Free or ODF) are provided to beneficiaries as medically necessary. Outpatient Treatment Services include the following components:

- i. Assessment
- ii. Individual Counseling
- iii. Group Counseling
- iv. Patient Education
- v. Medication Services
- vi. Medication Assisted Treatment (MAT) for Opioid Use Disorders (OUD)
- vii. SUD Crisis Intervention Services

**b) Narcotic Treatment Program Services**

Narcotic Treatment Program (NTP) Services is an outpatient program that provides FDA-approved drugs to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. NTPs shall offer adequate counseling services to each beneficiary as clinically necessary. Narcotic Treatment Program include the following components:

**Exhibit A, Attachment I**  
Program Specifications

- i. Assessment
  - ii. Individual Counseling
  - iii. Group Counseling
  - iv. Patient Education
  - v. Medical Psychotherapy
  - vi. Medication Services
  - vii. MAT for OUD
  - viii. SUD Crisis Intervention Services
- c) Intensive Outpatient Treatment Services

Intensive Outpatient Treatment services are provided to beneficiaries when medically necessary in a structured programming environment. Intensive Outpatient Treatment includes the following components:

- i. Assessment
  - ii. Individual Counseling
  - iii. Group Counseling
  - iv. Patient Education
  - v. Medication Services
  - vi. MAT for OUD
  - vii. SUD Crisis Intervention Services
- d) Perinatal Residential Substance Use Disorder Treatment

Perinatal Residential Substance Use Disorder Treatment is a non-institutional, non-medical, residential program which provides rehabilitation services to pregnant and postpartum women with a substance use disorder diagnosis. Each beneficiary shall live on the premises and shall be supported in their efforts to restore and apply interpersonal and independent living skills and access community support systems. Perinatal Residential Substance Use Disorder Treatment programs shall provide a range of activities and services for pregnant and postpartum beneficiaries. Supervision shall be available day and night, seven days a week. Medically

**Exhibit A, Attachment I**  
Program Specifications

necessary rehabilitative services are provided in accordance with individualized beneficiary needs. The cost of room and board is not reimbursable under the Medi-Cal program. Facilities shall store and safeguard all residents' medications, and facility staff members may assist with resident's self-administration of medication. Perinatal Residential Substance Use Disorder Treatment include the following components:

- i. Assessment
  - ii. Individual Counseling
  - iii. Group Counseling
  - iv. MAT for OUD
  - v. Patient Education
  - vi. SUD Crisis Intervention Services
- e) Medication Assisted Treatment

Medication Assisted Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD) includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders as authorized by the Social Security Act Section 1905(a)(29). MAT for OUD include the following components:

- i. Assessment for MAT for OUD.
- ii. Individual Counseling for MAT for OUD.
- iii. Group Counseling for MAT for OUD.
- iv. Patient Education for MAT for OUD.
- v. Medical Psychotherapy for MAT for OUD.
- vi. Medication Services for MAT for OUD.
- vii. SUD Crisis Intervention Services for MAT for OUD.
- viii. Prescribing and monitoring of MAT for OUD.

**Exhibit A, Attachment I**  
Program Specifications

- f) Peer Support Services. If the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Exhibit A, Attachment 1. a. Medi-Cal Peer Support Services.
2. Medi-Cal Substance Use Disorder (SUD) treatment services for beneficiaries under age 21.
- a) The EPSDT mandate entitles beneficiaries under the age of 21 to all appropriate and medically necessary services coverable under a Medicaid State Plan (as described in 42 U.S.C. § 1396d(a)) that are needed to correct or ameliorate discovered health conditions, regardless of whether those services are covered in the state's Medicaid State Plan.
- b) Under the EPSDT mandate and in accordance with BHIN 22-003, the Contractor shall provide all SUD treatment services that are coverable under 42 U.S.C. § 1396d(a)) whether or not it is covered under the Medicaid State Plan, including but not limited to covered DMC and Drug Medi-Cal – Organized Delivery Services (DMC-ODS) (referred to as Expanded SUD Treatment Services in the State Plan). The array of SUD treatment services covered in the State Plan are described in the “Substance Use Disorder Treatment Services” and the “Expanded Substance Use Disorder Treatment Services” sections of Supplement 3 to Attachment 3.1-A in the Medi-Cal State Plan.
- c) The Contractor shall provide screening and early intervention services to beneficiaries under the age of 21 at risk of developing an SUD regardless of whether they meet diagnosis criteria for a behavioral health disorder. Any beneficiary under the age of 21 who is screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. A diagnosis from the Diagnostic and Statistical Manual or International Classification of Diseases, Tenth Edition (ICD-10) for Substance-Related and Addictive Disorders is not required for early intervention services. Early intervention services are provided under the outpatient treatment modality and must be made available by counties based on individual clinical need, even if the beneficiary under age 21 is not participating in the full array of outpatient treatment services.
3. Conflicts in the definition of “services”:
- a) In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1 the definition of services contained in the Contract shall prevail.

**Exhibit A, Attachment I**  
Program Specifications

- b) In the event of a conflict between the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, and the definition of services in the California Medicaid State Plan, the definitions contained in the Medicaid State Plan shall prevail.
4. The Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
5. Subject to DHCS provider enrollment requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC enrolled providers. Such services shall not be limited due to budgetary constraints.
- a) When a request for covered services is made by a beneficiary, the Contractor shall require services to be initiated with the timely access standards outlined below. The Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
- b) The Contractor shall ensure residential services are provided in accordance with W&I Code section 14059.5 the coverage provisions of the approved Medicaid State Plan, and W&I Code section 14184.402 and any guidance and regulations issued by the Department pursuant to that section. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 513411.1(p), until the Notice of Adverse Benefit Determination (NOABD) requirements in effect. After the effective date of the NOABD requirements, providers shall inform the Beneficiary if services are denied in accordance with NOABD requirements.
- c) The Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84, the Americans with Disabilities Act, and other State and federal regulations and laws.
- d) The Contractor shall not unlawfully discriminate against beneficiaries and potential beneficiaries on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation (45 C.F.R. § 92.8; Gov. Code § 11135).
- e) The failure of the Contractor, or its subcontractors, to comply with Section 2 of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause.
7. Timely Access Standards

**Exhibit A, Attachment I**  
Program Specifications

Effective January 1, 2023, the Contractor shall establish and comply with Timely Access Standards, and Alternative Access Standards (AAS) and Telehealth Services in accordance with requirements set forth in BHIN 22-070.

6. Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.
7. The Contractor is financially responsible for all covered services provided to beneficiaries that reside in the Contractor's county.
8. The Contractor shall accept claims from any DMC enrolled provider, regardless of the location of the provider, for any covered services provided to beneficiaries residing in the Contractor's county. The Contractor shall reimburse the provider through a contract or other agreement.
9. The Contractor shall require all subcontractors to inform the Contractor when a beneficiary that resides in the Contractor's county is referred to, and served by, an out-of-county provider.

**B. Payment for Services**

1. DHCS shall make the appropriate payments set forth in Exhibit B and take all available steps to secure and pay Federal Financial Participation (FFP) Funds and State General Funds (SGF) to the Contractor, once DHCS receives FFP and SGF, for claims submitted by the Contractor. DHCS shall notify the Contractor and allow the Contractor an opportunity to comment to DHCS when questions are posed by Centers for Medicare and Medicaid Services (CMS), or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.
2. The Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable Federal Medicaid reimbursements for any increase in DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, in addition to terminating this Contract, DHCS may, pursuant to Government Code, section 30027.10, seek to divert funds necessary to provide DMC services in the Contractor's services area from the Contractor's Behavioral Health Subaccount.



**Exhibit A, Attachment I**  
**Program Specifications**

4. In the event that DHCS determines the Contractor's provision of DMC services are disallowed by the federal government or by state or federal audit or review, the Contractor shall be responsible for repayment of all disallowed claims. In addition to any other recovery methods available, including, but not limited to, offset of Medicaid federal financial participation funds owed to the impacted Contractor, DHCS may offset these amounts in accordance with Government Code, section 12419.5.
5. The Contractor shall require all subcontractors and any subpart of the subcontractor that would be a covered health care provider if it were a separate legal entity to comply with 45 CFR 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if the Contractor is in compliance with federal regulations.

**Section 4: Drug Medi-Cal Certification and Provider Credentialing****A. DMC Certification and Enrollment**

1. DHCS shall certify eligible providers to participate in the DMC program.
2. The Contractor shall ensure that its providers are DMC certified prior to the Contractor delivering services under this Contract at the provider sites.
3. The Contractor shall require that providers of perinatal DMC services comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
4. The Contractor shall require all the subcontracted providers of covered services to be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. The Contractor's subcontracts shall require that providers comply with the following regulations and guidelines, including, but not limited to:
  - a) Title 21, CFR Part 1300, *et seq.*, Title 42, CFR, Part 8.
  - b) Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1, (Document 2C).
  - c) Minimum Quality Treatment Standards, (Document 2F(a)).
  - d) Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, *et seq.*
  - e) Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, *et seq.*

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

**Exhibit A, Attachment I**  
Program Specifications

- f) All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
5. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.
6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by DMC providers are not implemented until approval is issued by DHCS. Within 35 days of receiving notification of a DMC provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the DMC provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.
7. If, at any time, a subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by e-mail at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of learning of the revocation, suspension, modification, or non-renewal.
  - a) A DMC provider's certification to participate in the DMC program shall automatically terminate in the event that the DMC provider or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

**B. Continued Certification**

1. All DMC enrolled providers shall be subject to continuing certification requirements at least once every five years.
2. DHCS may allow the DMC provider to continue delivering covered services to beneficiaries at a site subject to an on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. DHCS will conduct recertification on-site visits at clinics for circumstances identified in W&I Code sections 14043.37, 14043.4, and 14043.7.

**Exhibit A, Attachment I**  
**Program Specifications****C. Credentialing and Re-credentialing**

Effective January 1, 2023, the Contractor shall establish and comply with provider credentialing, re-credentialing and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

**Section 5: Provider Directory**

Effective January 1, 2023, the Contractor shall establish a Provider Directory that meets the requirements set forth in BHIN 22-070.

**Section 6: Monitoring****A. State Monitoring****1. DHCS Postservice Postpayment Utilization Reviews**

- a) After DMC services are rendered and paid, DHCS shall conduct DMC Postservice Postpayment (PSPP) Utilization Reviews of the Contractor's subcontracted DMC provider or Contractor-operated provider, referred to in Section 6(A) as a subcontractor. DHCS shall monitor the subcontractor for compliance with the provisions of this Contract and in accordance with Title 22, Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations, and program coverage after services are rendered and the claim is paid.
- b) DHCS shall issue the DMC PSPP reports to the Contractor with a copy to the subcontractor. The Contractor shall be responsible for ensuring the subcontractor's deficiencies are remediated pursuant to Section 6(A)(1)(b)(i)(1) and (2) herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 6(A)(1)(c) herein.
  - i. If programmatic deficiencies are identified, the subcontractor shall be required to submit a CAP to the Contractor for review and approval. The Contractor shall submit a Contractor-approved CAP to DHCS within 60 days of the date of the PSPP report.
    - 1) The CAP shall:
      - a) Be documented on the DHCS CAP template
      - b) Provide a specific description of how the deficiency shall be corrected
      - c) Identify the title of the individual(s) responsible for:
        - i. Correcting the deficiency

**Exhibit A, Attachment I**  
Program Specifications

- ii. Ensuring on-going compliance
  - d) Provide a specific description of how the provider will ensure on-going compliance.
  - e) Specify the target date of implementation of the corrective action.
- 2) DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

- c) The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements detailed in Section 4(A)(2)(c) of this Exhibit as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.
- d) DHCS shall take appropriate steps in accordance with Title 22, Section 51341.1, to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized.
- e) The Contractor and/or subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, Cal Code Regs., Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B, Part III, Section 2, of this Contract.
- f) DHCS shall monitor the subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. The Contractor shall also monitor the subcontractor's compliance in accordance with Section 4, Paragraph (A)(2), of this Contract. The federal government may also review the existence and effectiveness of DHCS's utilization review system.

**Exhibit A, Attachment I**  
Program Specifications

- g) The Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1(k), for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
- h) The Contractor shall ensure that the subcontractor sites keep a record of the beneficiaries being treated at each location. The Contractor shall retain beneficiary records for either ten years from the final date of a contract period, the completion of any audit, or the date a service was rendered, whichever occurs later.

**B. Contractor Monitoring**

1. Program Integrity: The Contractor is responsible for ensuring program integrity of its services and its subcontractors through a system of oversight, which shall include at least the following:
  - a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.51, 42 CFR 431.800 *et seq.*, 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 *et seq.*, 42 CFR 456 *et seq.*, 42 CFR 456.23, 22 Cal. Code Regs. 51490, 22 Cal. Code Regs. 51490.1, 22 Cal. Code Regs. 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.320, 42 CFR 438.416, 42 CFR 438.10, and 42 CFR 438.206.
  - b) The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS' County/Provider Operations and Monitoring Branch at:

DHCS  
Medi-Cal Behavioral Health Division  
1501 Capitol Avenue, MS# 2621  
Sacramento, CA 95814

Or by using a Secure Managed File Transfer system specified by DHCS.

The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

- c) The Contractor shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions, detailed in Part III, Paragraph E of this contract are complied with by all treatment providers and subcontracted treatment providers. The Contractor shall attest that each subcontractor is enrolled in DATAR at the time of execution of the subcontract.

**Exhibit A, Attachment I**  
Program Specifications

- d) The Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from unenrolled or disenrolled providers.

## 2. Monthly Monitoring

- a) The Contractor shall, on a monthly basis, monitor the status of all subcontractors to ensure they maintain active enrollment in the DMC program. Any subcontractor that surrenders its certification or closes its facility shall be reported by the Contractor to DHCS' Provider Enrollment Division at [DHCSDMCRECERT@dhcs.ca.gov](mailto:DHCSDMCRECERT@dhcs.ca.gov) within five business days of notification or discovery.
- b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (including but not limited to; change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to DHCS' Provider Enrollment Division at [DHCSDMCRECERT@dhcs.ca.gov](mailto:DHCSDMCRECERT@dhcs.ca.gov) within five business days of notification or discovery.

## 3. Program Complaints

- a) Report suspected Medi-Cal Fraud online:  
<https://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx>  
By email: [fraud@dhcs.ca.gov](mailto:fraud@dhcs.ca.gov)  
By phone: 1-800-822-6222
- b) All complaints received by the Contractor regarding a DMC provider shall be forwarded to MCBHD within two business days as follows:
- DMC provider complaints are to be submitted to:  
DHCS  
Medi-Cal Behavioral Health Division  
1501 Capitol Avenue, MS# 2621  
Sacramento, CA 95814
- c) Complaints for licensed, adult alcoholism or drug abuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services  
Licensing and Certification Division  
P.O Box 997413., MS# 2601  
Sacramento, CA 95899-7413

**Exhibit A, Attachment I**  
Program Specifications

Email: [SUDcomplaints@dhcs.ca.gov](mailto:SUDcomplaints@dhcs.ca.gov)

Public Number: (916) 322-2911

Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at:  
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>.

- d) The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

#### 4. Record Retention

- a) The Contractor shall include instructions on record retention in any subcontract with providers and mandate all providers to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code section 14124.1.

#### 5. Subcontract Termination

- a) The Contractor shall notify DHCS' Data Management, Reporting, and Evaluation Section by email at [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) of the termination of any contract with a subcontractor, and the basis for termination of the contract, within five business days of the termination.

#### 6. Corrective Action Plan

- a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, DHCS may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP may result in a withholding of funds allocated to the Contractor for the provision of services, impose monetary sanctions, and/or termination of this Contract for cause.
- b) Failure to comply with monitoring requirements shall result in:
  - i. DHCS shall issue a report to the Contractor after conducting monitoring, utilization, or fiscal auditing reviews of the Contractor. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the timeframes required by DHCS.

- 1) The CAP shall:

- a. Be documented on the DHCS CAP template.

**Exhibit A, Attachment I**  
Program Specifications

- b. Provide a specific description of how the deficiency shall be corrected.
  - c. Identify the title of the individual(s) responsible for:
    - i. Correcting the deficiency
    - ii. Ensuring on-going compliance
  - d. Provide a specific description of how the provider will ensure on-going compliance.
  - e. Specify the target date of implementation of the corrective action.
- ii. DHCS will provide written approval of the CAP to the Contractor. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
  - iii. If the Contractor does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, DHCS may withhold funds or impose monetary sanctions until the Contractor is in compliance. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

**Section 7: Investigations and Confidentiality of Administrative Actions**

- A. The Contractor acknowledges that if a DMC subcontractor is under investigation by DHCS or any other state, local, or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the subcontractor from the DMC program, pursuant to W&I Code section 14043.36(a). Information about a subcontractor's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a Payment Suspension to a subcontractor pursuant to W&I Code section 14107.11 and 42 CFR section 455.23. The Contractor is to withhold payments from a DMC subcontractor during the time a Payment Suspension is in effect.

The Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with the Contractor concerning subcontractors that are subject to administrative sanctions, as listed in BHIN 22-045.



**Exhibit A, Attachment I**  
Program Specifications**Part II - General****A. Additional Contract Restrictions**

This Contract is subject to any additional restrictions, limitations, or conditions enacted by Congress, or any statute enacted by Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

**B. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

The Contractor agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- and alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

**C. Noncompliance with Reporting Requirements**

The Contractor agrees that DHCS has the right to withhold payments until the Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

**D. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

If any of the work performed under this Contract is subject to HIPAA, the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

**1. Trading Partner Requirements**

- a) No Changes. The Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Department of Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. The Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

**Exhibit A, Attachment I**  
Program Specifications

- c) No Unauthorized Uses. The Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. The Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

**2. Concurrence for Test Modifications to HHS Transaction Standards**

The Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, The Contractor agrees that it will participate in such test modifications.

**3. Adequate Testing**

The Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, the Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

**4. Deficiencies**

The Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, then the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

**5. Code Set Retention**

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

**Exhibit A, Attachment I**  
Program Specifications

## 6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

## E. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, Division 4, Chapter 8 (Document 3H).

## F. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each DMC provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

## G. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(g)), as amended by section 1702 of Pub. L. 112-239.

## H. Tribal Communities and Organizations

The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

**Exhibit A, Attachment I**  
Program Specifications

## I. Perinatal Practice Guidelines

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

## J. Adolescent Substance Use Disorder Best Practices\_Guidelines

The Contractor will follow the guidelines in Document 1V, "Adolescent Substance Use Disorder Best Practice Guidelines," in developing and implementing youth treatment programs funded under this Exhibit. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

## K. Nondiscrimination in Employment and Services

By signing this Contract, the Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, the Contractor will not unlawfully discriminate against any person.

## L. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 *et seq.*) prohibiting discrimination in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act of 1990 (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

**Exhibit A, Attachment I**  
Program Specifications

9. Executive Order 11246, 42 USC 2000e *et seq.*, and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

**M. State Law Requirements:**

1. Fair Employment and Housing Act (Government Code, section 12900 *et seq.*) and the applicable regulations promulgated thereunder (2 Cal. Code Regs. 10000 *et seq.*).
2. Title 2, Division 3, Part 1, Chapter 1, Article 9.5 of the Government Code, commencing with section 11135.
3. Title 9, Division 4, Chapter 8 of the Cal. Code Regs., commencing with Section 13060.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. Welfare & Institution Code sections 14184.402, 14184.403 and 14059.5.

**O. Additional Contract Restrictions**

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

- P. Other services approved by a State Plan amendment or waiver authorizing federal financial participation.**

**Exhibit A, Attachment I**  
Program Specifications**Q. Subcontract Provisions**

The Contractor shall include the foregoing Part II general provisions in all of its subcontracts.

**R. Participation of County Behavioral Health Director's Association of California.**

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for alcohol and other drug abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

**S. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities**

1. The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, Section 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.
2. The Contractor shall provide beneficiaries and prospective beneficiaries' access to written translation in prevalent languages free of cost. DHCS shall use the following methodology to identify the prevalent non-English languages spoken by beneficiaries and potential beneficiaries throughout the State, and in the Contractor's service area:
  - a) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or five-percent (5%) of the eligible beneficiary population, whichever is lower; and
  - b) A population group of mandatory eligible beneficiaries residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.
3. Nondiscrimination Notice
  - a) The Contractor shall post a DHCS-approved nondiscrimination notice that informs beneficiaries, potential beneficiaries, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.

**Exhibit A, Attachment I**  
Program Specifications

- b) The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to beneficiaries, potential beneficiaries, and the public.
  - c) Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.
  - d) The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.
  - e) The nondiscrimination notice shall include all legally-required elements under the applicable subsections of WIC Section 14029.91 and Gov. Code 11135.
  - f) The nondiscrimination notice shall include information on how to file a discrimination grievance directly with the DHCS Office of Civil Rights, in addition to information about how to file a discrimination grievance with the County and the U.S. Health and Human Services Office for Civil Rights.
  - g) The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.
4. Language Assistance Taglines
- a) The Contractor shall post taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by DHCS), informing beneficiaries, potential beneficiaries, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.
  - b) Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all beneficiary information and other information notice, in accordance with federal and state requirements.

**Exhibit A, Attachment I**  
Program Specifications

## 5. Language Assistance Services

- a) Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.
- b) The Contractor shall comply with the following oral interpretation requirements:
  - i. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to beneficiaries. Key points of contact may include medical care settings and non-medical care settings.
  - ii. Oral Interpretation shall be provided in all languages and is not limited to threshold or concentration standard languages.
  - iii. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.
  - iv. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.



**Exhibit A, Attachment I**  
Program Specifications

- v. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.
  - vi. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language, but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all of the qualifications of a qualified interpreter listed above.
  - vii. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.
- c) The Contractor shall comply with the following written translation requirements:
- i. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and, 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

**Exhibit A, Attachment I**  
Program Specifications

- ii. At a minimum, the Contractor shall provide written translations of beneficiary information in the threshold and concentration languages.
6. Effective Communication with Individuals with Disabilities
- a) The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities.
  - b) The Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or enjoy the benefits of, the Contractor's covered services, programs, and activities.
  - c) The Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20 point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, the Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.
  - d) Auxiliary aids and services include, but are not limited to:
    - i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.
    - ii. Qualified readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20 point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

**Exhibit A, Attachment I**  
Program Specifications

- e) When providing interpretive services, the Contractor shall use qualified interpreters to interpret for an individual with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for an individual with a disability is an interpreter who: 1) adheres to generally accepted interpreter ethics principals, including client confidentiality; and 2) is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For an individual with a disability, qualified interpreters can include, for example, sign language interpreters, oral translators (individuals who represent or spell in the characters of another alphabet), and cued language translators (individuals who represent or spell by using a small number of handshapes).
- f) If a Contractor provides a qualified interpreter for an individual with a disability through VRI services, the Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.
- g) The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the individual with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.
- h) The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

**Exhibit A, Attachment I**  
Program Specifications

## T. Discrimination Grievances

1. The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law.
2. The Contractor shall adopt Discrimination Grievance procedures that ensure the prompt and equitable resolution of discrimination-related complaints. The Contractor shall not require a beneficiary to file a Discrimination Grievance with the Contractor before filing the grievance directly with DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.
3. The Discrimination Grievance Coordinator shall be available to:
  - a) Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.
  - b) Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.
  - c) Investigate and process any Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Section 1557 of the Affordable Care Act, and/or Government Code section 11135 grievances received by the Contractor.
4. The Contractor shall comply with the following discrimination grievances reporting requirements.
  - a) Within 10 calendar days of mailing a Discrimination Grievance resolution letter to a beneficiary, the Contractor shall submit detailed information regarding the grievance to DHCS Office of Civil Rights' designated Discrimination Grievance email box. The Contractor shall submit the following detailed information in a secure format to [DHCS.DiscriminationGrievances@dhcs.ca.gov](mailto:DHCS.DiscriminationGrievances@dhcs.ca.gov) :
    - i. The original complaint;
    - ii. The provider's or other accused party's response to the grievance;

**Exhibit A, Attachment I**  
Program Specifications

- iii. Contact information for the Contractor's personnel responsible for the Contractor's investigation and response to the grievance;
- iv. Contact information for the beneficiary filing the grievance and for the provider or other accused party that is the subject of the grievance;
- v. All correspondence with the beneficiary regarding the grievance, including, but not limited to, the Discrimination Grievance acknowledgment and resolution letter(s) sent to the beneficiary; and
- vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

**U. Grievance Process**

Effective January 1, 2023, the Contractor shall establish and comply a Beneficiary Grievance and Appeals Process, and Notice of Adverse Benefit Determination (NOABD) provisions in accordance with the requirements set forth in BHIN 22-070.

**Exhibit A, Attachment I**  
Program Specifications**Part III – Reporting Requirements**

The Contractor agrees that DHCS has the right to withhold payments until the Contractor submits any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

**A. Year-End Cost Settlement Reports**

Pursuant to W&I Code section 14124.24(g)(1), the Contractor shall submit to DHCS, on November 1 of each year, the following year-end cost settlement documents, for itself and its subcontracted DMC providers, by paper or electronic format, as prescribed by DHCS:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a), Drug Medi-Cal Provider Cost Report Excel Workbook

**B. Drug Medi-Cal Claims and Reports**

The Contractor or DMC providers shall submit claims in accordance with DHCS' DMC Provider Billing Manual Drug Medi-Cal State Plan Billing Manual.

The Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification shall be performed prior to rendering service, in accordance with and as described in DHCS' Drug Medi-Cal State Plan Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the DHCS' Drug Medi-Cal State Plan Billing Manual.

Claims for DMC reimbursement shall include only those services covered under California Code of Regulations, title 22, section 51341.1(c-d) and administrative charges that are allowed under DHCS' Medical Assistance Program Cost Allocation Plan approved by the Centers for Medicare and Medicaid Services (CMS).

1. DMC service claims shall be submitted electronically in a HIPAA compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).
2. The following forms shall be prepared as needed and retained by the DMC provider for review by DHCS:
  - a) Multiple Billing Override Certification (MC 6700), Document 2K
  - b) Good Cause Certification (6065A), Document 2L(a)

**Exhibit A, Attachment I**  
Program Specifications

## c) Good Cause Certification (6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within the timeframe compliant with W&I Code, Section 14021.6(g) shall be denied. The existence of good cause shall be determined by DHCS in accordance with California Code of Regulations, title 22, sections 51008 and 51008.5.

## 3. County Administration

Separate from direct service claims as identified in this section above, the Contractor may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

4. If, while completing the Quality Assurance and Utilization Review (QAUR) requirements of this Exhibit A, Attachment I, Part I, Section 7, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 CFR 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 CFR 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 CFR 432.50(d)(1).

## C. California Outcomes Measurement System for Treatment (CalOMS-Tx)

The CalOMS-Tx Business Rules and Requirements are:

1. The Contractor shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. The Contractor shall conduct information technology (IT) systems testing and pass DHCS certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, the Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by DHCS prior to submitting CalOMS-Tx data. If the Contractor changes or modifies the CalOMS-Tx IT system, the Contractor shall re-test and pass DHCS

**Exhibit A, Attachment I**  
Program Specifications

re-certification prior to submitting data from a new or modified system.

3. Electronic submission of CalOMS-Tx data shall be submitted by the Contractor within 45 days from the end of the last day of the report month.
4. The Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. The Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.
6. The Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.
7. The Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
8. The Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
9. The Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions and Exhibit F, Attachment I – Social Security Administration Agreement.

**D. CalOMS-Tx General Information**

If the Contractor experiences system or service failure or other extraordinary circumstances of CalOMS-Tx that affects its ability to submit timely.

1. CalOMS-Tx data, the Contractor shall report the problem in writing by secure, encrypted email to DHCS at [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov) before the established data submission deadlines.
2. If the Contractor is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, written notice shall be submitted prior to the data submission deadline at: [SUDcalomssupport@dhcs.ca.gov](mailto:SUDcalomssupport@dhcs.ca.gov). The written notice shall include a remediation plan that is subject to review and approval by DHCS. DHCS may, at its sole discretion, grant a grace period of up to 60 days for the Contractor to resolve the problem.
3. If DHCS experiences system or service failure, an extension equal to the number of



**Exhibit A, Attachment I**  
Program Specifications

business days will be granted for the Contractor's data submission.

4. The Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.
5. If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor is still responsible for collecting and reporting data from time of delay or problem.

**E. Drug and Alcohol Treatment Access Report (DATAR)**

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers with whom the Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
2. The Contractor shall ensure that all DATAR reports are submitted by either the Contractor-operated treatment providers and/or by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
3. The Contractor shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to [DHCSPerinatal@dhcs.ca.gov](mailto:DHCSPerinatal@dhcs.ca.gov) within seven days of reaching capacity.
4. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website, when executing the subcontract.
5. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem before the established data submission deadlines by writing a secure, encrypted email to DHCS at [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov). The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before DMC payments are withheld (See Exhibit B, Part II, Section 2).
6. If DHCS experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.

**F. Failure to meet required reporting requirements shall result in:**

1. DHCS shall issue a Notice of Deficiency (Deficiencies) to the Contractor regarding

**Exhibit A, Attachment I**  
Program Specifications

specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. The Contractor shall submit the CAP to DHCS, DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days from the date of the letter.

2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

**Exhibit A, Attachment I**  
Program Specifications**Part IV – Definitions****Section 1 - General Definitions**

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 *et seq.*, and Title 9, Cal. Code Regs., Section 9000 *et seq.*

- A. **“Contractor”** means the county identified in the Standard Agreement or DHCS authorized by the County Board of Supervisors to administer substance use disorder programs.
- B. **“Corrective Action Plan” (CAP)** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- C. **“County”** means the county in which the Contractor physically provides covered substance use treatment services.
- D. **“County Realignment Funds”** means Behavioral Health Subaccount funds received by the County as per Gov. Code, § 30025.
- E. **“Days”** means calendar days, unless otherwise specified.
- F. **“Dedicated Capacity”** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide Substance Abuse Prevention to persons eligible for the Contractor’s services.
- G. **“Discrimination Grievance”** means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
- H. **“Modality”** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the H&S Code.
- I. **“Performance”** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), if applicable, in expending funds for the provision of substance use disorders services hereunder.

**Exhibit A, Attachment I**  
Program Specifications

- J. **“Revenue”** means the Contractor’s income from sources other than DHCS allocation.
- K. **“Service Area”** means the geographical area under the Contractor’s jurisdiction.
- L. **“Service Element”** is the specific type of service performed within the more general service modalities.
- M. **“State”** means the Department of Health Care Services or DHCS.
- N. **“Utilization”** means the total actual units of service used by beneficiaries and participants.

**Section 2 – Definitions Specific to Drug Medi-Cal**

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Cal. Code Regs., Title 9, and/or Cal. Code Regs., Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

- A. **“Administrative Costs”** means the Contractor's actual direct costs, as recorded in the Contractor’s financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include the Contractor’s overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller’s Office Handbook of Cost Plan Procedures.
- B. **“Authorization”** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. **“Assessment”** consists of activities to evaluate or monitor the status of a beneficiary’s behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the beneficiary. Assessment services may include one or more of the following components:
1. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

**Exhibit A, Attachment I**  
Program Specifications

2. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for treatment and evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing (laboratory testing is covered under the "Other laboratory and X-ray services" benefit of the California Medicaid State Plan).
  3. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.
- D. **"Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders IV (DSM)", or DSM V criteria; and (d) meets the admission criteria to receive DMC covered services.
- E. **"Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act, Title 22 Section 51341.1, W&I Code section 14124.24, and California's Medicaid State Plan.
- F. **"Direct Provider Contract"** means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Agreement for the provision of DMC services.
- G. **"Drug Medi-Cal Program" or "DMC Program"** means the state system wherein beneficiaries receive covered services from DMC-certified SUD treatment providers.
- H. **"Early Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federal mandate under Section 1905(r) of the Social Security Act, which ensures that all beneficiaries under age 21 receive all applicable medically necessary SUD services needed to correct and ameliorate health conditions that are coverable under Section 1905(a) of the Social Security Act.
- I. **"Enrolled Provider"** means a SUD clinic location that has received certification to be reimbursed as a DMC clinic by DHCS to provide services as described in California Code of Regulations, title 22, section 51341.1.
- J. **"Federal Financial Participation (FFP)"** means the share of Federal Medicaid funds for reimbursement of DMC services.

**Exhibit A, Attachment I**  
Program Specifications

- K. **“Group Counseling”** means a contact with multiple beneficiaries at the same time. Group counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes at least 2 and no more than 12 participants.
- L. **“Individual Counseling”** means a contact with a beneficiary. Individual counseling also includes a contact between a beneficiary, substance use disorder treatment professional, and one or more collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary’s treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.
- M. **“Medical Necessity”** means the determination that a covered DMC service is necessary to treat a beneficiary that was made in accordance with W&I Code section 14059.5, guidance and regulations issued by the Department pursuant to W&I Code section 14184.402(a), and Part I, Section 2 of this Contract.
- N. **“Medical Psychotherapy”** means a type of counseling service to treat SUDs other than Opioid Use Disorders (OUD) conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the beneficiary.
- O. **“Medication Services”** means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT to treat Opioid Use Disorders as defined below.
- P. **“Medications for Addiction Treatment (also known as medication assisted treatment (MAT) for Opioid Use Disorders (OUD)”** includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders as authorized by the Social Security Act Section 1905(a)(29) and described in Supplement to Attachment 3.1-A.
- Q. **“Narcotic Treatment Program” or “NTP** means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A beneficiary must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

**Exhibit A, Attachment I**  
Program Specifications

- R. **“Patient Education”** means education for the beneficiary on addition, treatment, recovery and associated health risks.
- S. **“Payment Suspension”** means the enrolled DMC provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
- T. **“Perinatal DMC Services”** means a non-institutional, non-medical, residential program which provides rehabilitation services to pregnant and postpartum women with a substance use disorder diagnosis. These services include perinatal-specific treatment and recovery services. Each beneficiary shall live on the premises and shall be supported in their efforts to restore and apply interpersonal and independent living skills and access community support systems. Perinatal Residential Substance Use Disorder Treatment programs shall provide a range of activities and services for pregnant and postpartum beneficiaries. Supervision shall be available day and night, seven days a week. Medically necessary rehabilitative services are provided in accordance with individualized beneficiary needs according to the State of California requirements. The cost of room and board is not reimbursable under the Medi-Cal program. Facilities shall store and safeguard all residents’ medications, and facility staff members may assist with resident’s self-administration of medication.
- U. **“Postpartum”** defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60<sup>th</sup> day occurs.
- V. **“Postservice Postpayment (PSPP) Utilization Review”** means the review for program compliance conducted by DHCS after service was rendered and paid. DHCS may recover prior payments of federal and DHCS funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51341.1 (k)).
- W. **“Postservice Prepayment Utilization Review”** means the review for program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).
- X. **“Provider of DMC Services”** means any person or entity that provides direct substance use treatment services and has been certified by the DHCS in accordance with Cal. Code Regs., tit. 22, § 51000.30 Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Changed Location.

**Exhibit A, Attachment I**  
Program Specifications

- Y. **“Re-certification”** means the process by which the DMC certified clinic program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate and be reimbursed by the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.
- Z. **“Subcontract”** means an agreement between the Contractor and its subcontractors.
- AA. **“Subcontractor”** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor’s obligations under the terms of this Exhibit A, Attachment I.
- BB. **“SUD Crisis Intervention Services”** consists of contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.
- CC. **“Temporary Suspension”** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.



**Exhibit A, Attachment I**  
Program Specifications**DOCUMENTS INCORPORATED BY REFERENCE**

All DMC documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/DMC-Contracts.aspx>

- Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
- Document 1G: Perinatal Practice Guidelines FY 2018-19
- Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual
- Document 1P: Alcohol and/or Other Drug Program Certification Standards (February 2020)
- Document 1V: Adolescent Substance Use Disorder Best Practices Guide
- Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
- Document 2C: Title 22, California Code of Regulations
- Document 2F(a): Minimum Quality Drug\_Treatment Standards for DMC
- Document 2G: Drug Medi-Cal Billing Manual
- Document 2K: Multiple Billing Override Certification (MC 6700)
- Document 2L(a): Good Cause Certification (6065A)
- Document 2L(b): Good Cause Certification (6065B)
- Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement
- Document 2P(a): Drug Medi-Cal Provider Cost Report Excel Workbook
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
- Document 3J: CalOMS Treatment Data Collection Guide

**Exhibit A, Attachment I**  
Program Specifications

- Document 3S: CalOMS Treatment Data Compliance Standards
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards
- Document 4A: Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions
- Document 4B: Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions
- Document 4D: Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4E: Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F: Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A: Confidentiality Agreement

**Exhibit B**  
Budget Detail and Payment Provisions

**Part I – General Fiscal Provisions**

**Section 1 – General Fiscal Provisions**

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Part III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor in accordance with the rates specified herein.

B. Use of State General Funds

Contractor may not use allocated Drug Medi-Cal (DMC) State General Funds to pay for any non-DMC services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. In this event, DHCS may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Contract with no liability occurring to DHCS, or offer an amended contract to Contractor to reflect the reduced amount.

F. Administrative Expense Allowability / Fiscal Documentation

**Exhibit B**  
**Budget Detail and Payment Provisions**

1. Invoices for DMC Program Administration and Utilization Review and Quality Assurance, received from a Contractor and accepted and/or submitted for payment by DHCS shall not be deemed evidence of actual allowable costs.
  2. Contractor shall maintain for review and audit, and supply to DHCS upon request, adequate documentation of all expenses claimed for DMC Program Administration and Utilization Review and Quality Assurance pursuant to this Contract to permit a determination of expense allowability.
  3. If the allowability or appropriateness of an expense for DMC Program Administration and Utilization Review and Quality Assurance cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
  4. Costs and/or expenses for DMC Program Administration and Utilization Review and Quality Assurance deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to Title 22 CCR Section 51458.1.
- G. Effective from the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this Contract, Contractor's Performance of any additional legal requirements, including, but not limited, to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

**Section 2 – General Fiscal Provisions – Drug Medi-Cal**

A. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, DHCS solely has the option to void this Contract or to amend the Contract to reflect any reduction of funds.

B. Exemptions

Exemptions to the provisions of Item A above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the Contract.

**Exhibit B**  
Budget Detail and Payment Provisions

C. Actual allowable costs

Actual allowable costs for DMC Program Administration and Utilization Review and Quality Assurance, shall be determined in accordance with California's Medical Assistance Program Cost Allocation Plan.

In accordance with Welfare and Institutions (W&I) Code Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22 Section 51341.1(c), may not be used as match for targeted case management services or for DMC administrative activities.

**Exhibit B**  
Budget Detail and Payment Provisions

**Part II – Reimbursements**

**Section 1. General Reimbursement**

A. Prompt Payment Clause

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

B. Amounts Payable

1. The Maximum Payable amount under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213\_DHCS.
2. Reimbursement shall be made for substance use disorder services covered under this Contract and allowable expenses for DMC Program Administration and Utilization Review/Quality Assurance up to the amount annually encumbered for the state fiscal year in which services are performed and/or DMC Program Administration or Utilization Review/Quality Assurance costs are incurred.
3. For each fiscal year, DHCS shall settle actual allowable costs for DMC Program Administration and Utilization Review/Quality Assurance for the Contractor based on each fiscal year-end DHCS 100187 and DHCS 100186.

**Section 2. Drug Medi-Cal**

- A. To the extent that the Contractor provides the covered services in a satisfactory manner in accordance with the terms and conditions of this Contract and submits claims in accordance with the requirements of Part III, of Attachment I to Exhibit A, DHCS agrees to pay the Contractor at the rates specified for those services in the Medicaid State Plan and/or applicable waivers.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I, Part I, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the W&I Code, the Health and Safety Code, California's Medicaid State Plan, Title 22 CCR Sections 51341.1, 51490.1, and BHINs.
- C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services, including the requirements specified in this Contract, shall be sufficient cause for DHCS to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its subcontractor from DMC program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the funds it received for all claims so

**Exhibit B**  
**Budget Detail and Payment Provisions**

disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22 CCR Sections 51047(a) and (b).

- D. Before such denial, recoupment, or disallowances are made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken, as required in Title 22 CCR Section 51047(a). This requirement does not apply to the DMC Post service Post payment Utilization Reviews or claims rejected or denied by Short Doyle.
- E. DHCS shall refund to the Contractor any recovered Federal DMC overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22 CCR Section 51047(e).
- F. Contractor shall be reimbursed by DHCS for Plan Administration and Utilization Review/Quality Assurance on the basis of its actual allowable cost.
- G. Claims submitted to the Contractor by a subcontracted provider that is not certified or whose certification has been suspended pursuant to the W&I Code Section 14107.11 and 42 CFR 455.23, be sufficient cause for DHCS to deny payments or to recover payments. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. Contractors must accept, as payment in full, the amounts paid by DHCS in accordance with this Contract. However, Contractors and subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.

**Section 3. Drug Medi-Cal Direct Provider Contracts**

- A. Pursuant to W&I Code 14124.21, DHCS shall contract directly with qualified DMC providers within the Contractor's county as necessary to ensure beneficiary access to DMC services.
- B. DHCS will invoice the County for the county realignment share of approved DMC claims received by DHCS from Direct Providers. The County shall reimburse DHCS for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If the County does not reimburse DHCS within 30 days of receipt of the invoice, DHCS may offset the amount owed from any other funding owed to the County by DHCS or any other State agency. The parties acknowledge that DHCS's Direct Providers shall be responsible for repayment of any disallowed claims. However, in no event shall DHCS be liable for Medicaid reimbursement for any disallowed claims.

**Exhibit B**  
Budget Detail and Payment Provisions

1. Any contractor contracting with DHCS for the provision of services through NTP providers may receive reimbursement of the USDR rate.
2. As a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to the Direct Contract Provider will be handled through an invoice process to the Contractor. Additionally, as a result of the Direct Contract Provider's settled cost report, any County Realignment funds owed to DHCS will be returned to the Contractor.



**Exhibit B**  
Budget Detail and Payment Provisions

**Part III - Financial Audit Requirements**

**Section 1. General Fiscal Audit Requirements**

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Contract are subject to audit by DHCS. Objectives of such audits may include, but are not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
  2. To validate data reported by the Contractor for prospective contract negotiations.
  3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
  4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related Revenues and funds.
  5. To determine that expenditures are made in accordance with applicable state and federal laws, regulations, and contract requirements.
  6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of DHCS to the Contractor and/or its subcontractors.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part, constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective action as a result of its finding in any areas.

**Exhibit B**  
Budget Detail and Payment Provisions

**Section 2. Drug Medi-Cal Financial Audits**

- A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.
  2. To ensure that only the cost of allowable DMC activities are included in reported costs.
  3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or [www.cms.hhs.gov](http://www.cms.hhs.gov), for comparison to the DMC cost per unit.
  4. To review documentation of service and determine the final number of approved units of service.
  5. To determine the amount of clients' third-party Revenue and Medi-Cal share of cost to offset allowable DMC reimbursement.
  6. To compute final settlement.
- B. In addition to the audit requirements set forth in Exhibit D(F), DHCS may conduct financial audits of NTP programs.
1. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately.
  2. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance.
  3. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.

**Exhibit B**  
Budget Detail and Payment Provisions

- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.
- E. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to DHCS their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with this Contract. These records include, but are not limited to, matters pertaining to:
1. Provider ownership, organization, and operation
  2. Fiscal, medical, and other recordkeeping systems
  3. Federal income tax status
  4. Asset acquisition, lease, sale, or other action
  5. Franchise or management arrangements
  6. Patient service charge schedules
  7. Costs of operation
  8. Amounts of income received by source and purpose
  9. Flow of funds and working capital
- G. Contractor shall retain records of utilization review activities required in Exhibit A, Attachment I Part I, Section 4(B) herein for a minimum of ten years.

**Exhibit B**  
Budget Detail and Payment Provisions

**Part IV – Records**

**Section 1. General Provisions**

**A. Maintenance of Records**

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract Performance and contract compliance. Contractor shall make these records available to DHCS, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.
2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a ten-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement, as applicable. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the ten-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within ten years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Part I, Section 3.

**Exhibit B**  
Budget Detail and Payment Provisions

6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by W&I Code Section 14124.1 for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

**B. Dispute Resolution Process**

1. In the event of a dispute under this Exhibit A, Attachment I, Part I, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.
3. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.
4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.

County of Inyo  
23-30092

### Exhibit B, Attachment I Funding Amounts

Fiscal Year 2023-24	Funding Amount Original
<b>State General Funds (7/1/23 to 6/30/24)</b>	
Non Perinatal Waiver SGF** (08)	54,000
Perinatal Waiver SGF** (09)	6,000
Administration Costs & QA/UR SGF** (603)	9,000
<b>TOTAL</b>	<b>69,000</b>
<b>Drug Medi-Cal Federal Share (7/1/23 to 6/30/24)</b>	
Non Perinatal Federal Share (01)	156,000
Perinatal Federal Share (03)	18,000
Administration Costs & QA/UR (603)	26,100
<b>TOTAL</b>	<b>200,100</b>
<b>GRAND TOTAL</b>	<b>269,100</b>

Fiscal Year 2024-25	Funding Amount Original
<b>State General Funds (7/1/24 to 6/30/25)</b>	
Non Perinatal Waiver SGF** (08)	54,000
Perinatal Waiver SGF** (09)	6,000
Administration Costs & QA/UR SGF** (603)	9,000
<b>TOTAL</b>	<b>69,000</b>
<b>Drug Medi-Cal Federal Share (7/1/24 to 6/30/25)</b>	
Non Perinatal Federal Share (01)	156,000
Perinatal Federal Share (03)	18,000
Administration Costs & QA/UR (603)	26,100
<b>TOTAL</b>	<b>200,100</b>
<b>GRAND TOTAL</b>	<b>269,100</b>

Fiscal Year 2025-26	Funding Amount Original
<b>State General Funds (7/1/25 to 6/30/26)</b>	
Non Perinatal Waiver SGF** (08)	54,000
Perinatal Waiver SGF** (09)	6,000
Administration Costs & QA/UR SGF** (603)	9,000
<b>TOTAL</b>	<b>69,000</b>
<b>Drug Medi-Cal Federal Share (7/1/25 to 6/30/26)</b>	
Non Perinatal Federal Share (01)	156,000
Perinatal Federal Share (03)	18,000
Administration Costs & QA/UR (603)	26,100
<b>TOTAL</b>	<b>200,100</b>
<b>GRAND TOTAL</b>	<b>269,100</b>

Fiscal Year 2026-27	Funding Amount Original
<b>State General Funds (7/1/26 to 6/30/27)</b>	
Non Perinatal Waiver SGF** (08)	54,000
Perinatal Waiver SGF** (09)	6,000
Administration Costs & QA/UR SGF** (603)	9,000
<b>TOTAL</b>	<b>69,000</b>
<b>Drug Medi-Cal Federal Share (7/1/26 to 6/30/27)</b>	
Non Perinatal Federal Share (01)	156,000
Perinatal Federal Share (03)	18,000
Administration Costs & QA/UR (603)	26,100
<b>TOTAL</b>	<b>200,100</b>
<b>GRAND TOTAL</b>	<b>269,100</b>

Fiscal Year 2023-24	Funding Amount Original
<b>State General Funds (7/1/23 to 6/30/24)</b>	
Non Perinatal Waiver SGF** (08)	54,000
Perinatal Waiver SGF** (09)	6,000
Administration Costs & QA/UR SGF** (603)	9,000
<b>TOTAL</b>	<b>69,000</b>
<b>Drug Medi-Cal Federal Share (7/1/23 to 6/30/24)</b>	
Non Perinatal Federal Share (01)	156,000
Perinatal Federal Share (03)	18,000
Administration Costs & QA/UR (603)	26,100
<b>TOTAL</b>	<b>200,100</b>
<b>GRAND TOTAL</b>	<b>269,100</b>

Fiscal Year 2024-25	Funding Amount Original
<b>State General Funds (7/1/24 to 6/30/25)</b>	
Non Perinatal Waiver SGF** (08)	54,000
Perinatal Waiver SGF** (09)	6,000
Administration Costs & QA/UR SGF** (603)	9,000
<b>TOTAL</b>	<b>69,000</b>
<b>Drug Medi-Cal Federal Share (7/1/24 to 6/30/25)</b>	
Non Perinatal Federal Share (01)	156,000
Perinatal Federal Share (03)	18,000
Administration Costs & QA/UR (603)	26,100
<b>TOTAL</b>	<b>200,100</b>
<b>GRAND TOTAL</b>	<b>269,100</b>

**Original Four-Year Total 1,076,400**

\*\* State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.

Department of Health Care Services

23-30092  
Exhibit D(F)

**Exhibit D(F)**  
**Special Terms and Conditions**

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

## Department of Health Care Services

**Index of Special Terms and Conditions**

1. Federal Equal Employment Opportunity Requirements	20. Debarment and Suspension Certification
2. Travel and Per Diem Reimbursement	21. Smoke-Free Workplace Certification
3. Procurement Rules	22. Drug Free Workplace Act of 1988
4. Equipment Ownership / Inventory / Disposition	23. Covenant Against Contingent Fees
5. Subcontract Requirements	24. Payment Withholds
6. Income Restrictions	25. Performance Evaluation
7. Audit and Record Retention	26. Officials Not to Benefit
8. Site Inspection	27. Four-Digit Date Compliance
9. Federal Contract Funds	28. Prohibited Use of State Funds for Software
10. Termination	29. Use of Disabled Veteran's Business Enterprises (DVBE)
11. Intellectual Property Rights	30. Use of Small, Minority Owned and Women's Businesses
12. Air or Water Pollution Requirements	31. Alien Ineligibility Certification
13. Prior Approval of Training Seminars, Workshops or Conferences	32. Union Organizing
14. Confidentiality of Information	33. Contract Uniformity (Fringe Benefit Allowability)
15. Documents, Publications, and Written Reports	34. Suspension or Stop Work Notification
16. Dispute Resolution Process	35. Public Communications
17. Financial and Compliance Audit Requirements	36. Compliance with Statutes and Regulations
18. Human Subjects Use Requirements	37. Lobbying Restrictions and Disclosure Certification
19. Novation Requirements	



## Department of Health Care Services

**1. Federal Equal Opportunity Requirements**

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

## Department of Health Care Services

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

**2. Travel and Per Diem Reimbursement**

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,

## Department of Health Care Services

as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

### 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

#### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

**b. Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

**c. Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

## Department of Health Care Services

- purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.
- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
- [1] Avoid purchasing unnecessary or duplicate items.
- [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
- [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

## Department of Health Care Services

dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### **4. Equipment/Property Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

##### **(1) Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

## Department of Health Care Services

**(2) Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
  - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
  - c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
  - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
  - f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

## Department of Health Care Services

to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

## Department of Health Care Services

- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
- [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
- [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.



## Department of Health Care Services

**5. Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
    - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.](#)
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

## Department of Health Care Services

- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

**6. Income Restrictions**

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## Department of Health Care Services

**7. Audit and Record Retention**

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must

## Department of Health Care Services

supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

**8. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**9. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

**10. Termination****a. For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such

## Department of Health Care Services

termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

**b. For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

**11. Intellectual Property Rights****a. Ownership**

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing

## Department of Health Care Services

rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to

## Department of Health Care Services

acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services.

## Department of Health Care Services

This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is



## Department of Health Care Services

currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS

## Department of Health Care Services

and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

## Department of Health Care Services

**12. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

**13. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

**14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

## Department of Health Care Services

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

**15. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**16. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

## Department of Health Care Services

designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**17. Financial and Compliance Audit Requirements**

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

## Department of Health Care Services

- (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization*** and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
  - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

## Department of Health Care Services

- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

**18. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

**19. Novation Requirements**

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**20. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR Part 180, 2 CFR Part 376

## Department of Health Care Services

- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.



## Department of Health Care Services

**21. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**22. Drug Free Workplace Act of 1988**

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

## Department of Health Care Services

- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

**23. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**24. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**25. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**26. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

Department of Health Care Services

**27. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**28. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**29. Use of Disabled Veteran's Business Enterprises (DVBE)**

(Applicable to agreements over \$10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

- a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.
- c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code Section 999 et seq. in that should award of this contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Military and Veterans Code section 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

## Department of Health Care Services

- d. Requests for DVBE subcontractor substitution must include:
- (1) A written explanation of the reason for the DVBE substitution.
  - (2) A written description of the business enterprise that will be substituted, including its DVBE certification status.
  - (3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
- e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code § 999.9; Public Contract Code (PCC) §10115.10, or PCC §4110 (applies to public works only).
- f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following: .
- (1) The total amount the prime contractor received under the agreement;
  - (2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;
  - (3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;;
  - (4) That all payments under the Contract have been made to the DVBE(s); and
  - (5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.
- g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold \$10,000 from the final payment, or the full payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. (Mil. & Vet. Code § 999.7.)
- h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

## Department of Health Care Services

- i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military & Veterans Code, including, but not limited to, the requirements of Section 999.5(d). (PCC§ 10230.)

**30. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**31. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**32. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

## Department of Health Care Services

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**33. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided

## Department of Health Care Services

they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
  - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

## Department of Health Care Services

**(c) Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**34. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.



## Department of Health Care Services

- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

**35. Public Communications**

“Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.”

**36. Compliance with Statutes and Regulations**

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

**37. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
  - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
  - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
  - (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially

## Department of Health Care Services

affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Department of Health Care Services

23-30092  
Exhibit D(F)

**Attachment 1**  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

Department of Health Care Services

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Department of Health Care Services

**Attachment 2  
CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/>	a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<input type="checkbox"/>	a. bid/offer/application b. initial award c. post-award	<input type="checkbox"/>	a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:					
Congressional District, If known:			Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description:		
			CDFA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
Date:					
<b>Federal Use Only</b>			Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		

Department of Health Care Services

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

Department of Health Care Services

10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit E**  
Additional Provisions**1. Amendment Process**

- A. The Department of Health Care Services (DHCS) may amend the Contract.
- B. Should either DHCS or the Contractor, during the term of this Contract, desire any amendments to this Contract, such amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed amendments are accepted or rejected. If accepted, the agreed upon amendments shall be made through DHCS' official agreement amendment process. No amendment shall be binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.
- C. Any proposed amendments to the Contract shall be requested by the Contractor by May 1 of the current fiscal year in order for the amendment to be effective the following fiscal year.
  - 1) The proposed amendment submitted by the Contractor shall include the proposed changes, and a statement of the reason and basis for the proposed change.
  - 2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.
- D. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year may be forfeited if DHCS does not receive a fully executable Contract amendment on or before June 30<sup>th</sup> of the final year of the Contract.
- E. DHCS may settle costs for DMC services based on the year-end cost settlement report as the final amendment to the approved Contract.

**2. Cancellation / Termination**

- A. This Contract may be cancelled by DHCS without cause upon 90 calendar days advance written notice to the Contractor.
- B. DHCS reserves the right to cancel or terminate this Contract immediately for cause. The Contractor may submit a written request to terminate this Contract only if DHCS substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor failed to meet any terms, conditions, and/or responsibilities of this Contract.



**Exhibit E**  
Additional Provisions

- D. Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.
- G. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.
- H. The following additional provisions regarding termination apply only to Exhibit A, Attachment I, of this Contract:
- 1) In the event the federal Department of Health and Human Services (hereinafter referred to as DHHS), or DHCS determines that the Contractor does not meet the requirements for participation in DMC, the DHCS will terminate payments for services provided pursuant to Exhibit A, Attachment I, of this Contract for cause.
  - 2) All obligations to provide covered services under this Contract will automatically terminate on the effective date of any termination of this Contract. Contractor will be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.  
  
Contractor shall remain liable for processing and paying invoices and statements for covered services and utilization review requirements prior to the expiration or termination until all obligations have been met.
  - 3) In the event this Contract is nullified, cancelled, or terminated, the Contractor shall refer DMC beneficiaries to providers who are enrolled to provide DMC State Plan services.
- I. In the event this Contract is nullified, cancelled, or terminated, the Contractor shall deliver its entire fiscal and program records pertaining to the

**Exhibit E**  
Additional Provisions

performance of this Contract to DHCS, which will retain the records for the required retention period.

**3. Avoidance of Conflicts of Interest by Contractor**

- A. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or subcontractor, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.
  - 2) An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHCS is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Contract.

**4. Freeze Exemptions**

- A. Contractor agrees that any hiring freeze adopted during the term of this Contract shall not be applied to the positions funded, in whole or part, by this Contract.

**Exhibit E**  
Additional Provisions

- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Contract.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this Contract shall not restrict travel funded, in whole or part, by this Contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this Contract shall not restrict or limit purchases funded, in whole or part, by this Contract.

**5. Force Majeure**

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either parties. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**6. Identification of Contractor versus Subrecipient**

DHCS has classified this Agreement as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330.

**Business Associate Addendum**

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

## **7. Permitted Uses and Disclosures of PHI by Business Associate**

Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

### **7.1 Specific Use and Disclosure Provisions**

Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

## **8. Compliance with Other Applicable Law**

**8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

**8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

**8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

**8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## **9. Additional Responsibilities of Business Associate**

### **9.1 Nondisclosure**

- 9.1.1** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

### **9.2 Safeguards and Security**

- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of [NIST SP 800-53, Revision 5](#), is available online at; updates will be available online through the [Computer Security Resource Center website](#).
- 9.2.3** Business Associate shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online through the [Cryptographic Module Validation Program Search](#), with information about the [Cryptographic Module Validation Program under FIPS 140-2](#). In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.
- 9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

**9.2.5** Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

**9.2.6** Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

### **9.3 Business Associate's Agent**

Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

## **10. Mitigation of Harmful Effects**

Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

## **11. Access to PHI**

Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

## **12. Amendment of PHI**

Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

## **13. Accounting for Disclosures**

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

## **14. Compliance with DHCS Obligations**

To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

**15. Access to Practices, Books and Records**

Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

**16. Return or Destroy PHI on Termination; Survival**

At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. 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. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

**17. Special Provision for SSA Data**

If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

**18. Breaches and Security Incidents**

Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to DHCS**

- 18.1.1** Business Associate shall notify DHCS immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to DHCS.



**18.1.2** Business Associate shall notify DHCS within 24 hours by email (or by telephone if Business Associate is unable to email DHCS) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

**18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

**18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

**18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

**18.1.2.4** Potential loss of confidential information affecting this Agreement.

**18.1.3** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information in Section 18.6.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at the [DHCS Data Privacy webpage](#).

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

**18.1.3.1** Prompt action to mitigate any risks or damages involved with the security incident or breach; and

**18.1.3.2** Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

## **18.2 Investigation**

Business Associate shall immediately investigate such security incident or breach.

### **18.3 Complete Report**

To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This “Final PIR” must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide DHCS with such information. A “Supplemental PIR” may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Business Associate’s determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate’s corrective action plan.

**18.3.1** If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

### **18.4 Notification of Individuals**

If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

### **18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS**

If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

**18.6 DHCS Contact Information**

To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

**18.6.1 DHCS Program Contract Manager**

See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.

**18.6.2 DHCS Privacy Office**

Privacy Office  
c/o: Office of HIPAA Compliance  
Department of Health Care Services  
P.O. Box 997413, MS 4722  
Sacramento, CA 95899-7413

Email: [incidents@dhcs.ca.gov](mailto:incidents@dhcs.ca.gov)

Telephone: (916) 445-4646

**18.6.3 DHCS Information Security Office**

Information Security Office  
DHCS Information Security Office  
P.O. Box 997413, MS 6400  
Sacramento, CA 95899-7413

Email: [incidents@dhcs.ca.gov](mailto:incidents@dhcs.ca.gov)

**19. Responsibility of DHCS**

DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**20. Audits, Inspection and Enforcement**

**20.1** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

**20.2** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

## **21. Termination**

### **21.1 Termination for Cause**

Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

**21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

**21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

### **21.2 Judicial or Administrative Proceedings**

DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

## **22. Miscellaneous Provisions**

### **22.1 Disclaimer**

DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

### **22.2 Amendment**

**22.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

**22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

**22.3 Assistance in Litigation or Administrative Proceedings**

Business Associate shall make itself and its employees and agents 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 and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

**22.4 No Third-Party Beneficiaries**

Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

**22.5 Interpretation**

The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

**22.6 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.

# Contractor Certification Clauses

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
County of Inyo	95-6005445

By (Authorized Signature)

Printed Name and Title of Person Signing

Anna Scott

Date Executed	Executed in the County of
	Inyo

## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **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. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace 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: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. 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. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. 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 lessor 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.

5. 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.

6. 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 located at [www.dir.ca.gov](http://www.dir.ca.gov), 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).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. 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.

1. 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.

Current State Employees (Pub. Contract Code §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.

Former State Employees (Pub. Contract Code §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. (Pub. Contract Code §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. (Pub. Contract Code §10430 (e))

2. 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)

3. 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.)

4. 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.

5. 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.

6. 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.

7. 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**Certificate Of Completion**

Envelope Id: B1DB63784F704C0CA290F3381498F64D  
 Subject: 23-30092 County of Inyo External Docs  
 Source Envelope:  
 Document Pages: 119  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:  
 Lakenya Gross  
 1501 Capitol Ave  
 Sacramento, CA 95814-5005  
 Lakenya.Gross@dhcs.ca.gov  
 IP Address: 134.238.202.91

**Record Tracking**

Status: Original 7/28/2023 11:10:55 AM	Holder: Lakenya Gross Lakenya.Gross@dhcs.ca.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: Department of Health Care Services (CA DHCS)	Location: DocuSign

**Signer Events**

Anna Scott  
 ascott@inyocounty.us  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/31/2023 7:27:51 AM  
 ID: 719ce68f-30d3-4844-b582-8b62faeda64a

Robert Strom  
 robert.strom@dhcs.ca.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Signature**

Sent: 7/28/2023 11:24:33 AM  
 Viewed: 7/31/2023 7:27:51 AM

**In Person Signer Events****Editor Delivery Events****Agent Delivery Events****Intermediary Delivery Events****Certified Delivery Events**

Lucy Vincent  
 LVincent@inyocounty.us  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Carbon Copy Events**

Kimball Pier  
 KPier@inyocounty.us  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

**Signature****Status****Status****Status****Status****Status**

**COPIED**

**Timestamp****Timestamp****Timestamp****Timestamp****Timestamp****Timestamp**

Sent: 7/28/2023 11:24:34 AM

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Accepted: 7/24/2023 4:20:14 PM  
ID: 5bf7f49-02fa-46bf-81ac-6e54c852bb12

Christina Soares  
christina.soares@dhcs.ca.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	7/28/2023 11:24:34 AM
---------------	------------------	-----------------------

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Department of Health Care Services (CA DHCS) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Department of Health Care Services (CA DHCS):**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Russ.Rogers@dhcs.ca.gov

**To advise Department of Health Care Services (CA DHCS) of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Russ.Rogers@dhcs.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Department of Health Care Services (CA DHCS)**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Department of Health Care Services (CA DHCS)**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li></ul>

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"><li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul> |
|--|---|

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Health Care Services (CA DHCS) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Health Care Services (CA DHCS) during the course of my relationship with you.



# 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

August 15, 2023

Reference ID:  
2023-4003

### Ordinance Repealing Ordinance No. 1172 (2012) Regarding Fees for the Inyo County Driving Under the Influence Program

**Health & Human Services - Behavioral Health**

ACTION REQUIRED

**ITEM SUBMITTED BY**

Marilyn Mann, HHS Director

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Approve Ordinance 1300, titled, "An Ordinance of the board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1172 (2012) Regarding Fees for the Inyo County Driving Under the Influence Program."

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Your Board waived further reading of the proposed ordinance titled, "An Ordinance of the board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1172 (2012) Regarding Fees for the Inyo County Driving Under the Influence Program" on August 8, 2023 and scheduled the ordinance for enactment on August 15, 2023 at 10 a.m., in the Board of Supervisors Chambers, County Administrative Center, Independence, California. Following this action, your Board held a public hearing regarding Resolution No. 2023-22, which proposed to increase fees for the Inyo County Driving Under the Influence Program (DUI) AKA Drinking Driver Program, and adopted the proposed resolution.

Following the enactment of the proposed ordinance, Resolution No. 2023-22 will go into effect and the fees for the DUI program will be increased effective September 15, 2023.

**FISCAL IMPACT:**

There is no immediate fiscal impact associated with this item.

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Should your Board not approve the ordinance, the fee structure for the Drinking Driver Program AKA Driving Under the Influence Program will remain at the levels established in 2012.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Ordinance No.1172
2. Ordinance Repealing No. 1172 (DDP fees)
3. Resolution No. 2023-22

**APPROVALS:**

Marilyn Mann	Created/Initiated - 7/19/2023
Darcy Ellis	Approved - 7/19/2023
Marilyn Mann	Approved - 7/25/2023
Melissa Best-Baker	Approved - 8/1/2023
John Vallejo	Approved - 8/1/2023
Amy Shepherd	Approved - 8/9/2023
Grace Chuchla	Approved - 8/9/2023
Marilyn Mann	Approved - 8/9/2023
Nate Greenberg	Final Approval - 8/10/2023



ORDINANCE NO. 1172

AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
REVISING INYO COUNTY DRIVING-UNDER-THE-INFLUENCE  
PROGRAM FEES

The Board of Supervisors of Inyo County ordains as follows:

Section I: FINDINGS

The County, through its Driving-Under-The-Influence Program, provides education and counseling services for those convicted of driving under the influence of drugs and alcohol. In enacting this Ordinance this Board finds that the cost to the County of providing Driving-Under-The-Influence Program exceeds the revenue generated by the fees that the County currently charges for the program; that it is in the public interest and required by statute that those fees be based on an examination of the cost of providing those services; that, based on an examination of the cost of the current program, the fees established herein do not exceed the reasonable cost to the County of providing the services to which they apply; and that the California Department of Alcohol and Drug Programs (Department) has approved the proposed fees.

Section II: PURPOSE

The purpose of this ordinance is to raise fees for the provision of the Driving-Under-The-Influence Program to recover the costs of providing the program.

Section III: AUTHORITY

The County of Inyo has established a Driving-Under-The-Influence Program which is licensed by the Department pursuant to Health and Safety Code § 11837.4. Health and Safety Code § 11837.4 authorizes and requires the County to charge fees sufficient to make the program self-supporting and places responsibility for approving all Driving-Under-The-Influence Program fee schedules with the Department. Government Code § 66018 provides the procedure for adopting and revising such fees.

Section IV: COUNTY ORDINANCE 1115 REPEALED

On the effective date of this Ordinance, Ordinance No. 1115 establishing fees for the Inyo County Driving-Under-The-Influence Program is repealed.

Section V: Fees

The County of Inyo Driving-Under-The-Influence Program fees are hereby established as follows, per participant:

First Offender Wet and Reckless (W&R) Educational Program – Four hundred and thirty six dollars (\$436)

First Offender Program (FOP) – Seven hundred and ninety three dollars (\$793)

First Offender Program .20 (FOP2) – One thousand and forty eight dollars (\$1,048)

First Offender Program .20/9 Month (FOP2/9mo.) – One thousand three hundred and thirty seven dollars (\$1,337)

Multiple Offender Program (MOP) – Two thousand one hundred and forty dollars (\$2,140)

Fee waivers and extended payment schedules shall be as established by the California Department of Alcohol and Drug Programs.

Section VI: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124 (b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this 12th day of June, 2012.

AYES: Supervisors Arcularius, Cash, Pucci, and Cervantes

NOES: -0-

ABSENT: Supervisor Fortney

ABSTAIN:



Chairperson

Inyo County Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk of the Board

By:   
Pat Gunsolly, Assistant Clerk of the Board

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
REPEALING ORDINANCE NO. 1172 (2012) REGARDING FEES FOR THE INYO  
COUNTY DRIVING UNDER THE INFLUENCE PROGRAM**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to repeal Ordinance No. 1172 (2012) in its entirety and create an updated system for setting the fees for the Inyo County Driving Under the Influence Program.

**SECTION TWO. AUTHORITY.**

This Ordinance is enacted pursuant to the general police power granted to the Inyo County Board of Supervisors.

**SECTION THREE. REPEAL OF ORDINANCE NO. 1172.**

Ordinance No. 1172 (2012) is hereby repealed in its entirety.

**SECTION FIVE. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION SIX. CEQA COMPLIANCE.**

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

**SECTION SEVEN. EFFECTIVE DATE.**

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of May, 2023 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
JENNIFER ROESER, Chairperson  
Inyo County Board of Supervisors

ATTEST: Nate Greenberg  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis  
Assistant Clerk of the Board

**RESOLUTION NO. 2023 - 22**

**A RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA,  
REVISING INYO COUNTY DRINKING DRIVER PROGRAM (DDP) FEES**

WHEREAS, Inyo County, through its Drinking Driver Program provides education and counseling services for individuals convicted of driving under the influence of drugs and alcohol; and

WHEREAS, the Inyo County Drinking Driver Program is licensed through the California Department of Health Care Services (herein referred to as Department) pursuant to Health and Safety Code §11837.4; and

WHEREAS, the Department requires the County to charge fees sufficient to make the program self-supporting and places responsibility for approving all DDP fee schedules with the Department; and

WHEREAS, Inyo County's DDP fees have not been adjusted since 2012, and program costs exceeds the revenue generated by DDP program fees; and

WHEREAS, the fees proposed herein have been based on an examination of the cost of the current program and do not exceed the reasonable cost to the County of providing the services to which they apply; and

WHEREAS, the Department has approved the proposed fees; and

WHEREAS, Government Code §66018 provides the procedure for adopting and revising such fees; and

WHEREAS, the Drinking Driver Program fees are hereby established as follows, per participant:

Wet and Reckless Educational Program (W&R)	\$728
First Offender Program (FOP – 3 month)	\$1,778
First Offender Program (FOP – 6 month)	\$2,576
First Offender Program (FOP – 9 month)	\$3,486
Multiple Offender Program (MOP) – 18 month	\$4,340

With additional fees set as follows:

Missed activity fee	\$20
Transfer In/Out to another DDP program	\$10
Reinstatement after non-compliance	\$40
Returned check fee	\$20
Proof of enrollment fee	\$10
Notice of completion fee – duplicate	\$10
Late payment fee	\$20

WHEREAS, fee waivers and extended payment schedules shall be as established by the Department,

NOW THEREFORE BE IT RESOLVED, the Board of Supervisors of Inyo County hereby establishes fee schedules for the County's Drinking Driver Program as outlined above.

BE IT FURTHER RESOLVED, the fee schedules established herein shall be adjusted annually based on actual costs of service during the prior fiscal year as approved by the Department.

BE IT FURTHER RESOLVED, annual adjustments shall be effective following publication of Notice of Adjustment and the adjustment schedule in the County pursuant to Government Code §66018.

BE IT FURTHER RESOLVED, the DDP fee schedules approved herein shall become effective as of the date of repeal of Ordinance No. 1172 (2012).

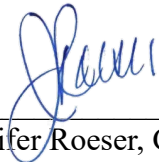
PASSED AND ADOPTED this 8<sup>th</sup> day of August, 2023, by the Board of Supervisors of Inyo County by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Marcellin, Orrill, Roeser


NOES: -0-

ABSTAIN: -0-

ABSENT: -0-

  
\_\_\_\_\_  
Jennifer Roeser, Chair  
Inyo County Board of Supervisors

Attest: NATE GREENBERG  
Clerk of the Board

By:   
\_\_\_\_\_  
Assistant Clerk of the Board



# 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

August 15, 2023

Reference ID:  
2023-3966

### Mental Health Services Act 2022-2023 and 2023-2024 Annual Updates

#### Health & Human Services - Behavioral Health

ACTION REQUIRED

**ITEM SUBMITTED BY**

Lucy Vincent

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Approve the Mental Health Services Act (MHSA) 2022-2023 Annual Update and approve the MHSA 2023-2024 Annual Update in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director, Behavioral Health Division, as the County's Mental Health Director, to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

As required in the Mental Health Services Act (MHSA), we are providing the proposed Annual Updates for the MHSA Three Year Plan for FY 2022-23 and for FY 2023-24. The Plan was developed beginning in February of 2022, six months after the previous Deputy Director retired. Completion of the Plan was delayed due to the CA 9 CCR, Section 3300 requirement for a Community Planning Process and allowances for stakeholder input, public hearings to incorporate community member and stakeholder input, and finalization. The Annual Updates are to reflect changes in budgets, community needs and gaps in services, efficacy of existing programs in meeting needs, and implementation updates for new programs.

Pursuant to CA 9 CCR, Section 3300, development of the MHSA Three-Year plan is informed by a Community Planning Process. Meetings were conducted with local stakeholder input, consumers, and community partners to address needs and gaps in services. In addition, surveys were distributed to consumers and stakeholders and data was then evaluated to inform services and programs. Community planning meetings for the 2022-23 Annual Update were conducted between March of 2022-October of 2022, and for FY 2023-24, Community Planning meetings were conducted from January of 2023 through May 2023 with our Behavioral Health Advisory Board, law enforcement, Northern Inyo Hospital, Southern Inyo Hospital, Toiyabe Indian Health project, Bishop Unified School District, Bishop Police, and other community-based agencies to assess whether services and programs are meeting the needs identified in the Plan.

In accordance with the requirement for a 30-day comment period, we posted our Annual Updates on the County website on July 3, 2023 and disseminated the Annual Updates throughout the County. Public hearings for the 2022-23 and 2023-24 Annual Updates were held on Thursday, August 3rd and comments were incorporated into the draft of the Annual Updates.

Because of the anticipated changes to MHSA beginning in 2024, 35% of our total MHSA allocation must

be reserved for housing and comprehensive treatment.

The total budget for MHSA modernization for Inyo County could range between \$748,042.00 and \$1,053,344 for the duration of the Three-Year Plan

<b>FISCAL IMPACT:</b>			
<b>Funding Source</b>	State MHSA funds	<b>Budget Unit</b>	505303
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Ongoing Expenditures		
<b>Current Fiscal Year Impact</b>			
Funds are deposited into the MHSA trust and budgeted as revenue in the Mental Health budget (045200). MHSA expenses are tracked and transfers occur quarterly.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the MHSA Annual plan updates for FY 2022-23 and FY 2023-24. This would prohibit further use of these funds until an acceptable Plan that can meet MHSA regulations can be formulated. MHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. 2022-2025 MHSA Three-Year Plan 2023-24 Annual Update Public Posting Flyer
2. Inyo MHSA FY 2022-25 Three-Year Plan Annual Update (FY 2022-23)
3. Inyo MHSA FY 2022-25 Three-Year Plan and Annual Update (FY 2023-24)

**APPROVALS:**

Lucy Vincent	Created/Initiated - 7/10/2023
Darcy Ellis	Approved - 7/11/2023
Kimball Pier	Approved - 7/11/2023
Lucy Vincent	Approved - 7/11/2023
Marilyn Mann	Approved - 8/9/2023
Anna Scott	Approved - 8/9/2023
Melissa Best-Baker	Approved - 8/9/2023
Marilyn Mann	Approved - 8/10/2023
Nate Greenberg	Final Approval - 8/10/2023





**INYO COUNTY BEHAVIORAL HEALTH  
Mental Health Services Act  
Three -Year Plan FY 2022-2025  
FY 2023/24 ANNUAL UPDATE**

**POSTED FOR PUBLIC COMMENT**

**July 3, 2023 through August 3, 2023**

The MHSA THREE YEAR PLAN ANNUAL UPDATE FOR FY 2023-24 is available for public review and comment from July 3, 2023 through August 3, 2023. Please visit <http://www.inyocounty.us> to view and download a copy. Or you may find copies at the front office at 1360 North Main in Bishop, at the local library in Bishop,, Wellness Center in Bishop located at 586 Central St, or at the Wellness Center in Lone Pine located at 310 Jackson St.

We welcome your feedback via phone, in person, in writing or via email at [MHSA@inyocounty.us](mailto:MHSA@inyocounty.us).

Comments may also be made during the Public Hearing to be held on August 9, 2023 as part of the Behavioral Health Advisory Board Meeting

**Public Hearing:**  
August 9, 2023 at 2:30 p.m.

Public Hearing will be held in-person at: 1360 North Main St. Ste 103, Bishop, CA93514. A few days prior to the event, please call or email us for the details about accessing the meeting online at 760-873-6533.

**Comments or Questions? Please contact: Gina McKinzey, MHSA  
Coordinator Inyo County Behavioral Health Phone: (760) 873-6533 Fax: (760)  
873-3277 email: gmckinzey@inyocounty.us**

*Thank you!*

County of Inyo

# 2022-23 MHSA THREE-YEAR PLAN ANNUAL UPDATE for FY 2022-23

July 1, 2023, 2023

Kimball C. Pier, PHD.,LMFT  
7-1-2023

MHSA THREE-YEAR PLAN 2022-25

FY 2022-23 ANNUAL UPDATE

TABLE OF CONTENTS

INYO COUNTY MENTAL HEALTH SERVICES ACT- 2022-2025 THREE YEAR PLAN ANNUAL UPDATE ..... 4

FY 2022-2023 ..... 4

    County Demographics and Description ..... 4

    Statistics and Demographics on Number of Medi-Cal beneficiaries served in Calendar year 2022: ..... 7

    Source: BHC MHP QRO Final Report – FY 22-23 ..... 7

MHP Annual Beneficiaries Served and Total Approved Claim..... 7

Table 4: County Medi-Cal Eligible Population, Beneficiaries Served, and Penetration Rates by Age, CY 2021 ..... 7

Table 5: Threshold Language of Medi-Cal Beneficiaries Served in CY 2021 ..... 8

    INYO COUNTY’S STRENGTHS AND VULNERABILITIES: ..... 12

    Mental Health Services Act – Foundational Precepts ..... 13

    Community Program Planning..... 15

    What are the service components of the Mental Health Services Act? ..... 16

    Stakeholder Participation – ..... 18

    Challenges or barriers ICBHS has encountered in our planning processes and the resolutions to overcoming these barriers: ..... 24

    The results of the CNA surveys indicated that: ..... 24

LOCAL REVIEW PROCESS..... 27

COMMUNITY SERVICES AND SUPPORTS ..... 28

All Ages/Populations ..... 28

    COMMUNITY SERVICES AND SUPPORT PROGRAMMING..... 32

    WELLNESS CENTER – BISHOP ..... 36

    WELLNESS CENTER – LONE PINE ..... 37

PREVENTION AND EARLY INTERVENTION ..... 38

Prevention Programs ..... 38

    ELDER OUTREACH..... 38

PREVENTION AND EARLY INTERVENTION ..... 42

Early Intervention Programs for Youth ..... 42

PREVENTION AND EARLY INTERVENTION ..... 44

Suicide Prevention Programs ..... 44

PREVENTION AND EARLY INTERVENTION ..... 46

Stigma Reduction Programs..... 46

INNOVATIONS..... 47

**INYO COUNTY MENTAL HEALTH SERVICES ACT- 2022-2025**  
**THREE YEAR PLAN ANNUAL UPDATE**  
**FY 2022-2023**

## **County Demographics and Description**

Inyo County is the second largest county in California encompassing 10,192 square miles and is the second most sparsely populated after Alpine County, one of California’s smallest rural counties. According to the 2020 census, the population of Inyo County was 19,016 citizens. The population is concentrated in Bishop, (population 3,879) West Bishop (population 2,607), Lone Pine, (population 2,035), Big Pine (population 1,756) and The Bishop Paiute Tribal Community (population 1,588). All of these communities are located along the Owens Valley beneath the Eastern crest of the Sierra Nevada. Inyo County has the highest point in the contiguous United States; Tumanguya (Mt. Whitney) at 14,505 ft., and the lowest point in the contiguous United States at Badwater in Death Valley at 282 feet below sea level.

Bishop and the smaller communities in Inyo County have suffered as a result of the pandemic, causing the closures of numerous small businesses as well as some of the larger businesses. The pandemic also brought with it a significant increase in substance use, and concurrent spikes in symptoms for individuals with existing mental health disorders, and emergence of depression, anxiety, and trauma-related symptoms especially for our adolescent and elder populations.

In addition, during summers of 2020 and 2021, California experienced some of its worst wildfires the outcomes of which were even more restricted activity and isolation for those experiencing medical problems and mental health problems associated with isolation, loss of employment, lack of financial resources, and families struggling to work while having children home from school.

At this time, Inyo County Behavioral Health Services is developing new approaches and building out existing approaches that match the intentions and goals of CSC (Coordinated Specialty Care) and CalAIM, an acronym for “advancing and innovating Medi-Cal). We are implementing a “whole person” approach to treatment and being innovative in ways we can meet the needs of our community members. In particular, staff have participated in TIC (Trauma Informed Care) training, and we are also participating in JEDI (justice, equity, diversity, and inclusion) training and we are focused on being a trauma-informed county by incorporating the principles of TIC and JEDI in all our work.

The majority of Inyo County’s population identify as Euro-American, with next largest segment identifying as LatinX or Mexican, and the next largest, indigenous tribal members. Based on the 2020 census, 66% identify as white; 19% identify as Hispanic or of Latino origin. Given the LatinX population which has grown 3.7% since the last census, Spanish is a threshold language for Inyo County, and we are challenged to find ways to meet our Spanish-Speaking client’s needs in behavioral health and substance use disorders services. service.

The federally- recognized “Native American” (indigenous) nations in Inyo County are the Bishop Paiute Tribe, Big Pine Paiute Tribe of the Owens Valley, Fort Independence Reservation, Lone Pine Paiute Shoshone Reservation, and Timbisha Shoshone Tribe. The Timbisha Shoshone Tribe, located in Death Valley National

Park, is the only tribe located inside a national park in the US.

Settlement within Inyo County by Euro-Americans within the past one hundred fifty years has had a significant consequences for the indigenous tribes of Inyo County. Most significant of these are the impact on the physical, spiritual, and mental health,<sup>1</sup> and for whom historical trauma is strongly correlated with higher incidences of addiction-related health problems, mental health problems related to trauma, and disproportionate numbers of justice-involved individuals.<sup>2</sup> The combination of multi-generational trauma compounded by substance use disorders is often stigmatized in ways that prevent people from feeling welcome or safe in seeking recovery or healing services. Seeking culturally relevant healing services is particularly challenging when our State and County governed behavioral health systems are grounded in a Western medical paradigm and allow no room for practices and methods that fall outside of the Western medical model.

The health issues experienced by people of color and particularly indigenous people include diabetes, hypertension, heart disease, obesity, increased rates of and colon cancer, which are related to diets high in salt, sugar, and fat. Immune-related disorders and inflammatory conditions are also related to acute and chronic trauma. The effects on mental and spiritual health are correlated with transgenerational and historical trauma, the symptoms of which manifest in substance use and dependence, depression, anxiety, bipolar disorders, and post-traumatic stress disorder among other illnesses that occur disproportionately among Indigenous People and people of color.

Finally, we have a disproportionate number of indigenous people and people of color in jail who need rehabilitative and recovery services. As it is, Inyo County, like most other rural counties, lack the infrastructure to provide safe, secure housing for justice-involved clients who require a higher level of care. The jail serves as the “de facto” psychiatric hospital which is true for many rural counties where resources are few for individual who are substance-involved, mentally ill, and experience chronic homelessness. We are striving to build out services in the jail and to make our re-entry services more robust.

---

<sup>1</sup> Spillane, N. S., Schick, M. R., Kirk-Provencher, K. T., Nalven, T., Goldstein, S. C., Crawford, M. C., & Weiss, N. H. (2022). Trauma and Substance Use among Indigenous Peoples of the United States and Canada: A Scoping Review. *Trauma, Violence, & Abuse*, 0(0). <https://doi.org/10.1177/15248380221126184>

**Inyo County, California - Demographic Profile**  
*(NH = Non-Hispanic)*

Race / Ethnicity	Pop 2010 <sup>[16]</sup>	Pop 2020 <sup>[17]</sup>	% 2010	% 2020
White alone (NH)	12,296	11,035	66.30%	58.03%
Black or African American alone (NH)	102	85	0.55%	0.45%
Native American or Alaska Native alone (NH)	1,895	2,189	10.22%	11.51%
Asian alone (NH)	229	273	1.23%	1.44%
Pacific Islander alone (NH)	15	13	0.08%	0.07%
Some Other Race alone (NH)	21	87	0.11%	0.46%
Mixed Race/Multi-Racial (NH)	391	935	2.11%	4.92%
Hispanic or Latino (any race)	3,597	4,399	19.40%	23.13%
<b>Total</b>	<b>18,546</b>	<b>19,016</b>	<b>100.00%</b>	<b>100.00%</b>

The Toiyabe

Indian Health Project established in 1968 serves eight tribes along the eastern slope of the Sierra Nevada and Death Valley. Services available for tribal members include medical, dental, dialysis, optometry, behavioral and substance use disorders services, and pharmacy services. Inyo County Behavioral Health Services plans collaborative work in serving clients who need Intensive Outpatient Treatment groups and who may qualify for supportive services such as case management and specific groups for improving life skills and improving physical well-being. These services are located at Wellness Centers in Bishop and Lone Pine and will be funded by MHS Community Services and Supports (CSS).

Economic conditions in Inyo County may impose hardships on many families and individuals due to the combination of a high cost of living and limited work availability. Inyo County relies heavily on tourism and government services to support the economy. Many available jobs are in the service industry or are seasonal. It is difficult to find entry level jobs for persons with a disability. The median family income in Inyo County is slightly below the 60% marker of the median family income for California as a whole.

## Statistics and Demographics on Number of Medi-Cal beneficiaries served in Calendar year 2022:

Source: BHC MHP QRO Final Report – FY 22-23

The Statewide PR is 4.34 percent, with an average approved claim amount of \$7,478. Using PR as an indicator of access for the MHP, the MHP’s PR of 6.84 percent was 57.6 percent greater than the statewide rate, and the average claim amount of \$5,896 was 21.1 percent less than the statewide average.

### MHP Annual Beneficiaries Served and Total Approved Claim

Year	Annual Eligibles	Beneficiaries Served	Penetration Rate	Total Approved Claims	AACB
CY 2021	6,300	431	6.84%	\$2,541,371	\$5,896
CY 2020	5,835	412	7.06%	\$2,302,022	\$5,587
CY 2019	5,493	356	6.48%	\$1,256,009	\$3,528

\*Total annual eligibles may differ in Tables 3, 4, and 7 due to rounding of different variables in calculating the annual number of eligibles based upon average of the monthly eligibles.

- Annual eligibles, beneficiaries served and AACB increased each year from CY 2019 to CY 2021. The PR declined from CY 2020 to CY 2021 (7.06 percent vs. 6.94 percent.)

**Table 4: County Medi-Cal Eligible Population, Beneficiaries Served, and Penetration Rates by Age, CY 2021**

Age Groups	Annual Eligibles	# of Beneficiaries Served	Penetration Rate	Similar Size Counties Penetration Rate	Statewide Penetration Rate
Ages 0-5	720	-	-	1.71%	1.96%
Ages 6-17	1,478	134	9.07%	8.65%	5.93%
Ages 18-20	286	<11	-	7.76%	4.41%
Ages 21-64	3,157	220	6.97%	8.00%	4.56%
Ages 65+	660	43	6.52%	3.73%	1.95%
<b>Total</b>	<b>6,301</b>	<b>431</b>	<b>6.84%</b>	<b>7.08%</b>	<b>4.34%</b>

- PRs exceeded statewide rates for all ages except those ages 18-20. PRs exceeded similar sized county rates for those aged 0-5, 6-17, and 65 and over.

**Table 5: Threshold Language of Medi-Cal Beneficiaries Served in CY 2021**

Threshold Language	Unduplicated Annual Count of Medi-Cal Beneficiaries Served by the MHP	Percentage of Medi-Cal Beneficiaries Served by the MHP
Spanish	25	5.80%
Threshold language source: Open Data per BHIN 20-070		

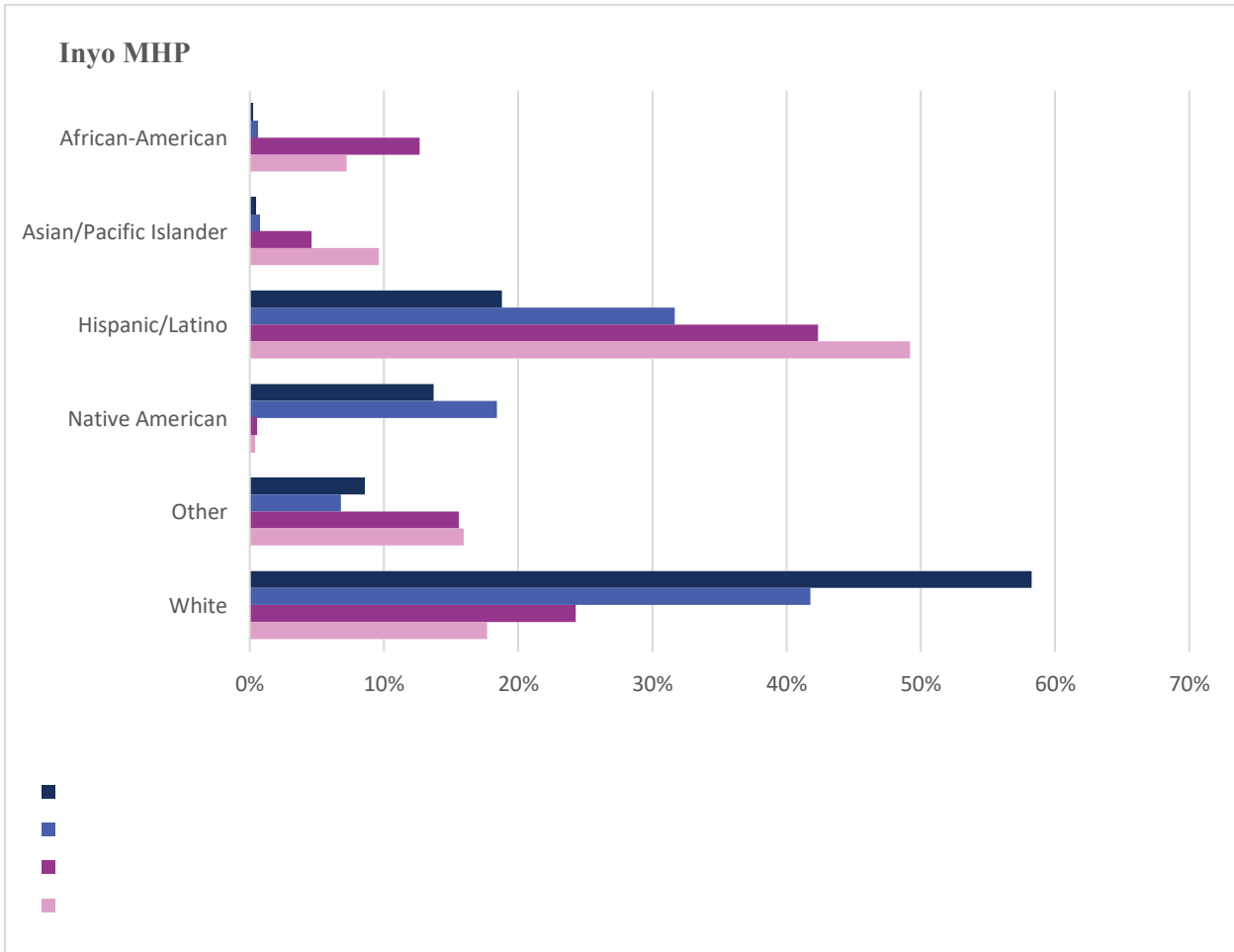
The race/ethnicity data can be interpreted to determine how readily the listed race/ethnicity subgroups comparatively access SMHS through the MHP. If they all had similar patterns, one would expect the proportions they constitute of the total population of Medi-Cal eligibles to match the proportions they constitute of the total beneficiaries served. Table 7 and Figures 1–9 compare the MHP’s data with MHPs of similar size and the statewide average.

**Table 7: PR of Beneficiaries Served by Race/Ethnicity CY 2021**

Race/Ethnicity	Annual Eligibles	Beneficiaries Served	PR MHP	PR State
African-American	38	<11	-	7.64%
Asian/Pacific Islander	49	<11	-	2.08%
Hispanic/Latino	1,995	81	4.06%	3.74%
Native American	1,160	59	5.09%	6.33%
Other	428	37	8.64%	4.25%
White	2,632	251	9.54%	5.96%
<b>Total</b>	<b>6,302</b>	<b>431</b>	<b>6.84%</b>	<b>7.64%</b>

Inyo served 431 unique beneficiaries in CY 2021 with 251 White beneficiaries served and 81 Hispanic/Latino beneficiaries served. The MHP’s White penetration rate was 60.1 percent greater than the statewide rate (9.54 percent vs. 5.96 percent) and the Hispanic/Latino penetration rate was 8.6 percent greater than the statewide rate (4.06 percent vs. 3.74 percent.)



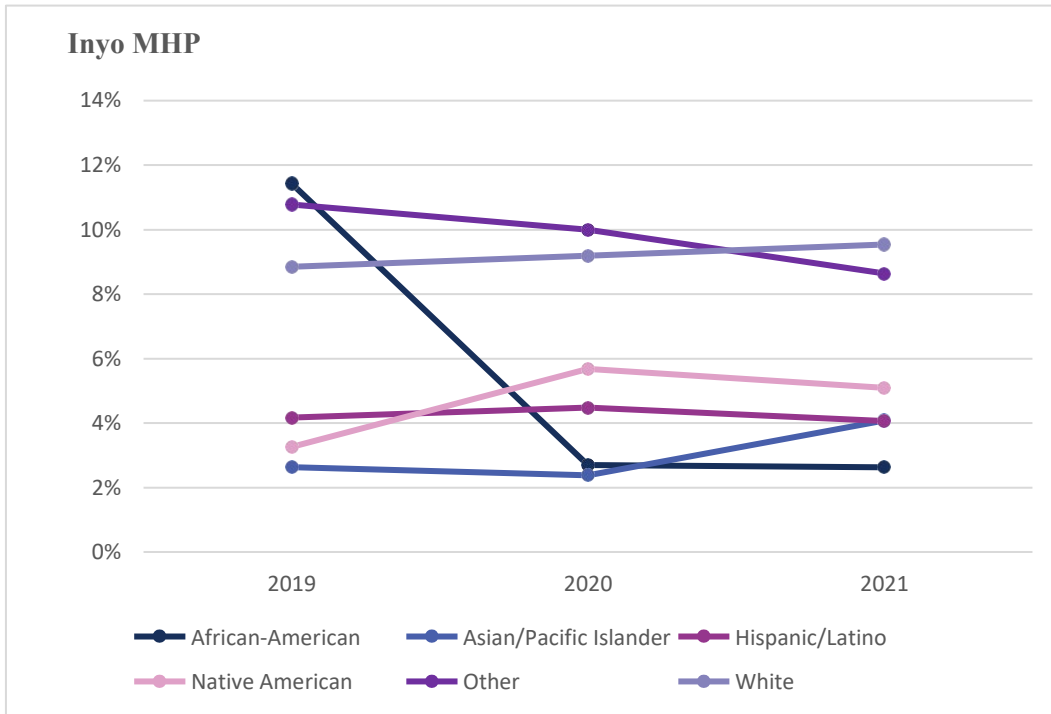


**Figure 1: Race/Ethnicity for MHP Compared to State CY 2021**

	White	Other	Native American	Hispanic/Latino	Asian/Pacific Islander	African-American
MHP % Served	58%	9%	14%	19%	0%	0%
MHP % Eligible	42%	7%	18%	32%	1%	1%
State % Served	24%	16%	1%	42%	5%	13%
State % Eligible	18%	16%	0%	49%	10%	7%

- Euro-Americans (white) comprised 42 percent of the eligible population and 58 percent of those served. The Hispanic/Latino population comprised the next largest race/ethnicity group with 32 percent of the eligible population and 19 percent of those served.
- The most proportionally overrepresented group in the MHP was White, and the most underrepresented group in the MHP was Hispanic/Latino.

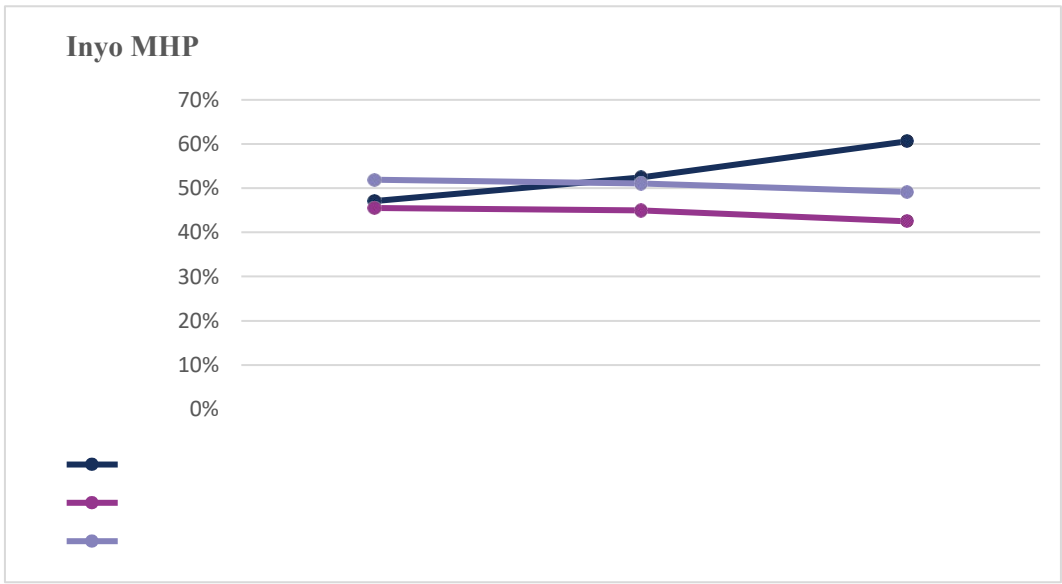
Figures 2–11 display the PR and AACB for the overall population, two race/ethnicity groups that are historically underserved (Hispanic/Latino, and Asian/Pacific Islander), and the high-risk FC population. For each of these measures, the MHP's data is compared to the similar county size and the statewide for a three-year trend.



Race/Ethnicity PR

**Figure 2: MHP PR by Race/Ethnicity CY 2019-21**

- From CY 2019 to CY 2021, Asian/Pacific Islander, Native American and Hispanic/Latino PRs were consistently lowest while White and Other had the highest PRs. It should be noted that African-American and Asian Pacific Islander race/ethnicity groups each served <11 beneficiaries, and lower beneficiary counts can cause greater year over year variations in the data.



Foster Care PR

**Figure 10: Foster Care PR CY 2019-21**

	2019	2020	2021
MHP	47.06%	52.38%	60.61%
Small-Rural	45.51%	44.98%	42.49%
State	51.91%	51.00%	49.15%

- FC PR increased each year from CY 2019 to CY 2021 and in CY 2021 exceeded both the small-rural and statewide rates.

**Source: BHC MHP EQR Final Report FY 22-23**

## **INYO COUNTY'S STRENGTHS AND VULNERABILITIES:**

### **Strengths:**

- Community members care for one another.
- Connection through events and rituals
- Knowledge and concern for the land and water issues
- Awareness and concern for increasing substance use
- Multi-generational connection
- Appreciation of cultural differences
- Desire to help and to find solutions to disparities in access to culturally appropriate addiction services, healthcare, and mental health therapy; housing, and healthy food.

### **Vulnerabilities:**

- Lack of recovery resources for adolescents and adults
- Lack of recovery resources for residential drug and alcohol treatment
- Developmental trauma as a root cause for substance use disorders and mental health challenges
- Few resources for Spanish-speaking community members
- No housing resources for individuals experiencing homelessness
- Marginalization of indigenous people (overrepresentation in jail and disproportionate numbers experiencing post-traumatic stress related symptoms, mental illness, substance use, and health problems typically associated with developmental trauma.
- Fear of seeking services

Inyo County's Division of Behavioral Health has prioritized awareness and education to staff members around trans-generational, race-related, and historical trauma and how families have struggled to manage the myriad ways in which trauma manifests. There is more potential for community members to be more involved in prevention and support as volunteers or paid staff.

ICBHS will utilize training and education funding for community members and partners in Applied Suicide Skills Intervention (ASIST), Safetalk, and other trainings in trauma awareness made available on Inyo County BHS learning platform, Target Solutions.

We are rebuilding and revisiting how best to collaborate with our community partners post-COVID which include regular multi-disciplinary team meetings with probation, Northern Inyo Healthcare District, Inyo County sheriff's department, Bishop Police, Toiyabe Family Services, and other departments within Inyo County HHS. We are invested in training and education in trauma awareness and cultural humility and will continue to offer Trauma Informed Care training and ongoing training and education in Justice, Equity, Diversity, and Inclusion (JEDI). Our mission is to bring those principles into all aspects of services.

## Mental Health Services Act – Foundational Precepts

Inyo County Behavioral Health Services is committed to following the California Code of Regulations to ensure that MHSA services are in keeping with its foundational precepts of being

- Client Centered
- Family Centered
- Community-Based and Collaborative
- Culturally Competent
- Outcomes driven

### RESOURCES:

CA Code of Regulations - Title 9 - Rehabilitative and Developmental Services, Division 1 - Department of Mental Health

Chapter 14 - Mental Health Services Act

Article 2 - Definitions

Sections 3200.050, 3200.120, 3200.060, 3200.070, 3200.100

### Definitions:

MHSA – Mental Health Services Act

ICBHS – Inyo County Behavioral Health Services

**Services will be client driven:** "Client Driven" means that the client has the primary decision-making role in identifying his/her needs, preferences and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

**Services will be Family Driven:** "Family Driven" means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

**Services will be Community-Based and Collaborative:** "Community Collaboration" means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goals.

ICBHS will ensure that services are culturally competent: "Cultural Competence" means incorporating and working to achieve each of the goals listed below into all aspects of policy-making, program design, administration and service delivery. Each system and program is assessed for the strengths and weaknesses of its proficiency to achieve these goals. The infrastructure of a service, program or system is transformed, and new protocol and procedure are developed, as necessary to achieve these goals.

- (1) Equal access to services of equal quality is provided, without disparities among racial/ethnic, cultural, and linguistic populations or communities.
- (2) Treatment interventions and outreach services effectively engage and retain individuals of diverse racial/ethnic, cultural, and linguistic populations.
- (3) Disparities in services are identified and measured, strategies and programs are developed and implemented, and adjustments are made to existing programs to eliminate these disparities.
- (4) An understanding of the diverse belief systems concerning mental illness, health, healing and wellness that exist among different racial/ethnic, cultural, and linguistic groups is incorporated into policy, program planning, and service delivery.
- (5) An understanding of the impact historical bias, racism, and other forms of discrimination have upon each racial/ethnic, cultural, and linguistic population or community is incorporated into policy, program planning, and service delivery.
- (6) An understanding of the impact bias, racism, and other forms of discrimination have on the mental health of each individual served is incorporated into service delivery.
- (7) Services and supports utilize the strengths and forms of healing that are unique to an individual's racial/ethnic, cultural, and linguistic population or community.
- (8) Staff, contractors, and other individuals who deliver services are trained to understand and effectively address the needs and values of the particular racial/ethnic, cultural, and/or linguistic population or community that they serve.
- (9) Strategies are developed and implemented to promote equal opportunities for administrators, service providers, and others involved in service delivery who share the diverse racial/ethnic, cultural, and linguistic characteristics of individuals with serious mental illness/emotional disturbance in the community.

## **PROCEDURES:**

**Ensuring services are Client Centered:** ICBHS clinical staff will work with each client to identify strengths in seven Life Domains pursuant to CalAIM documentation standards (DHCS-BHIN 22-019). ICBHS will work with clients on identifying barriers to optimizing strengths and will engage client's natural supports (family, friends, colleagues, teachers, spiritual guides, and other providers) to create a service plan based upon client's stated needs and goals.

**Ensuring Services are Family Driven:** Services for children and adolescents will involve the child's parents or caregivers when safe and appropriate, extended family, and others whom the children and family consider part of their kinship system. Planning will be driven by the family's values and needs, and that care plans are established to optimize the children's overall well-being and build on the family's strengths.

**Ensuring services and supports are community-based and collaborative:**

ICBHS will conduct stakeholder meetings each month in the planning process. "Stakeholder" means individuals or entities with an interest in mental health services in the State of California, including but not limited to: individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness/ and/or serious emotional disturbance and/or their families, ( CA CCR 3200.270).

ICBHS will ask for community feedback and input by conducting surveys intended to identify needs and gaps in services each year which will also inform the planning process.

### **Ensuring services and programs are outcomes driven:**

- ICBHS will invite each client and family enrolled in Full Services Partnerships to provide feedback in Team Meetings as to their progress as they define it;
- Community partners will provide quantitative data on enrollment in services and completion of services on a quarterly basis
- ICBHS will track data by service category at the Wellness Centers.

## **Community Program Planning**

The Inyo County Health and Human Services-Behavioral Health (ICHHS-BH) Community Program Planning (CPP) process for the development of the MHSA FY 2022-2025 Three- Year Plan built upon the planning process for the previous MHSA Three-Year Plan and the most recent Annual Update.

This year's planning process was not as comprehensive as the previous planning process due to COVID restrictions and having significant changes in leadership in the first few months of 2022. We have conducted an ongoing Community Needs Assessment which has been distributed electronically and was made available in hard copy to clients, community partners and agencies within Inyo County HHS. The initial survey distributed in May of 2022 was available for 45 days and number of respondents was significant enough to inform the services and supports plan at least until the Three-year Plan is submitted with updates on June 30, 2023.

ICBHS will discuss and obtain input on the utilization of MHSA funds with our key stakeholders and partners in

our quarterly Quality Improvement Committee (QIC) meetings, our MHSA consumer meetings, and monthly **Behavioral Health Advisory Board meetings.**

As part of our monthly Advisory Board meetings, Deputy Director and Program Supervisors will inform Behavioral Health Advisory Board and participants of each of the programs' statistics and accomplishments. We will discuss ongoing challenges and potential solutions, including the following:

- Capacity and staffing issues,
- Crisis response and how to partner with law enforcement and emergency departments
- Access issues for clients who live in remote parts of the County,
- Transportation barriers for clients needing transport to the Crisis Stabilization Unit or a psychiatric hospital,
- Homelessness and lack of affordable housing,
- Community-based solutions for mentally ill and/or substance-involved clients who are chronically incarcerated and/or presenting in the emergency departments
- Mental health awareness and stigma within the community.

Ideally, the Community Planning Process occurs on an ongoing basis in response to needs and outcomes that are data-driven. In keeping with MHSA principles and the California Codes that inform MHSA services, services are community-based, needs based, family driven, and outcomes driven. In service of making services relevant, we will be asking clients for feedback on an ongoing basis via surveys and questionnaires.

The draft of the three-year workplan for 2022-2025 is shared with Inyo County's Health and Human Services leadership team from Child Welfare Services, Prevention, Eligibility, Public Health, and the administration. It is shared with the Behavioral Health Division staff and Substance Use Disorders program staff and is made available on Inyo County's website. To maximize resources, Inyo County has historically partnered with Mono, Alpine, and Kern Counties to ensure that we are not duplicating services and are instead combining resources and identifying gaps.

## **What are the service components of the Mental Health Services Act?**

Components addressed by the planning process included Community Services and Supports (CSS) "Community Services & Support (CSS) is the largest component of the MHSA. CSS provides direct services to individuals with severe mental illness using a client-centered, wellness, and recovery-focused approach, including housing," (Mental Health Services Oversight and Accountability -(MHSOAC)

**Full Services Partnership (FSP)** – Clients and providers identify strengths and needs for clients and provide a full spectrum of services to optimize potential for achieving mental, physical, and spiritual well-being.

**Prevention and Early Intervention (PEI)** – "The goal of the Prevention & Early Intervention (PEI) component of the MHSA is to help counties prevent negative outcomes by intervening early in the onset of mental health needs with timely access to services and support. The MHSA requires collaboration with consumers and family members in the development of PEI projects and programs.," (MHSOAC).

**Innovation (INN)**- The MHSA's Innovation component aims to explore and develop new mental health models that improve the quality of services, promote collaboration, and increase access to services. Counties propose



Innovation plans to the Commission, which selects candidates for funding.

**Workforce Education and Training (WET)** - The Workforce Education & Training component supports the building of diverse mental healthcare workforces to include the viewpoints and expertise of clients and their families/caregivers and provide services that are linguistically and culturally competent.

**Capital Facilities and Technologies Needs (CFTN)** - The Capital Facilities & Technological Needs (CFTN) component supports the development of facilities and technologies used for administrative services or delivery of mental health services. Counties may use these funds to underwrite peer-support and consumer-run facilities, develop community-based settings, and build technological systems to deliver services.

The MHSA FY 2022-2025 Three-Year Plan was developed and approved by the Behavioral Health Advisory Board after reviewing data on our current programs; analyzing community needs based on stakeholder input; and determining the most effective way to further meet the needs of our unserved/underserved populations. In addition, the MHSA FY 2022-2023 Three-Year Plan was shared at staff meetings and at wellness center stakeholder meetings to obtain additional input and feedback on services. All stakeholder groups are in full support of this MHSA Three-Year Plan and the strategies to maintain services.

**Stakeholder Participation –**

Coordination with Local and Regional Organizations (specifying number of stakeholder meetings and stakeholders present)

**2023-24 Stakeholder, Community Partner, and Consumer meetings**

Coordination with Local and Regional Organizations (specifying number of stakeholder meetings and stakeholders present)

**2022-23 Ongoing CPP Meetings:**

- Weekly: Jail MDT meetings – Behavioral health, SUD program staff, Jail nurse, re-entry staff, probation – Purpose: case planning and access to Wellness Center and progress House Programs
- Monthly Meetings with NIHD ER nurse managers to monitor crisis response and amend crisis response protocols as needed. Monitor number of clients who present in the ER due to drug-induced psychosis as opposed to chronic mental illness.
- Monthly: Behavioral health Advisory Board Meetings – Agenda items include public comment and addition of suggestions for improvements in services including MHSA CSS at the Wellness Centers  
Northern Inyo Hospital Emergency Room staff to determine data on psychiatric emergencies, follow-up care, 5150 hospitalizations, and substance-related emergencies. Coordination of care and access to Wellness Center and Progress House programs.
- Quarterly Community Collaborative meetings  
Purpose: Case management and triage for incarcerated clients and the need for pre-emptive crisis response to keep mentally ill individuals out of jail and in treatment; best practices for re-entry and case planning for severely mentally ill incarcerates.

**CPP Meetings 2022**

- 04/04/22: Meeting with Inyo County Probation – six participants  
Purpose: Determine percentages of justice-involved clients who are mentally ill and/or substance involved and who have been repeatedly incarcerated due to crimes committed while experiencing episodic psychosis

- 04/08/22: Meeting with Bishop Police chief – Deputy Director Pier and Chief Standridge  
 Purpose: Discussion about why ICBHS does not respond to crisis in the field and the need for law enforcement to have support from trained crisis intervention personnel. Develop protocol for coordinated response. Transportation barriers in getting clients to a PHF or CSU. Education for community members and staff in Mental Health First Aid, ASIST, and CIT.
- 04/21/22 Meeting with Bishop Paiute Police Chief – Deputy Director Pier and Police Chief Julian  
 Purpose: Determine how to collaborate with ICBHS on responding to crises and the need for mobile outreach for indigenous people on the reservations.
- 06/01/22 Meeting with Toiyabe Family Services – Deputy Director Pier, Director Michelle Saenz  
 Purpose: Identify needs for crisis response and capacity for responding to the ER  
 Need for mobile response in the field, especially on the reservations
- 06/10/22 Summit Meeting – 28 participants (probation, Law enforcement, Inyo Superior Court, behavioral health, DA’s office  
 Purpose: Coordination of a system of care for justice-involved individuals for whom “mental health diversion” may be appropriate and which can be defined as “mental health diversion” according to the CDSH definitions and guidelines  
 a.) What is a “system of care,” and how does Inyo County BHS and SUD programs coordinate with probation, jail staff, law enforcement, the courts, Toiyabe Family Services, and medical providers to ensure a “no wrong door” approach to treatment?  
 b.) How to coordinate crisis response and intervention without putting undue strain on law enforcement, emergency room staff, and on-call staff.
- 06/23/22 CCMU Learning Collaborative  
 Purpose: Adding peers to CCMU grant – Training peers and Promotores in ASIST, MH First Aid to support law enforcement and staff CCMU
- 07/25/22 Community Needs Assessment Meeting with Northern Inyo Hospital  
 Attendees: Jennalyn, Outreach, Allison Partridge, Chief Nursing Officer, Topah, NIH Board Member, Joseph Herman, CEO Toiyabe, Mary May, NIH Board member, Kelli Davis, CEO NIHD, Dan David, Outpatient Coordinator  
 Purpose:
  1. How to better provide follow up after ER visit for substance involved individuals and individuals with mental illness.
  2. Linking MAT patients with IOP groups at Inyo County by designating one of our SUD staff as a liaison to coordinate with NIH bridge navigator.
  3. Establishing regular meetings between NIH ED staff and ICBHS to build the continuum of care and the capacity to better understand the individuals we serve.
  4. Develop data driven, outcomes driven services
- 08/09/22 CCMU Planning Meeting – Health Management

Purpose:	<p>Structuring the Action Plan</p> <ol style="list-style-type: none"> <li>1. Mission statement</li> <li>2. Values statement</li> <li>3. Program Rationale</li> <li>4. Detailed Implementation plan</li> <li>5. Goals based on SMART <ol style="list-style-type: none"> <li>a. Specific</li> <li>b. Measurable</li> <li>c. Attainable</li> <li>d. Relevant</li> <li>e. Timely</li> </ol> </li> <li>6. Dissemination Plan</li> </ol>
08/11/22	<p>NIHD Collaboration Meeting</p> <p>Attendees: Dan David, Catie Grisham, Hallie Vickers, Arlene Brown, Heather Edwall, Melanie Fox</p>
Purpose:	<p>Continue conversation and solutions for creating an MOU between ICBHS and NIH to better coordinate outpatient care for MAT patients</p> <p>NIHD would like an SUD counselor to be on their campus one day or a half-day during the week to work with the Bridge Navigator</p> <p>Need to meet the needs of Spanish-speaking clients – perhaps having Jean Sprague provide the outreach and engagement at NIH for BH/SUD services?</p>
08/16/22	<p>Virtual meeting with Alma Esquivel with Vision y Compromiso</p>
Purpose:	<p>Exploring Promotora training for Inyo County to build capacity to respond to crises in partnership with law enforcement and ICBHS and to better serve Spanish-speaking clients. Alma will provide a proposal for training and attend a QII meeting for questions and answers on why and how Promotores can be valuable for Inyo County.</p>
08/17/22	<p>CBHDA Rural and Frontier Counties virtual meeting</p>
Purpose:	<p>How Rural and Frontier counties are managing the challenge of crisis response with the growing need and understaffing</p> <p>Santa Barbara County: Telephone triage and crisis response teams, utilizing paraprofessionals (peer support staff, peer partners or promotores)</p> <p>Amador County: Exploring risks of responding to homes, sustainability challenges of 24/7 response with fewer staff</p> <p>Mariposa County: working in partnership w/ LE but very challenged by understaffing</p> <p>San Bernardino County: Using data from crisis calls to determine need for types of crisis response</p> <p>Colusa County: Training peer support staff in crisis response</p>

Del Norte: Problems with burnout and being unable to recruit staff due to demands of 24/7 response – Identifying access points in the County where individuals can access crisis services

09/06/22 Bishop PD – Collaboration with Behavioral Health  
Purpose: Barriers to crisis response as a coordinated team (LE and BH) and conditions under which Bishop PD does “welfare checks”  
Attendees: Chief Standridge, Lt. Josh Ellsworth

Bishop PD will not respond to requests for welfare checks when:

- Individual has a known history of violence
- History of threats to others and who are living alone
- Have weapons in the home

Bishop PD will respond when:

- Individuals ask for help
- Say they need and want to go to the ER
- Have children in the house

### **CPP Meetings 2023**

01/09/23: Meeting with Inyo County Probation – six participants  
Purpose: Determine percentages of justice-involved clients who are mentally ill and/or substance involved and who have been repeatedly incarcerated due to crimes committed while experiencing episodic psychosis- Pre-emptive planning for housing and Full Services Partnerships to provide comprehensive CoC scope of services

01/18/2023 Meeting with Inyo County Counsel, Public Guardians, Inyo County Court, and Inyo County Jail nurse.  
Purpose: Discuss alternatives to incarceration for justice-involved individuals who are severely mentally ill and substance involved.

02/02/23 Meeting with NIH ED staff and Administration  
Purpose: Develop improved protocols for follow-up on patients who present in the ED with substance related problems and sustainable solutions for supported care and housing for individuals who present multiple times in the ED with severe psychiatric symptoms.

02/10/23 Meeting with Mono County Behavioral Health Director  
Purpose: Discuss needs for mentally ill and unhoused individuals in Mono County and proposed solutions for housing for individuals in Mono and Inyo Counties.

02/03/15 Summit Meeting – Coordination of Care  
Purpose: Coordination of a system of care for justice-involved individuals for whom “mental health

diversion” may be appropriate and which can be defined as “mental health diversion” according to the CDSH definitions and guidelines

- c.) What is a “system of care,” and how does Inyo County BHS and SUD programs coordinate with probation, jail staff, law enforcement, the courts, Toiyabe Family Services, and medical providers to ensure a “no wrong door” approach to treatment?
- d.) How to coordinate crisis response and intervention without putting undue strain on law enforcement, emergency room staff, and on-call staff.

02/28/23      CBHDA Rural and Frontier Counties Workgroup  
Purpose:      Realities of implementation of CARE Court and CCMU – Realities of housing infrastructure and staffing for these mandated projects. Proposed solutions and scaling for rural and frontier counties

03/07/23      Wellness Center Bishop – MHSA Planning for CSS programming  
Purpose:      Tracking system for clients who utilize services such as showers, laundry, meals and a tracking system for clients who want to participate in groups and case management services. Identifying specific needs for group such that groups are client-driven and outcomes driven.

03/16/23      Inyo-Mono Counties – CAC meeting with Anthem Blue Cross with local health departments, CBO’s and consumers to discuss needs and gaps in services to create a Continuum of Care as CalAIM is implemented.

03/29/23      Inyo County Court, Inyo County Sheriff, Bishop PD  
Purpose:      Discuss protocols and sustainable solutions for justice-involved individuals who are incarcerated and mentally ill. Discuss how CARE Court can be implemented in Inyo County given lack of infrastructure and community commitment to creating housing. Addressing the realities of understaffing in law enforcement and behavioral health and the lack of a reliable system for placing individuals in the appropriate facilities.

04/14/23      Behavioral Health Challenges meeting with Inyo County Superior Court Judge, Inyo County DA’s office, Inyo County Counsel, HHS leadership and Behavioral Health Deputy Director  
Purpose:      Continue conversation to develop protocols for incarcerated severely mentally ill individuals who meet criteria for grave disability but for whom there are no secure housing solutions within Inyo County. Discussion of CARE Court initiative and the need for investment in secure and/or supervised housing and plan for CoC that includes telepsychiatry, medication monitoring, psychotherapy, group support, recovery services, and other community-based services.

NIHD would like an SUD counselor to be on their campus one day or a half-day during the week to work with the Bridge Navigator

Need to meet the needs of Spanish-speaking clients – perhaps having Jean Sprague provide the outreach and engagement at NIH for BH/SUD services?

08/16/22 Virtual meeting with Alma Esquivel with Vision y Compromiso  
Purpose: Exploring Promotora training for Inyo County to build capacity to respond to crises in partnership with law enforcement and ICBHS and to better serve Spanish-speaking clients. Alma will provide and proposal for training and attend a QII meeting for questions and answers on why and how Promotores can be valuable for Inyo County.

08/17/22 CBHDA Rural and Frontier Counties virtual meeting  
Purpose: How Rural and Frontier counties are managing the challenge of crisis response with the growing need and understaffing  
Santa Barbara County: Telephone triage and crisis response teams, utilizing paraprofessionals (peer support staff, peer partners or promotores)  
Amador County: Exploring risks of responding to homes, sustainability challenges of 24/7 response with fewer staff  
Mariposa County: working in partnership w/ LE but very challenged by understaffing  
San Bernardino County: Using data from crisis calls to determine need for types of crisis response  
Colusa County: Training peer support staff in crisis response  
Del Norte: Problems with burnout and being unable to recruit staff due to demands of 24/7 response – Identifying access points in the County where individuals can access crisis services

09/06/22 Bishop PD – Collaboration with Behavioral Health  
Purpose: Barriers to crisis response as a coordinated team (LE and BH) and conditions under which Bishop PD does “welfare checks”  
Attendees: Chief Standridge, Lt. Josh Ellsworth

Bishop PD will not respond to requests for welfare checks when:

- Individual has a known history of violence
- History of threats to others and who are living alone
- Have weapons in the home

Bishop PD will respond when:

- Individuals ask for help
- Say they need and want to go to the ER
- Have children in the house

Bishop PD would like to be able to contact an on-call clinician to consult with when they are managing a person who is experiencing a psychiatric emergency. Bishop PD is invested in training officers in POST CIT but none are available. We would like to work together towards a MOST model in Inyo and to have BH and PD partner in crisis response as we implement CCMU

## **Challenges or barriers ICBHS has encountered in our planning processes and the resolutions to overcoming these barriers:**

It is challenging to engage community partners primarily because most feel there are no clear solutions to the main issues identified in surveys. Many first responders including law enforcement, emergency room staff, probation officers, child protective services social workers, behavioral health staff, and substance use disorders staff are experiencing varying degrees of post-secondary trauma or “compassion fatigue,” as defined by Charles Figley, in his 1995 book, and Ron M. Walls, M.D. (2018). Many express frustration that no clear solutions exist in Inyo County for the escalating need for behavioral health and crisis services, often complicated by substance-related problems such as brain injury and chronic health problems. Stakeholder and partners correctly identify that we have very few resources to meet a significant need and no real or sustainable solutions available in the near future for such issues as housing for people without shelter, availability of secure supervised living for severely mentally ill and/or substance-involved consumers, and lack of availability of adolescent or adult residential treatment for substance use disorders.

Several different stakeholders were involved in the CPP process and input was obtained through a variety of ways including stakeholder focus groups, surveys, key informant interviews and partner meetings. Input was obtained from clients who utilize services at the Wellness Centers, including the homeless population. The Wellness Centers are consumer-run programs where adults come together, facilitate classes, attend activities, and had formal meetings at least once per month until the enforcement of COVID restrictions in March of 2020 until February of 2022.

When Wellness Centers were open again, surveys were distributed to consumers however, the number of respondents were not sufficient to determine needs and gaps. The Community Needs Assessment surveys from consumers in general were sufficient to determine needs and gaps.

### **Information was obtained in the following ways:**

In May of 2022, we distributed a Community Needs Assessment survey made available electronically or in hard copy in English and Spanish. We collected surveys over a period of three months, the results of which were shared with stakeholders and with the Behavioral Health Advisory Board members at the October meeting. We also distributed Performance Outcomes and Quality Improvement (POQI) surveys to clients which are intended to measure satisfaction with mental health services and to identify needs.

### Outcomes of Community Needs Assessments:

Inyo County Behavioral Health Services distributed Community Needs Assessment (CNA) surveys in English and Spanish to community partners, consumers and stakeholders.

### **The results of the CNA surveys indicated that:**

- 1.) 77% of respondents would be more likely to seek support and care from family members than from, friends or from a therapist or a school counselor or clergy.<sup>3</sup>

---

<sup>3</sup> See Attachment A – Community Needs Assessment Summary – July 2022



**Why this is significant:** If community members are in distress and they would prefer to seek support and help from a family member, it suggests that we need to provide training in basic suicide awareness, skills for prevention, and education as to resources in Inyo County. It also suggests that we need to provide services that involve family members.

**How MHSA services can meet this need:**

- Offering Mental health First Aid and ASIST training to community partners, consumers and their families, and stakeholders
- Full services partnerships – comprehensive services for consumers and their families or legal guardians

2.) 64% of respondents reported that Alcoholism and drug addiction is Inyo County’s biggest problem.

**Why this is significant:** A disproportionate number of individuals struggling with addiction are BIPOC (indigenous people and people of color).

**How MHSA services can meet these needs:**

- Partnering and cross-referrals with Toiyabe Family Services to increase our capacity for outpatient recovery services
- Educating staff and community members in trauma as it relates to family events, discrimination and its effects on our BIPOC population.
- Improving on re-entry planning for incarcerated individuals including engagement in Wellness Center services and groups, full services partnerships, and linkage with appropriate resources

3.) 53% of respondents report that Trauma is Inyo County’s third most significant problem - chronic or terminal illness, death, divorce, mental illness, followed by lack of access to housing (53%), Trauma related to discrimination (racial and historical trauma or immigration trauma (46%), and lack of resources (42%)

**Why this is significant:** Our community is aware of trauma and that trauma is a root cause of mental illness, alcoholism, and drug addiction particularly for indigenous and LatinX community members. Homelessness and mental illness are strongly correlated.

**How MHSA Services can meet those needs:**

- Funding to educate staff, stakeholders, community members, and community partners on racial and historical trauma and provide access to trainings and learning materials
- Continue to use Prevention and Early Intervention funding to provide therapeutic and case management services in schools, to elder community members, and to young adults experiencing First Episode Psychosis.
- Continue to implement Trauma Informed Care (TIC) and extend its core principles out into the community.
- Use CSS funding to continue providing welcoming and culturally relevant groups at the Wellness

## Centers

**School Mental Health and Early Intervention Services:** While Behavioral Health provides services in each of the schools within the county, the services focus on youth with severe emotional disturbance and their families. School partners have long expressed a need for early intervention services to fill a gap between the support that can be provided by the school counselors and those services provided by Behavioral Health. While services were provided for several years through statewide PEI funds used to support North Star Counseling Services, there was a need expressed to restructure these services and to work to increase mental health awareness and reduce stigma. Two key informant interviews occurred with the Superintendent of Schools and two interviews occurred with four school counselors. Counseling services were identified as well as the need for training around suicide prevention, LGBTQ issues, and stigma reduction. In addition to these interviews, a survey was sent to schoolteachers and administrators.

The CPP also included input from ongoing child and adult staff meetings in behavioral health services as well as multidisciplinary partner meetings. The multiple agencies involved with children's services includes Child Welfare, Juvenile Probation, Toiyabe Family Services, and the schools. The multiple agencies involved with adult services includes Adult Protective Services, Employment and Eligibility, Probation, Law Enforcement and the hospitals.

## LOCAL REVIEW PROCESS

### **30-Day Posting Period and Circulation Methods**

This proposed MHSA FY 2023-2025 Three-Year Plan was posted for a 30-day public review and comment period from July 3, 2023 – August 3, 2023. An electronic copy is available online on the Inyo County website (<http://www.inyocounty.us/MHSA>). Hard copies of the document are available in the Bishop Behavioral Health Clinic; Bishop Social Services office; Health and Human Services Administrative office; Health and Human Services, Lone Pine office; and at all county libraries, including the Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Shoshone branches. In addition, a hard copy of the proposed Three-Year Plan has been distributed to all members of the Behavioral Health Advisory Board; consumer groups; staff; Wellness Centers (Bishop and Lone Pine); and partner agencies. The MHSA FY 2022-2025 Three-Year Plan is also available to stakeholders upon request.

### **Public Hearing Information**

A public hearing will be conducted on August 9, 2023 at 2:30 p.m. at 1360 N. Main St – Rm 103., Bishop California, 93514 as a special meeting of the Behavioral Health Advisory Board meeting.

### **Substantive Recommendations and Changes**

Input on the MHSA FY 2023-2026 Three-Year Plan will be reviewed prior to submitting to the County Board of Supervisors and the California Mental Health Services Oversight and Accountability Commission (MHSOAC). Substantive changes will be submitted prior to Board approval.

# COMMUNITY SERVICES AND SUPPORTS

## All Ages/Populations

### Community Services and Support (CSS) Program Description and Outcomes

#### REFERENCES:

CA WIC Division 5, Chapter 1, Sections 5600-5610

9 CCR 3620.05

9 CCR 3200.140

#### POLICY

Inyo County Behavioral Health Services recognizes and abides by WIC Division 5, Community Mental Health Services, Chapter 1. Section 5600-5610, and 9 CCR 3620.05, as follows:

(a) Mental illnesses are extremely common; they affect almost every family in California. They affect people from every background and occur at any age. In any year, between 5% and 7% of adults have a serious mental illness as do a similar percentage of children — between 5% and 9%. Therefore, more than two million children, adults and seniors in California are affected by a potentially disabling mental illness every year. People who become disabled by mental illness deserve the same guarantee of care already extended to those who face other kinds of disabilities.

(b) Failure to provide timely treatment can destroy individuals and families. No parent should have to give up custody of a child and no adult or senior should have to become disabled or homeless to get mental health services as too often happens now. No individual or family should have to suffer inadequate or insufficient treatment due to language or cultural barriers to care. Lives can be devastated, and families can be financially ruined by the costs of care. Yet, for too many Californians with mental illness, the mental health services and supports they need remain fragmented, disconnected and often inadequate, frustrating the opportunity for recovery.

(c) Untreated mental illness is the leading cause of disability and suicide and imposes high costs on state and local government. Many people left untreated or with insufficient care see their mental illness worsen. Children left untreated often become unable to learn or participate in a normal school environment. Adults lose their ability to work and be independent; many become homeless and are subject to frequent hospitalizations or jail. State and county governments are forced to pay billions of dollars each year in emergency medical care, long-term nursing home care, unemployment, housing, and law enforcement, including juvenile justice, jail and prison costs.

(d) In a cost cutting move 30 years ago, California drastically cut back its services in state hospitals for people with severe mental illness. Thousands ended up on the streets homeless and incapable of caring for themselves. Today thousands of suffering people remain on our streets because they are afflicted with untreated severe mental illness. We can and should offer these people the care they need to lead more productive lives.

(e) With effective treatment and support, recovery from mental illness is feasible for most people. The State of California has developed effective models of providing services to children, adults and seniors with serious

mental illness. A recent innovative approach, begun under Assembly Bill 34 in 1999, was recognized in 2003 as a model program by the President’s Commission on Mental Health. This program combines prevention services with a full range of integrated services to treat the whole person, with the goal of self-sufficiency for those who may have otherwise faced homelessness or dependence on the state for years to come. Other innovations address services to other underserved populations such as traumatized youth and isolated seniors. These successful programs, including prevention, emphasize client-centered, family focused and community-based services that are culturally and linguistically competent and are provided in an integrated services system.

(f) By expanding programs that have demonstrated their effectiveness, California can save lives and money. Early diagnosis and adequate treatment provided in an integrated service system is very effective; and by preventing disability, it also saves money. Cutting mental health services wastes lives and costs more. California can do a better job saving lives and saving money by making a firm commitment to providing timely, adequate mental health services.

(g) To provide an equitable way to fund these expanded services while protecting other vital state services from being cut, very high-income individuals should pay an additional one percent of that portion of their annual income that exceeds one million dollars (\$1,000,000). About 1/10 of one percent of Californians have incomes in excess of one million dollars (\$1,000,000). They have an average pre-tax income of nearly five million dollars (\$5,000,000). The additional tax paid pursuant to this represents only a small fraction of the amount of tax reduction they are realizing through recent changes in the federal income tax law and only a small portion of what they save on property taxes by living in California as compared to the property taxes they would be paying on multi-million-dollar homes in other states.

**9 CCR, Section 3200.080:** “Community Services and Supports (CSS) is the section of the Three-Year Program and Expenditure Plans that refers to service delivery systems for mental health services and supports for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and Institutions Code sections 5800 et. seq. (Adult and Older Adult Systems of Care) and 5850 et. seq. (Children's System of Care).

**9 CCR Section 3200.140: “Full Service Partnership Service Category”** means the service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plans, under which the County, in collaboration with the client, and when appropriate the client's family, plans for and provides the full spectrum of community services so that children and youth, transition age youth, adults and older adults can achieve the identified goals.

The Full Services Partnership component of the Mental Health Services Act offers clients the best opportunity to restore and sustain full functioning in seven life-domains identified in CalAIM goals to implement a “whole person care approach,” that encompasses physical, behavioral, developmental, dental, and, and long-term care needs.

Contact data is entered into BHIS by MHSA staff. Data is submitted to DHCS within 90 days of collection as required by section 9 CCR 3530.30.

## PROCEDURES

---

**Referral:** The Full Services Partnership (FSP) referrals may come from multiple sources including hospitals

2022-25 MHSA Three-Year Plan

2022-23 Annual update

where patients may be frequent visitors to the Inyo County emergency departments as a result of chronic mental illness and co-occurring substance use disorders, Inyo County’s Wellness Centers, Inyo County’s probation department, local high schools, Inyo County’s child welfare system or FIRST program, or other community-based agency. The “No Wrong Door,” approach (DHCS BHIN 22-011) which advances the CalAIM initiative to ensure outreach and engagement at all levels of the physical health, social services, educational, and justice systems is integral to identifying for the FSP program.

9 CCR Section 3620.05

**Full Services partnership Admission Criteria:**

(a) Individuals selected for participation in the Full-Service Partnership Service Category must meet the eligibility criteria in Welfare and Institutions Code (WIC) Section WIC Section 5600.3(a) for children and youth, WIC Section 5600.3(b) for adults and older adults or WIC Section 5600.3(c) for adults and older adults at risk.

(b) Transition age youth, in addition to (a) above, must meet the criteria below.

**(1) They are unserved or underserved and one of the following:**

- (A) Homeless or at risk of being homeless.
- (B) Aging out of the child and youth mental health system.
- (C) Aging out of the child welfare systems
- (D) Aging out of the juvenile justice system.
- (E) Involved in the criminal justice system.
- (F) At risk of involuntary hospitalization or institutionalization.
- (G) Have experienced a first episode of serious mental illness.

(c) Adults, in addition to (a) above, must meet the criteria in either (1) or (2) below.

**(1) They are unserved and one of the following:**

- (A) Homeless or at risk of becoming homeless.
- (B) Involved in the criminal justice system.
- (C) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment, or

**(2) They are underserved and at risk of one of the following:**

- (A) Homelessness.
- (B) Involvement in the criminal justice system.
- (C) Institutionalization.
- (d) Older adults, in addition to (a) above, must meet the criteria in either (1) or (2) below:

**(1) They are unserved and one of the following:**

- (A) Experiencing a reduction in personal and/or community functioning.
- (B) Homeless.

- (C) At risk of becoming homeless.
- (D) At risk of becoming institutionalized.
- (E) At risk of out-of-home care.
- (F) At risk of becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.

**(2) They are underserved and at risk of one of the following:**

- (A) Homelessness.
- (B) Institutionalization.
- (C) Nursing home or out-of-home care.
- (D) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.
- (E) Involvement in the criminal justice system.

(e) This section shall not prevent the County from providing services to clients with co-occurring conditions, including substance abuse, physical conditions/disorders, and/or developmental disorders/disabilities.

**When clients meet criteria for FSP, the following procedures apply:**

- 1.) Referral source will contact the Inyo County MHSA Coordinator and link clients for an intake appointment to discuss specific needs for immediate and long-term assistance with housing, food, educational assistance, medical and dental needs, transportation, and family support needs;
- 2.) MHSA Coordinator will assign a case manager or Peer Support Staff to link clients with behavioral health, SUD, and physical health services;
- 3.) Case coordinator will determine whether clients in need of housing are candidates for Progress House, Inyo County’s 24/7 residential facility for TAY and adults up to the age of 54.
- 4.) ICHHS-BH will designate a Health and Human Services (HHS) Specialist to be the Personal Service Coordinator (PSC)/Case Manager for each client, and when appropriate the client’s family, to be the single point of responsibility for that client/family. The designated PSC/Case Manager is responsible for developing an Individual Services and Supports Plan (ISSP) with the client and, when appropriate, the client’s family. ICHHS-BH will ensure the PSC/Case Manager is culturally and linguistically competent or, at a minimum, is educated and trained in linguistic and cultural competence and has knowledge of available resources within the client/family’s racial/ethnic community.
- 5.) The MHSA staff in the role of the PSC or the other qualified individuals known to the person/family working with MHSA will be available to respond 24 hours a day, 7 days a week to provide after hour intervention. A log of MHSA after hours contact is recorded by Progress House staff screening the calls after hours and reviewed by the MHSA team.
- 6.) Persons admitted to ICHHS-BH and meet medical necessity for Medi-Cal Specialty Mental Health Services will be reviewed in accordance with authorization cycles and at a minimum have an annual review. MHSA goals will undergo ongoing review as the person completes goals and supportive needs change.

**Case Planning and Outcomes**

In keeping with MHSA precepts, services are client driven, family driven, needs driven and outcomes driven.

- 1.) Assessments are completed using the strengths-based tools and the five life domains according to the CalAIM documentation guidelines set forth in DHCS BHIN 22-019 to determine strengths and needs
- 2.) ICC or Intensive Care Coordination: A comprehensive ISSP (integrated Services and Supports Plan) will be developed by the client’s identified treatment team which may include a physical health provider, a behavioral health provider, a psychiatrist, a behavioral health nurse, a case manager or peer support person, family members, SUD counselor, and spiritual advisors a to address needs in each of the life domains.
- 3.) Progress in each goal will be monitored on a weekly or bi-weekly basis using self-report questionnaires and the Stages of Change model to assist in monitoring treatment and modifying if necessary. Progress notes will follow standard accepted guidelines set forth in DHCS BHIN 22-019.
- 4.) When the client and the treatment team determine that the client’s goals have been met, the client will be graduated out of Full Services Partnership and may choose to step down to case management or maintenance care with behavioral health and SUD providers.

## COMMUNITY SERVICES AND SUPPORT PROGRAMMING

### Annual Projected Total expenditures FY 2023/24:

**\$ 2,137,264.00**

The MHSA CSS programs provide services to all ages [children (ages 0- 17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities.

The strategies are part of the larger system/continuum of care now implemented as part of CalAIM (California Advancing and Innovating Medi-Cal). The mental Health Services Act’s core principles and regulations are similar in that a “whatever it takes” service approach applies under both programs to meet client and family needs. This approach has allowed us the transformative flexibility to meet our clients where they are in terms of life-domain functioning and needs for strengthening and building upon natural supports. Services for all populations are intended to acknowledge that anyone can experience compromised ability to function at their best, and that our ability to partner with other agencies and to include natural supports in case planning will yield optimal outcomes. These services emphasize the principles of empowerment, self-determination, wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families.

Inyo County Behavioral Health services prioritizes meeting clients’ needs in a timely and culturally aware manner. We recognize that some of our community members do not experience themselves as “mentally ill,” and that we can best serve them by including them in Wellness Center groups where they may participate in groups and services according to their particular needs. To ensure easy access, our Wellness Centers are centrally located and easy to find. We offer Bilingual case management services via the language line or when we have Bilingual staff available.

### CSS Programs:

- 1.) **Full Services Partnerships** - Includes comprehensive behavioral health and substance abuse assessments, wellness and recovery action planning, case management services, individual and group mental health services;



crisis services, peer-led self-help/support groups, education and employment support, education and awareness around stigma associated with mental illness, linkage with primary care providers, and housing support and assistance.

The Full Services Partnership provides crisis respite and housing for TAY (Transitional Age Youth aged 18-25) experiencing FEP (first episode psychosis), which is in fidelity to our MHSA model, and the UC Davis Core Practice Model for early intervention and treatment. We will continue to purchase four (4) beds at Progress House, an Adult Residential Facility for individuals with severe mental illness who are transitioning out of acute care, incarceration, and for individuals experiencing homelessness.

We have provided transition services for four transition age youth/young adults with severe mental illness who had spent time incarcerated in our local jail and have spent time in homelessness. In addition, we have served persons who are living within the community who need a respite due to a mental health crisis. We have been able to keep persons within our community and to assist them to successfully transition back into the community through this strategy. We have provided respite services for at least 15 adults. In addition to mental illness, many of the persons served in this way have evidenced co-occurring addiction issues, may have been veterans or at least spent some time in the military, and/or may have had experienced significant adverse childhood events.

This year, we focused on work/volunteer experience to increase transition readiness. We continued to offer work experience in the provision of reception services at the wellness center sites. At least five persons participated in this work experience. We worked with our partners in the HHS Prevention programs to identify events that needed some volunteer assistance including health fairs, community runs and other community events. In addition, we looked at ways to employ peers to support improvement projects at Progress House and to accompany residents on medical visits. We continue to look for ways to increase the effectiveness of this strategy through the implementation of recovery principles.

We are proposing to expand this strategy in the next three years through a combination of funds, including funds received under the Mental Health Block Grant (MHBG) as well as MHSA funds. We will use a social worker working out of the Employment and Eligibility division to assist with these services. The social worker will educate persons who receive social security benefits or general assistance about the opportunities to be involved in work experience. He will identify ways to assist with minimizing the impact of symptoms by helping to identify strengths, best work environments, and need for accommodation. He will also provide support for employees and education of employers. He will also make consumers aware of housing opportunities and will assist in identifying resources to aid in obtaining a stable living environment.

## Full Services Partnership

### Projected budget:

- **Cost per client in FSP (Included in total CSS budget):**
- **\$3,500 per month**
- **We estimate serving twelve clients per month - \$42,000**
- **35% of \$2,137,264.00 (projected revenue) = \$748,042.00**
- **\$504,000 per year projected expenditure for FSP**

The following represents our persons served under CSS strategies:

### FSPs Ethnicity by Age Group

	<b>Youth (&lt;16 years)</b>	<b>TAY (16-25 years)</b>	<b>Adult (26-59 years)</b>	<b>Older Adult (&gt; 59 years)</b>	<b>Total</b>
<b>Caucasian</b>	1	5	18 (2 veterans)	11 (1 veteran)	35
<b>Native American</b>	0	0	2	0	2
<b>LatinX</b>	1	3	1	0	5
<b>Total</b>	2	8	21	11	42

Average Cost per FSP = \$23, 053.. It is a combination of intensive services that might include transitional living at Progress House, participation in the Wellness Center array of services, coordination with health care needs and a variety of “whatever it takes” to address behavioral health needs.

### Unduplicated Wellness Center Visitors by Age Group

	<b>Youth (&lt;16 years)</b>	<b>TAY (16-25 years)</b>	<b>Adult (26-59 years)</b>	<b>Older Adult (&gt; 59 years)</b>	<b>Total</b>
Bishop	4	33	161	56	254
Lone Pine	0	0	27	1	28

2.) **Wellness Centers:** Our Adult and Older Adult Wellness Centers (located in Bishop and Lone Pine) provide adults and older adults with meals, showers, laundry facilities, assistance with applications for CalFresh, housing assistance, social security disability, and Medi-Cal. domestic violence advocacy necessary services and supports in a welcoming environment.

Case management staff may assist clients experiencing violence in their homes through linkage with Wild Iris.

Clients who need assistance with employment may be linked with Job Spot, and clients who would like to explore educational opportunities may be linked with Cerro Coso College or opportunities for training in Peer Counseling through Inyo County Behavioral Health Services.

## UPDATES FOR FY 2022/23

**Wellness Center Groups are new additions for 2022-23 and statistical data for FY 2023 will capture the following metrics:**

- 1.) Groups will be based upon community needs and gaps as evidenced by Community Needs Assessment Surveys;
- 2.) Group will be time-limited to six months
- 3.) Participants will be asked to self-select into groups, each of which will be focused on an area of need such as how creative expression can help with anxiety, or how to enhance recovery through better nutrition.
- 4.) Participants will be asked to complete anonymous surveys at the end of the series and report on whether the group met their needs using a Likert scale
- 5.) Outcomes data will be utilized in planning future groups

Clients may also participate in planting and caretaking of the garden at the Wellness Center during the spring and summer months and will have opportunities to learn to cook with fresh vegetables and to participate in entering vegetables at the fair as part of community inclusion. Clients also take an active part in providing welcoming, sign in and phone support for the wellness center as well as providing help with cleaning and light maintenance. Our Wellness Center clients are able to earn incentive cards as well as to develop a sense of ownership and pride in the facility.

We moved to a new wellness center site in Lone Pine in late spring of 2017. The new property is a duplex in the center of the town and within walking distance to the main resources including social services, school sites, and hospital. We continue to offer cooking and showers as well as to have a slightly bigger group room capability.

### **WELLNESS CENTER – BISHOP**

The Wellness Centers Model that many counties in California have adopted follow the Mental Health Service's Acts core principles which are to make services needs driven, client-centered, strengths-based, and outcomes driven.

#### **The Wellness Centers model strives to:**

- 1.) De-stigmatize mental health conditions by being inclusive and respecting each client's experiences.
- 2.) Be strengths-based in its programs and services by offering an array of services where clients may learn basic life skills, creative expression, improving nutrition awareness, opportunities for recreation and outdoors activities;
- 3.) Build community by including clients in planning and developing groups, projects, and programs.
- 4.) Be client-driven such that clients are the main informants of needs and gaps in programs and services

5.) Create an environment of safety by creating and committing to expectations of non-violence and non-discrimination for staff and clients.

As a community center for the purposes of serving community members experiencing homelessness, mental health challenges, and substance use disorders, the Wellness Center provides case management, assistance with accessing recovery services, therapeutic interventions, healthcare, financial assistance, housing, and resources for employment or continuing education.

The Wellness Center provides showers and laundry facilities, and a place to socialize, enjoy breakfast or lunch, and participate in groups. During the summer, we have a garden where clients can learn to grow vegetables and bring them home or learn to cook with Wellness Center staff.

In keeping with the mission of being welcoming and safe for all community members, the Wellness Center prohibits the use of alcohol and drugs on the premises, and is a tobacco-free environment.

### **WELLNESS CENTER – LONE PINE**

The Wellness Center in Lone Pine provides case management, access to laundry facilities and assistance with accessing financial help, food, housing, and linkage to mental health services including medication management with a psychiatrist.

#### **Challenges and Mitigation Efforts**

We continue to adjust following the pandemic and within the last year, we have re-established services and groups, and have implemented a more structured way of tracking client services through the use of electronic sign-in pads and asking clients to sign up for groups.

Our focus is on building capacity to serve by engaging other community-based agencies, working more closely with Inyo County Jail to meet the needs of justice-involved individuals, and with probation and re-entry staff to determine placement and needs for those who are not able to live independently post-release, or who need a comprehensive case plan to optimize integration back into the community.

The Wellness Center and the Progress House may provide care post-release for individuals with mental illness and who are ready to commit to a recovery program.

#### **Older Adults**

We have a growing population of older adults (59+) with health concerns and mental illness in Inyo County. Many have co-occurring substance use disorders which impacts both and which may also compromise their ability to live independently. We work closely with our Ageing and Social Services Division to coordinate care and anticipate needs in terms of healthcare, In-Home Support Services (IHSS), medication compliance, and assistance with ADL's (Activities of Daily Living). We provide transportation for older adults to Senior Centers and Wellness Centers for meals, and groups, or to medical and mental health appointments, and we coordinate with Senior Services to ensure that we are addressing the needs of older adults who may be isolated and struggling with depression.

## **MHSA Supported Housing in anticipation of MHSA reallocation of funding FY 2024/25:**

- 1.) Stabilizing Community members as an alternative to hospitals and incarceration \$2,250,000
  - a.) Supported Housing (purchase of an existing structure like a motel or other structure that could be zoned for commercial use)
  - b.) Telepsychiatry
  - c.) Nursing
  - d.) Therapy
  - e.) Case management
  - f.) Residential caregivers 24/7
  - g.) Transportation
  - h.) Food
  - i.) Medication

## **PREVENTION AND EARLY INTERVENTION Prevention Programs**

### **ELDER OUTREACH**

To better serve Inyo County's older adult population, the Elder Outreach Program, our Prevention and Early Intervention (PEI) program is intended to serve at-risk seniors who are experiencing symptoms of depression, prescription drug abuse, isolation, and other conditions of concern for an ageing population. The Elder Outreach Program provides outreach and engagement, early mental health screening, and prevention services to older adults who had been receiving services in the community and through county resources.

This program also trains agency partners to recognize the signs and symptoms of mental illness in older adults.

The Elder Outreach Program funding provides for a behavioral health nurse for screening, referral, and linkage, to services that address medical and mental health needs. support services to prevent the exacerbation of mental health conditions. Prevention and Early Intervention services are voluntary and client-centered, strengths-based, integrating wellness and recovery principles that address both immediate and long-term needs.

The role of the Behavioral Health Nurse is first to provide the initial assessment to potential candidates for prevention services such as the Friendly Visitor Program or Healthy Ideas. A member of the Adult Services team will further involve the Behavioral Health Nurse when intervention may be warranted, especially if any

suicidal ideation is noted.

The Behavioral Health Nurse collaborates closely with other agencies that provide services to this population, including In-Home Supportive Services, Adult Protective Services, Eastern Sierra Area Agency on Aging, local physicians, Public Health, nursing homes, home health agencies, and the home delivery meals program. All agencies receive training to help them recognize signs and symptoms of mental illness in older adults.

The Behavioral Health Nurse also provides services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to a Friendly Visitor (see below) or to Behavioral Health for ongoing treatment, as appropriate.

In the past year, outreach visits were made to 48 older adults. This results in a cost of \$567.63 per individual. This strategy again targets the more isolated parts of the county. One Native American and one Hispanic older adult have been served with the remainder being Caucasian.

PEI funding also has allowed us to provide care coordination/case management as additional support to the Older Adult PEI program.

## **UPDATES FOR FY 2022-23**

### **Friendly Visitor (FV) Program**

- 1.) Outreach at Senior Centers – Bishop, Lone Pine, Tecopa**
  - a. Ask a Nurse – Two days per month**
  - b. Behavioral health and SUD program reps once a month**
- 2.) Transportation to Wellness Centers for groups**
- 3.) Home visits to bring food or groceries – bring pets,**
- 4.) Dog walking, outings to community events**
- 5.) Knowing what foods optimize health**

The FV program has been implemented to provide prevention services to isolated seniors who have evidenced symptoms of depression and are living alone in the community. We have funded two part-time Program Services Assistants, one in the northern part of the county and one in the southern part of the county. The meal delivery staff identify seniors who evidence symptoms of depression and/or anxiety and who might benefit from a visitor. The visitor, who may also be a senior, develops a plan with the senior to address the depression and prevent further exacerbation of symptoms.

The program has provided services to 17 seniors at a cost of approximately \$360.18. The average initial score on the PHQ9 was 11 with a range of 4 (very mild) to 23 (very severe) with four persons falling in this category. Five participants reported daily thoughts of “being better off dead”. A majority of the participants (>75%) reported moderate to severe pain symptoms. The categories where persons reported the most daily difficulty were in “feeling tired” and “trouble with sleep”. While there continue to be difficulty in obtaining “post” PHQ9s, participants surveyed report a high degree of satisfaction with the FV and a decrease in feelings of depression.

### **Challenges and Mitigation Efforts**

We continue to struggle with having adequate nursing coverage as well as experiencing other staff turnover in Adult Social Services and the Aging program. This staffing issue makes it difficult to implement evidence-based strategies with consistency. We also continue to struggle with challenges of finding appropriate transitional housing for older adults as they begin to evidence health challenges as well as mental illness. Moving forward, we will investigate the viability of using a regional approach to address residential or other housing needs. We also continue to educate the community around the need for a community system of care solution to address this need.

### **Significant Changes from Previous Fiscal Year**

During the next three-year plan, we propose to add a prevention strategy targeted to youth. Health and Human Services Public Health and Prevention Division has provided prevention services for youth using braided funding from substance use disorder funds, Tobacco Control funds, Women Infants Children (WIC) and various



Child Abuse prevention services. In the last year, the Prevention team has expanded its mentoring program as well its use of outdoor programs to build protective factors. This year, we are proposing to expand the outdoor program to include youth who have been exposed to a high number of Adverse Childhood Experiences (high ACES scores). The correlation between high ACES scores and mental health symptoms and risk for substance use disorders has been well-documented. The use of this strategy will be proposed for the FY 18/19 and 19/20 updates to the MHSA PEI Plan.

### **Annual Projected Cost for PEI/ Friendly Visitor, Elder Outreach**

**FY 2023/24 Annual projected budget      \$149,920**

### **Families Intensive Response Strengthening Team (FIRST)**

This year, we are proposing to identify additional youth in need of full-service partnership (FSP) within our FIRST program. As part of our overall ICHHS Children’s System of Care, the FIRST program employs a wraparound model in working with families with youth at risk of placement in a high level of out of home placement as well as families in need of intensive services as a means of building upon existing protective factors. Strengths- approaches consider several factors in developing a care plan;

- 1.) Developmental history including trauma and at which points in developments, trauma has occurred
- 2.) Functioning in life domains – We evaluate how well family members are able to manage the stressors of everyday life within family system. We look at functioning in the family in the domains of education, work, physical health, substance use, mental health history, and spiritual life.
- 3.) Existing resources or natural supports – What has worked for the family in terms of managing challenges, changes, and “big T traumas,,” and “little T traumas, which are better explained in the research into complex post-traumatic stress disorder and developmental trauma.
- 4.) Developing intervention strategies and measuring outcomes

FIRST utilizes a multi-disciplinary approach in developing a care plan which includes clinical staff, substance use disorders staff, child -protective services social workers, case managers, Parent Partners, healthcare providers, other advocates such as CASA’s or coaches, teachers, and spiritual mentors. We may include resources from the First Five program as well as other agencies to intensively support the families. As the result of this expansion, we have served families with younger children.

### **FY 2023/26 Annual Projected Cost for FIRST**

**\$300,000**

# PREVENTION AND EARLY INTERVENTION

## Early Intervention Programs for Youth

### UPDATES FOR FY 2022-23

#### **2023/26: Parent-Child Interaction Therapy (PCIT) Community Collaboration**

Our Child and Family Program Chief had been certified to offer Parent-Child Interaction Therapy (PCIT), an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children.

PCIT is a highly effective program and the families show improved outcomes because of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result of the program. We have served seven additional families with this intervention. The approximate cost per family served under PCIT is \$5731.

**FY 2023/24 Annual Projected Cost for PC Care \$10,000**

**Challenges and Mitigation Efforts**

A continuing barrier for Inyo County is the small number of staff and the issues caused when staff vacancies occur. In a small county, all vacancies have an impact on service delivery and strategy implementation.

We have addressed the need for school-based early intervention services through a contract with ICOE and Northstar Counseling Center. The contract provides for counseling services for children and teens who do not meet medical necessity criteria for services with Inyo County Behavioral Health where we serve children with severe mental health challenges. The contract provides for training for youth in Mental Health First Aid with the intention of developing a Youth Peer Support team.

## **PREVENTION AND EARLY INTERVENTION**

### **Suicide Prevention Programs**

#### PEI Suicide Prevention Program Description and Outcomes

- 1.) ASIST
- 2.) SafeTalk
- 3.) Know the Signs

ICHHS-BH has participated in funding statewide suicide prevention efforts through CalMHSA. In addition, our Program Chief who has expertise in suicide prevention and crisis intervention has provided crisis intervention training in the County jail, the Juvenile facility and with the schools as well as providing ongoing training to staff in behavioral health.

#### **Significant Changes from Previous Fiscal Year**

In this three-year plan, we will provide crisis de-escalation and suicide prevention training in the ASIST and SafeTalk models to community members, law enforcement, first responders, school counselors and staff, probation staff, SUD program staff, and case managers within the Division of Behavioral Health.

The first of these trainings occurred in November of 2022. We will offer both trainings annually in addition to other trainings intended to build the capacity in the communities of Inyo County to be “the helpers,” and to be available and able to assist those in need of support and crisis intervention.

**FY 2023/24 Annual Projected Budget      \$50,000**

## **PREVENTION AND EARLY INTERVENTION Stigma Reduction Programs**

PEI Stigma Reduction Program Objectives for 2022-2026

**NO UPDATES FOR FY 2022-23**

- 1.) JEDI Committee - monthly meetings**
- 2.) Community Collaborative meetings once per quarter**
- 3.) Trauma informed communities – Trauma Informed Care training required for all HHS staff**
- 4.) BIPOC Trainings – PESI Online trainings**

**PEI TOTAL EXPENDITURES FOR FY 2023**

**\$509,520.00**

**PEI TOTAL EXPENDITURES FOR FY 2021:**

**\$240,500.85**

## INNOVATIONS

### UPDATES FOR FY 2023

**Genesight Testing** – This proposed project would make Genesight testing available to jail inmates and to beneficiaries receiving outpatient psychiatric care.

**Purpose:** The purpose of Genesight testing would be to match genetic profiles and psychotropic medications to determine efficacy according to genetic profiles. This test would provide a more accurate way of identifying which medications are likely to be most effective in the treatment of symptoms of mental health disorders.

This may be particularly valuable in ensuring the medication will be safe and effective for clients who have been substance-involved for long periods of time. Test kits include cheek swabs, laboratory processing and comprehensive results.

**How it works:** The inside of the patient's cheek is swabbed by a behavioral health nurse, put into a sterile tube and sent to Genesight's lab to determine genetic profile and best genetic match for medications.

**Cost:** No cost for Medi-Cal beneficiaries or to individuals making less than \$14,000 per year.

# WORKFORCE EDUCATION AND TRAINING

WET Program – Training for FY 2023/2025

## NO UPDATES FOR FY 2022-23, 2023-24

1.) ASIST and Safetalk funded by WET	\$24,000
2.) Promotora Training for Inyo Community Members	\$20,000
3.) Polyvagal Theory and Clinical Applications	\$20,000
4.) EMDR/SE trauma training?	\$50,000
5.) BIPOC training	\$10,000
6.) PC Care	\$1,000

**Total Projected Expenditures** **\$125,000**

## Workforce Education and Training (WET) Coordination

When the original WET Plan was approved, ICHHS as a whole developed several contracts and strategies with various learning providers to deliver a broad range of trainings to benefit the workforce. In a small rural isolated community, offering training for community members to become Peer Support staff, Parent Partners (Promotores), and to provide basic crisis response makes sense. Training topics include a broad range of family engagement, child and family teaming, motivational interviewing, and delivering comprehensive services for promoting wellness and recovery. Team building and transformational change has also been a focus of our trainings that include community partners and other County agencies.

## Fundamental Learning Program

Our training partners include *Relias*, an online training system, which offers courses in confidentiality, ethics, and regulations, as well as an array of continuing education courses for CE credit for behavioral health professionals, nursing staff, and substance use disorders staff.

## Challenges and Mitigation Efforts

- Inyo County Behavioral Health Services continues to be challenged in recruiting bilingual staff.
- Inyo County Behavioral Health Services continues to be challenged in the hiring of our licensed psychotherapy staff and behavioral health nurses.
- Inyo County Behavioral Health Services continues to be challenged in providing psychiatry services.

Mitigation efforts include contracting for telehealth providers for psychotherapy and for psychiatry, and aggressive recruiting at universities for interns and practicum students.

# Revenue and Expenditure Report for FY 2022

HEALTH AND HUMAN SERVICES AGENCY

DHCS 1822 F (02/19)

Annual Mental Health Services Act (MHSA) Revenue and Expenditure Report

Fiscal Year: 2020-2021

Workforce Education and Training (WET) Summary Worksheet

County: Inyo

Date: 4/1/2022

## SECTION ONE

	A	B	C	D	E	F
	Total MHSA Funds (Including Interest)	Medi-Cal FFP	1991 Realignment	Behavioral Health Subaccount	Other	Grand Total
1 WET Annual Planning Costs	\$0.00					\$0.00
2 WET Evaluation Costs						\$0.00
3 WET Administration Costs	\$0.00					\$0.00
4 WET Funds Transferred to JPA						\$0.00
5 WET Expenditures Incurred by JPA						\$0.00
6 WET Program Expenditures	\$6,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,350.00
7 Total WET Expenditures (Excluding Transfers to JPA)	\$6,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,350.00

## SECTION TWO

#	A	B	C	D	E	F	G	H
	County Code	Funding Category	Total MHSA Funds (Including Interest)	Medi-Cal FFP	1991 Realignment	Behavioral Health Subaccount	Other	Grand Total
8		Workforce Staffing						\$0.00
9	14	Training/Technical Assistance	\$6,350.00					\$6,350.00
10		Mental Health Career Pathways						\$0.00
11		Residency/Internship						\$0.00
12		Financial Incentive						\$0.00



## CAPITAL FACILITIES/TECHNOLOGY

Capital Facilities and Technology Projects FY 2022/25 –

### **NO UPDATES FOR FY 2022/23, 2023-24**

1. Electronic Health Record upgrade to Credible – Implemented January 2023
2. Wellness Center and progress House structural improvements
3. Preliminary planning for MHPA Modernization

Because of the anticipated changes to MHPA beginning in 2024, 35% of our total MHPA allocation must be reserved for housing and comprehensive treatment.

The total budget for MHPA modernization for Inyo County could range between \$748,042.00 and \$1,053,344 for the duration of the Three-Year Plan

County of Inyo

# 2022-25 MHSA THREE-YEAR PLAN - ANNUAL UPDATE for FY 2023-24

August 3, 2023

Kimball C. Pier, PHD.,LMFT  
8-3-2023

MHSA THREE-YEAR PLAN 2022-25

FY 2022-23 ANNUAL UPDATE

TABLE OF CONTENTS

INYO COUNTY MENTAL HEALTH SERVICES ACT- 2022-2025 THREE YEAR PLAN ANNUAL UPDATE ..... 4

FY 2022-2023 ..... 4

    County Demographics and Description ..... 4

    Statistics and Demographics on Number of Medi-Cal beneficiaries served in Calendar year 2022: ..... 7

    Source: BHC MHP QRO Final Report – FY 22-23 ..... 7

MHP Annual Beneficiaries Served and Total Approved Claim..... 7

Table 4: County Medi-Cal Eligible Population, Beneficiaries Served, and Penetration Rates by Age, CY 2021 ..... 7

Table 5: Threshold Language of Medi-Cal Beneficiaries Served in CY 2021 ..... 8

    INYO COUNTY’S STRENGTHS AND VULNERABILITIES: ..... 12

    Mental Health Services Act – Foundational Precepts ..... 13

    Community Program Planning..... 15

    What are the service components of the Mental Health Services Act? ..... 16

    Stakeholder Participation – ..... 18

    Challenges or barriers ICBHS has encountered in our planning processes and the resolutions to overcoming these barriers: ..... 24

    The results of the CNA surveys indicated that: ..... 24

LOCAL REVIEW PROCESS..... 27

COMMUNITY SERVICES AND SUPPORTS ..... 28

All Ages/Populations ..... 28

    COMMUNITY SERVICES AND SUPPORT PROGRAMMING..... 32

ACCESS AND LINKAGE TO MENTAL HEALTH SERVICES ..... 36

    WELLNESS CENTER – BISHOP ..... 36

    WELLNESS CENTER – LONE PINE ..... 37

PREVENTION AND EARLY INTERVENTION ..... 38

Prevention Programs ..... 38

    ELDER OUTREACH..... 38

PREVENTION AND EARLY INTERVENTION ..... 42

Early Intervention Programs for Youth ..... 42

PREVENTION AND EARLY INTERVENTION ..... 44

Suicide Prevention Programs ..... 44

PREVENTION AND EARLY INTERVENTION ..... 46

Stigma Reduction Programs..... 46

INNOVATIONS..... 47

**INYO COUNTY MENTAL HEALTH SERVICES ACT- 2022-2025  
THREE YEAR PLAN ANNUAL UPDATE  
FY 2022-2023**

## **County Demographics and Description**

Inyo County is the second largest county in California encompassing 10,192 square miles and is the second most sparsely populated after Alpine County, one of California’s smallest rural counties. According to the 2020 census, the population of Inyo County was 19,016 citizens. The population is concentrated in Bishop, (population 3,879) West Bishop (population 2,607), Lone Pine, (population 2,035), Big Pine (population 1,756) and The Bishop Paiute Tribal Community (population 1,588). All of these communities are located along the Owens Valley beneath the Eastern crest of the Sierra Nevada. Inyo County has the highest point in the contiguous United States; Tumanguya (Mt. Whitney) at 14,505 ft., and the lowest point in the contiguous United States at Badwater in Death Valley at 282 feet below sea level.

Bishop and the smaller communities in Inyo County have suffered as a result of the pandemic, causing the closures of numerous small businesses as well as some of the larger businesses. The pandemic also brought with it a significant increase in substance use, and concurrent spikes in symptoms for individuals with existing mental health disorders, and emergence of depression, anxiety, and trauma-related symptoms especially for our adolescent and elder populations.

In addition, during summers of 2020 and 2021, California experienced some of its worst wildfires the outcomes of which were even more restricted activity and isolation for those experiencing medical problems and mental health problems associated with isolation, loss of employment, lack of financial resources, and families struggling to work while having children home from school.

At this time, Inyo County Behavioral Health Services is developing new approaches and building out existing approaches that match the intentions and goals of CSC (Coordinated Specialty Care) and CalAIM, an acronym for “advancing and innovating Medi-Cal). We are implementing a “whole person” approach to treatment and being innovative in ways we can meet the needs of our community members. In particular, staff have participated in TIC (Trauma Informed Care) training, and we are also participating in JEDI (justice, equity, diversity, and inclusion) training and we are focused on being a trauma-informed county by incorporating the principles of TIC and JEDI in all our work.

The majority of Inyo County’s population identify as Euro-American, with next largest segment identifying as LatinX or Mexican, and the next largest, indigenous tribal members. Based on the 2020 census, 66% identify as white; 19% identify as Hispanic or of Latino origin. Given the LatinX population which has grown 3.7% since the last census, Spanish is a threshold language for Inyo County, and we are challenged to find ways to meet our Spanish-Speaking client’s needs in behavioral health and substance use disorders services. service.

The federally- recognized “Native American” (indigenous) nations in Inyo County are the Bishop Paiute Tribe, Big Pine Paiute Tribe of the Owens Valley, Fort Independence Reservation, Lone Pine Paiute Shoshone Reservation, and Timbisha Shoshone Tribe. The Timbisha Shoshone Tribe, located in Death Valley National

Park, is the only tribe located inside a national park in the US.

Settlement within Inyo County by Euro-Americans within the past one hundred fifty years has had a significant consequences for the indigenous tribes of Inyo County. Most significant of these are the impact on the physical, spiritual, and mental health,<sup>1</sup> and for whom historical trauma is strongly correlated with higher incidences of addiction-related health problems, mental health problems related to trauma, and disproportionate numbers of justice-involved individuals.<sup>2</sup> The combination of multi-generational trauma compounded by substance use disorders is often stigmatized in ways that prevent people from feeling welcome or safe in seeking recovery or healing services. Seeking culturally relevant healing services is particularly challenging when our State and County governed behavioral health systems are grounded in a Western medical paradigm and allow no room for practices and methods that fall outside of the Western medical model.

The health issues experienced by people of color and particularly indigenous people include diabetes, hypertension, heart disease, obesity, increased rates of and colon cancer, which are related to diets high in salt, sugar, and fat. Immune-related disorders and inflammatory conditions are also related to acute and chronic trauma. The effects on mental and spiritual health are correlated with transgenerational and historical trauma, the symptoms of which manifest in substance use and dependence, depression, anxiety, bipolar disorders, and post-traumatic stress disorder among other illnesses that occur disproportionately among Indigenous People and people of color.

Finally, we have a disproportionate number of indigenous people and people of color in jail who need rehabilitative and recovery services. As it is, Inyo County, like most other rural counties, lack the infrastructure to provide safe, secure housing for justice-involved clients who require a higher level of care. The jail serves as the “de facto” psychiatric hospital which is true for many rural counties where resources are few for individual who are substance-involved, mentally ill, and experience chronic homelessness. We are striving to build out services in the jail and to make our re-entry services more robust.

---

<sup>1</sup> Spillane, N. S., Schick, M. R., Kirk-Provencher, K. T., Nalven, T., Goldstein, S. C., Crawford, M. C., & Weiss, N. H. (2022). Trauma and Substance Use among Indigenous Peoples of the United States and Canada: A Scoping Review. *Trauma, Violence, & Abuse*, 0(0). <https://doi.org/10.1177/15248380221126184>

**Inyo County, California - Demographic Profile**  
*(NH = Non-Hispanic)*

Race / Ethnicity	Pop 2010 <sup>[16]</sup>	Pop 2020 <sup>[17]</sup>	% 2010	% 2020
White alone (NH)	12,296	11,035	66.30%	58.03%
Black or African American alone (NH)	102	85	0.55%	0.45%
Native American or Alaska Native alone (NH)	1,895	2,189	10.22%	11.51%
Asian alone (NH)	229	273	1.23%	1.44%
Pacific Islander alone (NH)	15	13	0.08%	0.07%
Some Other Race alone (NH)	21	87	0.11%	0.46%
Mixed Race/Multi-Racial (NH)	391	935	2.11%	4.92%
Hispanic or Latino (any race)	3,597	4,399	19.40%	23.13%
<b>Total</b>	<b>18,546</b>	<b>19,016</b>	<b>100.00%</b>	<b>100.00%</b>

The Toiyabe

Indian Health Project established in 1968 serves eight tribes along the eastern slope of the Sierra Nevada and Death Valley. Services available for tribal members include medical, dental, dialysis, optometry, behavioral and substance use disorders services, and pharmacy services. Inyo County Behavioral Health Services plans collaborative work in serving clients who need Intensive Outpatient Treatment groups and who may qualify for supportive services such as case management and specific groups for improving life skills and improving physical well-being. These services are located at Wellness Centers in Bishop and Lone Pine and will be funded by MHA Community Services and Supports (CSS).

Economic conditions in Inyo County may impose hardships on many families and individuals due to the combination of a high cost of living and limited work availability. Inyo County relies heavily on tourism and government services to support the economy. Many available jobs are in the service industry or are seasonal. It is difficult to find entry level jobs for persons with a disability. The median family income in Inyo County is slightly below the 60% marker of the median family income for California as a whole.

## Statistics and Demographics on Number of Medi-Cal beneficiaries served in Calendar year 2022:

Source: BHC MHP QRO Final Report – FY 22-23

The Statewide PR is 4.34 percent, with an average approved claim amount of \$7,478. Using PR as an indicator of access for the MHP, the MHP’s PR of 6.84 percent was 57.6 percent greater than the statewide rate, and the average claim amount of \$5,896 was 21.1 percent less than the statewide average.

### MHP Annual Beneficiaries Served and Total Approved Claim

Year	Annual Eligibles	Beneficiaries Served	Penetration Rate	Total Approved Claims	AACB
CY 2021	6,300	431	6.84%	\$2,541,371	\$5,896
CY 2020	5,835	412	7.06%	\$2,302,022	\$5,587
CY 2019	5,493	356	6.48%	\$1,256,009	\$3,528

\*Total annual eligibles may differ in Tables 3, 4, and 7 due to rounding of different variables in calculating the annual number of eligibles based upon average of the monthly eligibles.

- Annual eligibles, beneficiaries served and AACB increased each year from CY 2019 to CY 2021. The PR declined from CY 2020 to CY 2021 (7.06 percent vs. 6.94 percent.)

**Table 4: County Medi-Cal Eligible Population, Beneficiaries Served, and Penetration Rates by Age, CY 2021**

Age Groups	Annual Eligibles	# of Beneficiaries Served	Penetration Rate	Similar Size Counties Penetration Rate	Statewide Penetration Rate
Ages 0-5	720	-	-	1.71%	1.96%
Ages 6-17	1,478	134	9.07%	8.65%	5.93%
Ages 18-20	286	<11	-	7.76%	4.41%
Ages 21-64	3,157	220	6.97%	8.00%	4.56%
Ages 65+	660	43	6.52%	3.73%	1.95%
<b>Total</b>	<b>6,301</b>	<b>431</b>	<b>6.84%</b>	<b>7.08%</b>	<b>4.34%</b>

- PRs exceeded statewide rates for all ages except those ages 18-20. PRs exceeded similar sized county rates for those aged 0-5, 6-17, and 65 and over.

**Table 5: Threshold Language of Medi-Cal Beneficiaries Served in CY 2021**

Threshold Language	Unduplicated Annual Count of Medi-Cal Beneficiaries Served by the MHP	Percentage of Medi-Cal Beneficiaries Served by the MHP
Spanish	25	5.80%
Threshold language source: Open Data per BHIN 20-070		

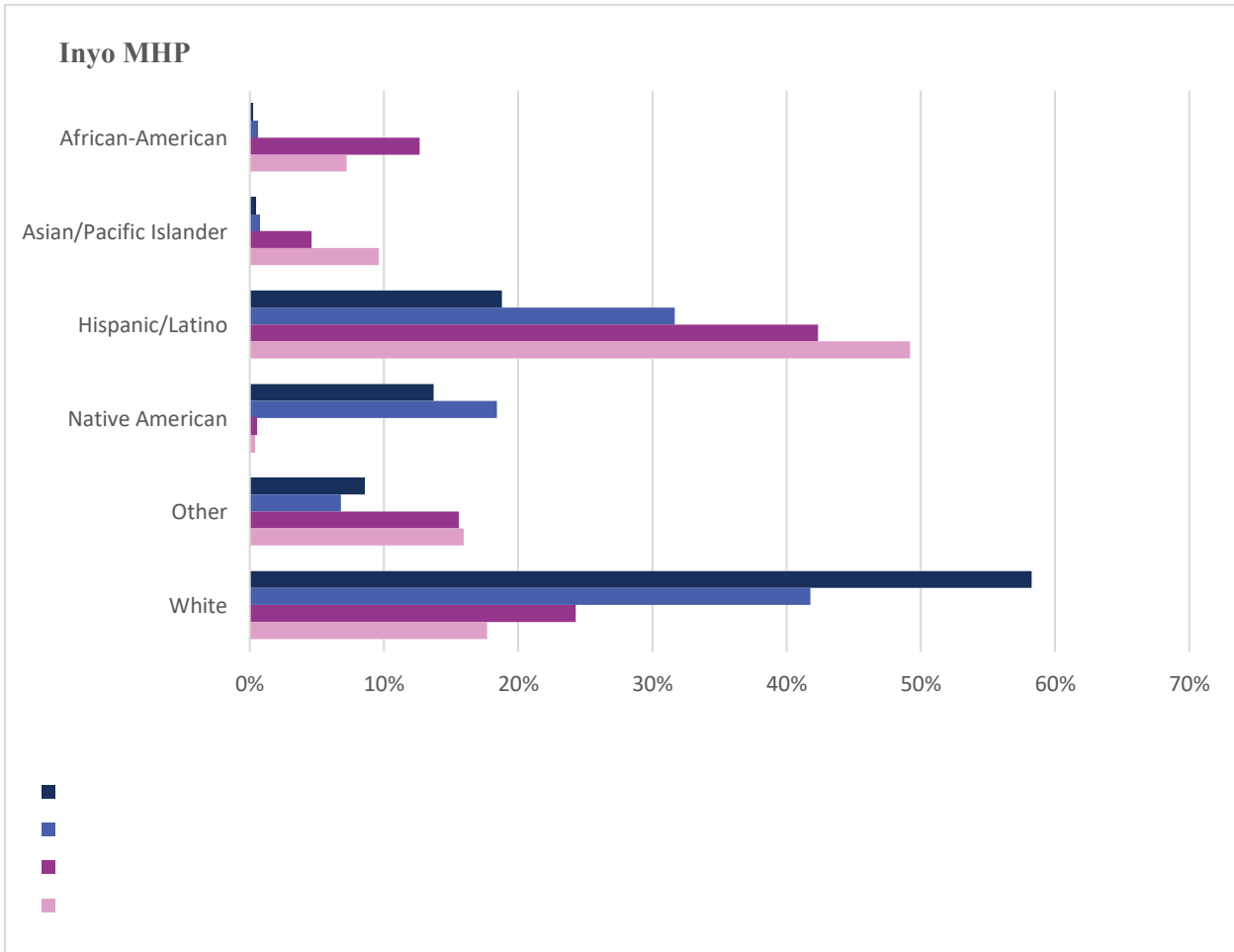
The race/ethnicity data can be interpreted to determine how readily the listed race/ethnicity subgroups comparatively access SMHS through the MHP. If they all had similar patterns, one would expect the proportions they constitute of the total population of Medi-Cal eligibles to match the proportions they constitute of the total beneficiaries served. Table 7 and Figures 1–9 compare the MHP’s data with MHPs of similar size and the statewide average.

**Table 7: PR of Beneficiaries Served by Race/Ethnicity CY 2021**

Race/Ethnicity	Annual Eligibles	Beneficiaries Served	PR MHP	PR State
African-American	38	<11	-	7.64%
Asian/Pacific Islander	49	<11	-	2.08%
Hispanic/Latino	1,995	81	4.06%	3.74%
Native American	1,160	59	5.09%	6.33%
Other	428	37	8.64%	4.25%
White	2,632	251	9.54%	5.96%
<b>Total</b>	<b>6,302</b>	<b>431</b>	<b>6.84%</b>	<b>7.64%</b>

Inyo served 431 unique beneficiaries in CY 2021 with 251 White beneficiaries served and 81 Hispanic/Latino beneficiaries served. The MHP’s White penetration rate was 60.1 percent greater than the statewide rate (9.54 percent vs. 5.96 percent) and the Hispanic/Latino penetration rate was 8.6 percent greater than the statewide rate (4.06 percent vs. 3.74 percent.)



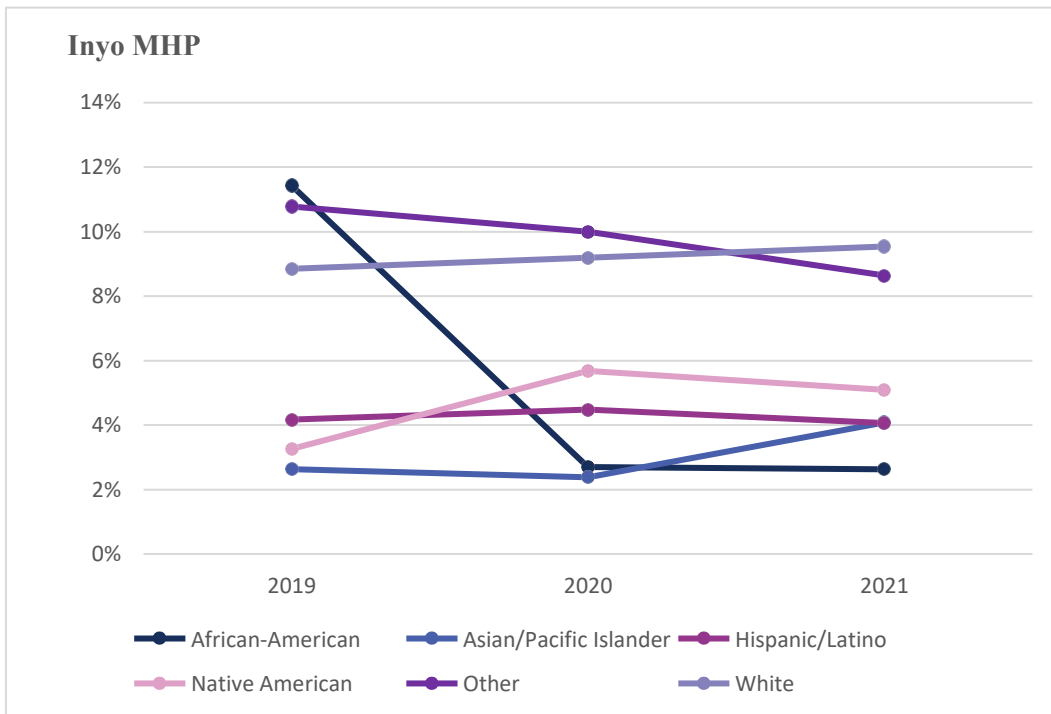


**Figure 1: Race/Ethnicity for MHP Compared to State CY 2021**

	White	Other	Native American	Hispanic/Latino	Asian/Pacific Islander	African-American
MHP % Served	58%	9%	14%	19%	0%	0%
MHP % Eligible	42%	7%	18%	32%	1%	1%
State % Served	24%	16%	1%	42%	5%	13%
State % Eligible	18%	16%	0%	49%	10%	7%

- Euro-Americans (white) comprised 42 percent of the eligible population and 58 percent of those served. The Hispanic/Latino population comprised the next largest race/ethnicity group with 32 percent of the eligible population and 19 percent of those served.
- The most proportionally overrepresented group in the MHP was White, and the most underrepresented group in the MHP was Hispanic/Latino.

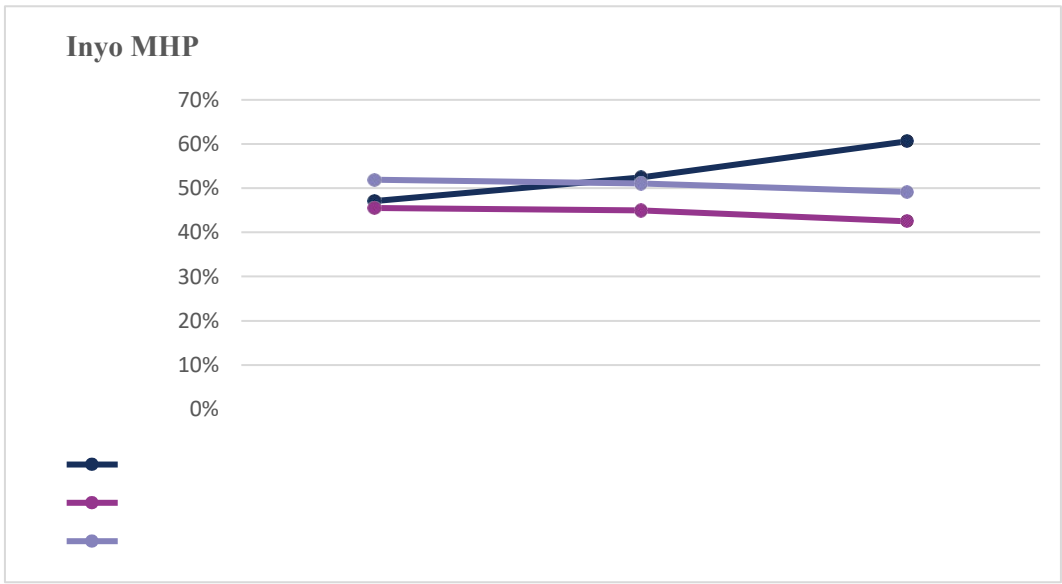
Figures 2–11 display the PR and AACB for the overall population, two race/ethnicity groups that are historically underserved (Hispanic/Latino, and Asian/Pacific Islander), and the high-risk FC population. For each of these measures, the MHP's data is compared to the similar county size and the statewide for a three-year trend.



Race/Ethnicity PR

**Figure 2: MHP PR by Race/Ethnicity CY 2019-21**

- From CY 2019 to CY 2021, Asian/Pacific Islander, Native American and Hispanic/Latino PRs were consistently lowest while White and Other had the highest PRs. It should be noted that African-American and Asian Pacific Islander race/ethnicity groups each served <11 beneficiaries, and lower beneficiary counts can cause greater year over year variations in the data.



Foster Care PR

**Figure 10: Foster Care PR CY 2019-21**

	2019	2020	2021
MHP	47.06%	52.38%	60.61%
Small-Rural	45.51%	44.98%	42.49%
State	51.91%	51.00%	49.15%

- FC PR increased each year from CY 2019 to CY 2021 and in CY 2021 exceeded both the small-rural and statewide rates.

**Source: BHC MHP EQR Final Report FY 22-23**

## **INYO COUNTY'S STRENGTHS AND VULNERABILITIES:**

### **Strengths:**

- Community members care for one another.
- Connection through events and rituals
- Knowledge and concern for the land and water issues
- Awareness and concern for increasing substance use
- Multi-generational connection
- Appreciation of cultural differences
- Desire to help and to find solutions to disparities in access to culturally appropriate addiction services, healthcare, and mental health therapy; housing, and healthy food.

### **Vulnerabilities:**

- Lack of recovery resources for adolescents and adults
- Lack of recovery resources for residential drug and alcohol treatment
- Developmental trauma as a root cause for substance use disorders and mental health challenges
- Few resources for Spanish-speaking community members
- No housing resources for individuals experiencing homelessness
- Marginalization of indigenous people (overrepresentation in jail and disproportionate numbers experiencing post-traumatic stress related symptoms, mental illness, substance use, and health problems typically associated with developmental trauma.
- Fear of seeking services

Inyo County's Division of Behavioral Health has prioritized awareness and education to staff members around trans-generational, race-related, and historical trauma and how families have struggled to manage the myriad ways in which trauma manifests. There is more potential for community members to be more involved in prevention and support as volunteers or paid staff.

ICBHS will utilize training and education funding for community members and partners in Applied Suicide Skills Intervention (ASIST), Safetalk, and other trainings in trauma awareness made available on Inyo County BHS learning platform, Target Solutions.

We are rebuilding and revisiting how best to collaborate with our community partners post-COVID which include regular multi-disciplinary team meetings with probation, Northern Inyo Healthcare District, Inyo County sheriff's department, Bishop Police, Toiyabe Family Services, and other departments within Inyo County HHS. We are invested in training and education in trauma awareness and cultural humility and will continue to offer Trauma Informed Care training and ongoing training and education in Justice, Equity, Diversity, and Inclusion (JEDI). Our mission is to bring those principles into all aspects of services.

## Mental Health Services Act – Foundational Precepts

Inyo County Behavioral Health Services is committed to following the California Code of Regulations to ensure that MHSA services are in keeping with its foundational precepts of being

- Client Centered
- Family Centered
- Community-Based and Collaborative
- Culturally Competent
- Outcomes driven

### RESOURCES:

CA Code of Regulations - Title 9 - Rehabilitative and Developmental Services, Division 1 - Department of Mental Health

Chapter 14 - Mental Health Services Act

Article 2 - Definitions

Sections 3200.050, 3200.120, 3200.060, 3200.070, 3200.100

### Definitions:

MHSA – Mental Health Services Act

ICBHS – Inyo County Behavioral Health Services

**Services will be client driven:** "Client Driven" means that the client has the primary decision-making role in identifying his/her needs, preferences and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

**Services will be Family Driven:** "Family Driven" means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

**Services will be Community-Based and Collaborative:** "Community Collaboration" means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goals.

ICBHS will ensure that services are culturally competent: "Cultural Competence" means incorporating and working to achieve each of the goals listed below into all aspects of policy-making, program design, administration and service delivery. Each system and program is assessed for the strengths and weaknesses of its proficiency to achieve these goals. The infrastructure of a service, program or system is transformed, and new protocol and procedure are developed, as necessary to achieve these goals.

- (1) Equal access to services of equal quality is provided, without disparities among racial/ethnic, cultural, and linguistic populations or communities.
- (2) Treatment interventions and outreach services effectively engage and retain individuals of diverse racial/ethnic, cultural, and linguistic populations.
- (3) Disparities in services are identified and measured, strategies and programs are developed and implemented, and adjustments are made to existing programs to eliminate these disparities.
- (4) An understanding of the diverse belief systems concerning mental illness, health, healing and wellness that exist among different racial/ethnic, cultural, and linguistic groups is incorporated into policy, program planning, and service delivery.
- (5) An understanding of the impact historical bias, racism, and other forms of discrimination have upon each racial/ethnic, cultural, and linguistic population or community is incorporated into policy, program planning, and service delivery.
- (6) An understanding of the impact bias, racism, and other forms of discrimination have on the mental health of each individual served is incorporated into service delivery.
- (7) Services and supports utilize the strengths and forms of healing that are unique to an individual's racial/ethnic, cultural, and linguistic population or community.
- (8) Staff, contractors, and other individuals who deliver services are trained to understand and effectively address the needs and values of the particular racial/ethnic, cultural, and/or linguistic population or community that they serve.
- (9) Strategies are developed and implemented to promote equal opportunities for administrators, service providers, and others involved in service delivery who share the diverse racial/ethnic, cultural, and linguistic characteristics of individuals with serious mental illness/emotional disturbance in the community.

## **PROCEDURES:**

**Ensuring services are Client Centered:** ICBHS clinical staff will work with each client to identify strengths in seven Life Domains pursuant to CalAIM documentation standards (DHCS-BHIN 22-019). ICBHS will work with clients on identifying barriers to optimizing strengths and will engage client's natural supports (family, friends, colleagues, teachers, spiritual guides, and other providers) to create a service plan based upon client's stated needs and goals.

**Ensuring Services are Family Driven:** Services for children and adolescents will involve the child's parents or caregivers when safe and appropriate, extended family, and others whom the children and family consider part of their kinship system. Planning will be driven by the family's values and needs, and that care plans are established to optimize the children's overall well-being and build on the family's strengths.

**Ensuring services and supports are community-based and collaborative:**

ICBHS will conduct stakeholder meetings each month in the planning process. "Stakeholder" means individuals or entities with an interest in mental health services in the State of California, including but not limited to: individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness/ and/or serious emotional disturbance and/or their families, ( CA CCR 3200.270).

ICBHS will ask for community feedback and input by conducting surveys intended to identify needs and gaps in services each year which will also inform the planning process.

**Ensuring services and programs are outcomes driven:**

- ICBHS will invite each client and family enrolled in Full Services Partnerships to provide feedback in Team Meetings as to their progress as they define it;
- Community partners will provide quantitative data on enrollment in services and completion of services on a quarterly basis
- ICBHS will track data by service category at the Wellness Centers.

## **Community Program Planning**

The Inyo County Health and Human Services-Behavioral Health (ICHHS-BH) Community Program Planning (CPP) process for the development of the MHSA FY 2022-2025 Three- Year Plan built upon the planning process for the previous MHSA Three-Year Plan and the most recent Annual Update.

This year's planning process was not as comprehensive as the previous planning process due to COVID restrictions and having significant changes in leadership in the first few months of 2022. We have conducted an ongoing Community Needs Assessment which has been distributed electronically and was made available in hard copy to clients, community partners and agencies within Inyo County HHS. The initial survey distributed in May of 2022 was available for 45 days and number of respondents was significant enough to inform the services and supports plan at least until the Three-year Plan is submitted with updates on June 30, 2023.

ICBHS will discuss and obtain input on the utilization of MHSA funds with our key stakeholders and partners in

our quarterly Quality Improvement Committee (QIC) meetings, our MHSA consumer meetings, and monthly **Behavioral Health Advisory Board meetings.**

As part of our monthly Advisory Board meetings, Deputy Director and Program Supervisors will inform Behavioral Health Advisory Board and participants of each of the programs' statistics and accomplishments. We will discuss ongoing challenges and potential solutions, including the following:

- Capacity and staffing issues,
- Crisis response and how to partner with law enforcement and emergency departments
- Access issues for clients who live in remote parts of the County,
- Transportation barriers for clients needing transport to the Crisis Stabilization Unit or a psychiatric hospital,
- Homelessness and lack of affordable housing,
- Community-based solutions for mentally ill and/or substance-involved clients who are chronically incarcerated and/or presenting in the emergency departments
- Mental health awareness and stigma within the community.

Ideally, the Community Planning Process occurs on an ongoing basis in response to needs and outcomes that are data-driven. In keeping with MHSA principles and the California Codes that inform MHSA services, services are community-based, needs based, family driven, and outcomes driven. In service of making services relevant, we will be asking clients for feedback on an ongoing basis via surveys and questionnaires.

The draft of the three-year workplan for 2022-2025 is shared with Inyo County's Health and Human Services leadership team from Child Welfare Services, Prevention, Eligibility, Public Health, and the administration. It is shared with the Behavioral Health Division staff and Substance Use Disorders program staff and is made available on Inyo County's website. To maximize resources, Inyo County has historically partnered with Mono, Alpine, and Kern Counties to ensure that we are not duplicating services and are instead combining resources and identifying gaps.

## **What are the service components of the Mental Health Services Act?**

Components addressed by the planning process included Community Services and Supports (CSS) "Community Services & Support (CSS) is the largest component of the MHSA. CSS provides direct services to individuals with severe mental illness using a client-centered, wellness, and recovery-focused approach, including housing," (Mental Health Services Oversight and Accountability -(MHSOAC)

**Full Services Partnership (FSP)** – Clients and providers identify strengths and needs for clients and provide a full spectrum of services to optimize potential for achieving mental, physical, and spiritual well-being.

**Prevention and Early Intervention (PEI)** – "The goal of the Prevention & Early Intervention (PEI) component of the MHSA is to help counties prevent negative outcomes by intervening early in the onset of mental health needs with timely access to services and support. The MHSA requires collaboration with consumers and family members in the development of PEI projects and programs.," (MHSOAC).

**Innovation (INN)**- The MHSA's Innovation component aims to explore and develop new mental health models that improve the quality of services, promote collaboration, and increase access to services. Counties propose



Innovation plans to the Commission, which selects candidates for funding.

**Workforce Education and Training (WET)** - The Workforce Education & Training component supports the building of diverse mental healthcare workforces to include the viewpoints and expertise of clients and their families/caregivers and provide services that are linguistically and culturally competent.

**Capital Facilities and Technologies Needs (CFTN)** - The Capital Facilities & Technological Needs (CFTN) component supports the development of facilities and technologies used for administrative services or delivery of mental health services. Counties may use these funds to underwrite peer-support and consumer-run facilities, develop community-based settings, and build technological systems to deliver services.

The MHSA FY 2022-2025 Three-Year Plan was developed and approved by the Behavioral Health Advisory Board after reviewing data on our current programs; analyzing community needs based on stakeholder input; and determining the most effective way to further meet the needs of our unserved/underserved populations. In addition, the MHSA FY 2022-2023 Three-Year Plan was shared at staff meetings and at wellness center stakeholder meetings to obtain additional input and feedback on services. All stakeholder groups are in full support of this MHSA Three-Year Plan and the strategies to maintain services.

**Stakeholder Participation –**

Coordination with Local and Regional Organizations (specifying number of stakeholder meetings and stakeholders present)

**2023-24 Stakeholder, Community Partner, and Consumer meetings**

Coordination with Local and Regional Organizations (specifying number of stakeholder meetings and stakeholders present)

**2022-23 Ongoing CPP Meetings:**

- Weekly: Jail MDT meetings – Behavioral health, SUD program staff, Jail nurse, re-entry staff, probation – Purpose: case planning and access to Wellness Center and progress House Programs
- Monthly Meetings with NIHD ER nurse managers to monitor crisis response and amend crisis response protocols as needed. Monitor number of clients who present in the ER due to drug-induced psychosis as opposed to chronic mental illness.
- Monthly: Behavioral health Advisory Board Meetings – Agenda items include public comment and addition of suggestions for improvements in services including MHSA CSS at the Wellness Centers  
Northern Inyo Hospital Emergency Room staff to determine data on psychiatric emergencies, follow-up care, 5150 hospitalizations, and substance-related emergencies. Coordination of care and access to Wellness Center and Progress House programs.
- Quarterly Community Collaborative meetings  
Purpose: Case management and triage for incarcerated clients and the need for pre-emptive crisis response to keep mentally ill individuals out of jail and in treatment; best practices for re-entry and case planning for severely mentally ill incarcerates.

**CPP Meetings 2022**

- 04/04/22: Meeting with Inyo County Probation – six participants  
Purpose: Determine percentages of justice-involved clients who are mentally ill and/or substance involved and who have been repeatedly incarcerated due to crimes committed while experiencing episodic psychosis

04/08/22:	Meeting with Bishop Police chief – Deputy Director Pier and Chief Standridge
Purpose:	Discussion about why ICBHS does not respond to crisis in the field and the need for law enforcement to have support from trained crisis intervention personnel. Develop protocol for coordinated response. Transportation barriers in getting clients to a PHF or CSU. Education for community members and staff in Mental Health First Aid, ASIST, and CIT.
04/21/22	Meeting with Bishop Paiute Police Chief – Deputy Director Pier and Police Chief Julian
Purpose:	Determine how to collaborate with ICBHS on responding to crises and the need for mobile outreach for indigenous people on the reservations.
06/01/22	Meeting with Toiyabe Family Services – Deputy Director Pier, Director Michelle Saenz
Purpose:	Identify needs for crisis response and capacity for responding to the ER Need for mobile response in the field, especially on the reservations
06/10/22	Summit Meeting – 28 participants (probation, Law enforcement, Inyo Superior Court, behavioral health, DA’s office
Purpose:	Coordination of a system of care for justice-involved individuals for whom “mental health diversion” may be appropriate and which can be defined as “mental health diversion” according to the CDSH definitions and guidelines a.) What is a “system of care,” and how does Inyo County BHS and SUD programs coordinate with probation, jail staff, law enforcement, the courts, Toiyabe Family Services, and medical providers to ensure a “no wrong door” approach to treatment? b.) How to coordinate crisis response and intervention without putting undue strain on law enforcement, emergency room staff, and on-call staff.
06/23/22	CCMU Learning Collaborative
Purpose:	Adding peers to CCMU grant – Training peers and Promotores in ASIST, MH First Aid to support law enforcement and staff CCMU
07/25/22	Community Needs Assessment Meeting with Northern Inyo Hospital
	Attendees: Jennalyn, Outreach, Allison Partridge, Chief Nursing Officer, Topah, NIH Board Member, Joseph Herman, CEO Toiyabe, Mary May, NIH Board member, Kelli Davis, CEO NIHD, Dan David, Outpatient Coordinator
Purpose:	<ol style="list-style-type: none"> <li>1. How to better provide follow up after ER visit for substance involved individuals and individuals with mental illness.</li> <li>2. Linking MAT patients with IOP groups at Inyo County by designating one of our SUD staff as a liaison to coordinate with NIH bridge navigator.</li> <li>3. Establishing regular meetings between NIH ED staff and ICBHS to build the continuum of care and the capacity to better understand the individuals we serve.</li> <li>4. Develop data driven, outcomes driven services</li> </ol>
08/09/22	CCMU Planning Meeting – Health Management

- Purpose: Structuring the Action Plan
1. Mission statement
  2. Values statement
  3. Program Rationale
  4. Detailed Implementation plan
  5. Goals based on SMART
    - a. Specific
    - b. Measurable
    - c. Attainable
    - d. Relevant
    - e. Timely
  6. Dissemination Plan
- 08/11/22 NIHD Collaboration Meeting  
Attendees: Dan David, Catie Grisham, Hallie Vickers, Arlene Brown, Heather Edwall, Melanie Fox
- Purpose: Continue conversation and solutions for creating an MOU between ICBHS and NIH to better coordinate outpatient care for MAT patients  
NIHD would like an SUD counselor to be on their campus one day or a half-day during the week to work with the Bridge Navigator  
Need to meet the needs of Spanish-speaking clients – perhaps having Jean Sprague provide the outreach and engagement at NIH for BH/SUD services?
- 08/16/22 Virtual meeting with Alma Esquivel with Vision y Compromiso
- Purpose: Exploring Promotora training for Inyo County to build capacity to respond to crises in partnership with law enforcement and ICBHS and to better serve Spanish-speaking clients. Alma will provide and proposal for training and attend a QII meeting for questions and answers on why and how Promotores can be valuable for Inyo County.
- 08/17/22 CBHDA Rural and Frontier Counties virtual meeting
- Purpose: How Rural and Frontier counties are managing the challenge of crisis response with the growing need and understaffing  
Santa Barbara County: Telephone triage and crisis response teams, utilizing paraprofessionals (peer support staff, peer partners or promotores)  
Amador County: Exploring risks of responding to homes, sustainability challenges of 24/7 response with fewer staff  
Mariposa County: working in partnership w/ LE but very challenged by understaffing  
San Bernardino County: Using data from crisis calls to determine need for types of crisis response  
Colusa County: Training peer support staff in crisis response

Del Norte: Problems with burnout and being unable to recruit staff due to demands of 24/7 response – Identifying access points in the County where individuals can access crisis services

09/06/22 Bishop PD – Collaboration with Behavioral Health  
Purpose: Barriers to crisis response as a coordinated team (LE and BH) and conditions under which Bishop PD does “welfare checks”  
Attendees: Chief Standridge, Lt. Josh Ellsworth

Bishop PD will not respond to requests for welfare checks when:

- Individual has a known history of violence
- History of threats to others and who are living alone
- Have weapons in the home

Bishop PD will respond when:

- Individuals ask for help
- Say they need and want to go to the ER
- Have children in the house

### **CPP Meetings 2023**

01/09/23: Meeting with Inyo County Probation – six participants  
Purpose: Determine percentages of justice-involved clients who are mentally ill and/or substance involved and who have been repeatedly incarcerated due to crimes committed while experiencing episodic psychosis- Pre-emptive planning for housing and Full Services Partnerships to provide comprehensive CoC scope of services

01/18/2023 Meeting with Inyo County Counsel, Public Guardians, Inyo County Court, and Inyo County Jail nurse.  
Purpose: Discuss alternatives to incarceration for justice-involved individuals who are severely mentally ill and substance involved.

02/02/23 Meeting with NIH ED staff and Administration  
Purpose: Develop improved protocols for follow-up on patients who present in the ED with substance related problems and sustainable solutions for supported care and housing for individuals who present multiple times in the ED with severe psychiatric symptoms.

02/10/23 Meeting with Mono County Behavioral Health Director  
Purpose: Discuss needs for mentally ill and unhoused individuals in Mono County and proposed solutions for housing for individuals in Mono and Inyo Counties.

02/03/15 Summit Meeting – Coordination of Care  
Purpose: Coordination of a system of care for justice-involved individuals for whom “mental health

diversion” may be appropriate and which can be defined as “mental health diversion” according to the CDSH definitions and guidelines

- c.) What is a “system of care,” and how does Inyo County BHS and SUD programs coordinate with probation, jail staff, law enforcement, the courts, Toiyabe Family Services, and medical providers to ensure a “no wrong door” approach to treatment?
- d.) How to coordinate crisis response and intervention without putting undue strain on law enforcement, emergency room staff, and on-call staff.

02/28/23      CBHDA Rural and Frontier Counties Workgroup  
Purpose:      Realities of implementation of CARE Court and CCMU – Realities of housing infrastructure and staffing for these mandated projects. Proposed solutions and scaling for rural and frontier counties

03/07/23      Wellness Center Bishop – MHSA Planning for CSS programming  
Purpose:      Tracking system for clients who utilize services such as showers, laundry, meals and a tracking system for clients who want to participate in groups and case management services. Identifying specific needs for group such that groups are client-driven and outcomes driven.

03/16/23      Inyo-Mono Counties – CAC meeting with Anthem Blue Cross with local health departments, CBO’s and consumers to discuss needs and gaps in services to create a Continuum of Care as CalAIM is implemented.

03/29/23      Inyo County Court, Inyo County Sheriff, Bishop PD  
Purpose:      Discuss protocols and sustainable solutions for justice-involved individuals who are incarcerated and mentally ill. Discuss how CARE Court can be implemented in Inyo County given lack of infrastructure and community commitment to creating housing. Addressing the realities of understaffing in law enforcement and behavioral health and the lack of a reliable system for placing individuals in the appropriate facilities.

04/14/23      Behavioral Health Challenges meeting with Inyo County Superior Court Judge, Inyo County DA’s office, Inyo County Counsel, HHS leadership and Behavioral Health Deputy Director  
Purpose:      Continue conversation to develop protocols for incarcerated severely mentally ill individuals who meet criteria for grave disability but for whom there are no secure housing solutions within Inyo County. Discussion of CARE Court initiative and the need for investment in secure and/or supervised housing and plan for CoC that includes telepsychiatry, medication monitoring, psychotherapy, group support, recovery services, and other community-based services.

NIHD would like an SUD counselor to be on their campus one day or a half-day during the week to work with the Bridge Navigator

Need to meet the needs of Spanish-speaking clients – perhaps having Jean Sprague provide the outreach and engagement at NIH for BH/SUD services?

08/16/22 Virtual meeting with Alma Esquivel with Vision y Compromiso  
Purpose: Exploring Promotora training for Inyo County to build capacity to respond to crises in partnership with law enforcement and ICBHS and to better serve Spanish-speaking clients. Alma will provide and proposal for training and attend a QII meeting for questions and answers on why and how Promotores can be valuable for Inyo County.

08/17/22 CBHDA Rural and Frontier Counties virtual meeting  
Purpose: How Rural and Frontier counties are managing the challenge of crisis response with the growing need and understaffing  
Santa Barbara County: Telephone triage and crisis response teams, utilizing paraprofessionals (peer support staff, peer partners or promotores)  
Amador County: Exploring risks of responding to homes, sustainability challenges of 24/7 response with fewer staff  
Mariposa County: working in partnership w/ LE but very challenged by understaffing  
San Bernardino County: Using data from crisis calls to determine need for types of crisis response  
Colusa County: Training peer support staff in crisis response  
Del Norte: Problems with burnout and being unable to recruit staff due to demands of 24/7 response – Identifying access points in the County where individuals can access crisis services

09/06/22 Bishop PD – Collaboration with Behavioral Health  
Purpose: Barriers to crisis response as a coordinated team (LE and BH) and conditions under which Bishop PD does “welfare checks”  
Attendees: Chief Standridge, Lt. Josh Ellsworth

Bishop PD will not respond to requests for welfare checks when:

- Individual has a known history of violence
- History of threats to others and who are living alone
- Have weapons in the home

Bishop PD will respond when:

- Individuals ask for help
- Say they need and want to go to the ER
- Have children in the house

Bishop PD would like to be able to contact an on-call clinician to consult with when they are managing a person who is experiencing a psychiatric emergency. Bishop PD is invested in training officers in POST CIT but none are available. We would like to work together towards a MOST model in Inyo and to have BH and PD partner in crisis response as we implement CCMU

## **Challenges or barriers ICBHS has encountered in our planning processes and the resolutions to overcoming these barriers:**

It is challenging to engage community partners primarily because most feel there are no clear solutions to the main issues identified in surveys. Many first responders including law enforcement, emergency room staff, probation officers, child protective services social workers, behavioral health staff, and substance use disorders staff are experiencing varying degrees of post-secondary trauma or “compassion fatigue,” as defined by Charles Figley, in his 1995 book, and Ron M. Walls, M.D. (2018). Many express frustration that no clear solutions exist in Inyo County for the escalating need for behavioral health and crisis services, often complicated by substance-related problems such as brain injury and chronic health problems. Stakeholder and partners correctly identify that we have very few resources to meet a significant need and no real or sustainable solutions available in the near future for such issues as housing for people without shelter, availability of secure supervised living for severely mentally ill and/or substance-involved consumers, and lack of availability of adolescent or adult residential treatment for substance use disorders.

Several different stakeholders were involved in the CPP process and input was obtained through a variety of ways including stakeholder focus groups, surveys, key informant interviews and partner meetings. Input was obtained from clients who utilize services at the Wellness Centers, including the homeless population. The Wellness Centers are consumer-run programs where adults come together, facilitate classes, attend activities, and had formal meetings at least once per month until the enforcement of COVID restrictions in March of 2020 until February of 2022.

When Wellness Centers were open again, surveys were distributed to consumers however, the number of respondents were not sufficient to determine needs and gaps. The Community Needs Assessment surveys from consumers in general were sufficient to determine needs and gaps.

### **Information was obtained in the following ways:**

In May of 2022, we distributed a Community Needs Assessment survey made available electronically or in hard copy in English and Spanish. We collected surveys over a period of three months, the results of which were shared with stakeholders and with the Behavioral Health Advisory Board members at the October meeting. We also distributed Performance Outcomes and Quality Improvement (POQI) surveys to clients which are intended to measure satisfaction with mental health services and to identify needs.

### Outcomes of Community Needs Assessments:

Inyo County Behavioral Health Services distributed Community Needs Assessment (CNA) surveys in English and Spanish to community partners, consumers and stakeholders.

### **The results of the CNA surveys indicated that:**

- 1.) 77% of respondents would be more likely to seek support and care from family members than from, friends or from a therapist or a school counselor or clergy.<sup>3</sup>

---

<sup>3</sup> See Attachment A – Community Needs Assessment Summary – July 2022



**Why this is significant:** If community members are in distress and they would prefer to seek support and help from a family member, it suggests that we need to provide training in basis suicide awareness, skills for prevention, and education as to resources in Inyo County. It also suggests that we need to provide services that involve family members.

**How MHSA services can meet this need:**

- Offering Mental health First Aid and ASIST training to community partners, consumers and their families, and stakeholders
- Full services partnerships – comprehensive services for consumers and their families or legal guardians

2.) 64% of respondents reported that Alcoholism and drug addiction is Inyo County’s biggest problem.

**Why this is significant:** A disproportionate number of individuals struggling with addiction are BIPOC (indigenous people and people of color).

**How MHSA services can meet these needs:**

- Partnering and cross-referrals with Toiyabe Family Services to increase our capacity for outpatient recovery services
- Educating staff and community members in trauma as it relates to family events, discrimination and its effects on our BIPOC population.
- Improving on re-entry planning for incarcerated individuals including engagement in Wellness Center services and groups, full services partnerships, and linkage with appropriate resources

3.) 53% of respondents report that Trauma is Inyo County’s third most significant problem - chronic or terminal illness, death, divorce, mental illness, followed by lack of access to housing (53%), Trauma related to discrimination (racial and historical trauma or immigration trauma (46%), and lack of resources (42%)

**Why this is significant:** Our community is aware of trauma and that trauma is a root cause of mental illness, alcoholism, and drug addiction particularly for indigenous and LatinX community members. Homelessness and mental illness are strongly correlated.

**How MHSA Services can meet those needs:**

- Funding to educate staff, stakeholders, community members, and community partners on racial and historical trauma and provide access to trainings and learning materials
- Continue to use Prevention and Early Intervention funding to provide therapeutic and case management services in schools, to elder community members, and to young adults experiencing First Episode Psychosis.
- Continue to implement Trauma Informed Care (TIC) and extend its core principles out into the community.
- Use CSS funding to continue providing welcoming and culturally relevant groups at the Wellness

**School Mental Health Prevention and Early Intervention Services:** While Behavioral Health provides services in each of the schools within the county, the services focus on youth with severe emotional disturbance and their families. School partners have long expressed a need for early intervention services to fill a gap between the support that can be provided by the school counselors and those services provided by Behavioral Health. While services were provided for several years through statewide PEI funds used to support North Star Counseling Services, there was a need expressed to restructure these services and to work to increase mental health awareness and reduce stigma. Two key informant interviews occurred with the Superintendent of Schools and two interviews occurred with four school counselors. Counseling services were identified as well as the need for training around suicide prevention, LGBTQIA+ issues, and stigma reduction. In addition to these interviews, a survey was sent to schoolteachers and administrators.

The CPP also included input from ongoing child and adult staff meetings in behavioral health services as well as multidisciplinary partner meetings. The multiple agencies involved with children's services includes Child Welfare, Juvenile Probation, Toiyabe Family Services, and the schools. The multiple agencies involved with adult services includes Adult Protective Services, Employment and Eligibility, Probation, Law Enforcement and the hospitals.

## LOCAL REVIEW PROCESS

### **30-Day Posting Period and Circulation Methods**

This proposed MHSA FY 2023-2025 Three-Year Plan was posted for a 30-day public review and comment period from July 3, 2023 – August 3, 2023. An electronic copy is available online on the Inyo County website (<http://www.inyocounty.us/MHSA>). Hard copies of the document are available in the Bishop Behavioral Health Clinic; Bishop Social Services office; Health and Human Services Administrative office; Health and Human Services, Lone Pine office; and at all county libraries, including the Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Shoshone branches. In addition, a hard copy of the proposed Three-Year Plan has been distributed to all members of the Behavioral Health Advisory Board; consumer groups; staff; Wellness Centers (Bishop and Lone Pine); and partner agencies. The MHSA FY 2022-2025 Three-Year Plan is also available to stakeholders upon request.

### **Public Hearing Information**

A public hearing was conducted on August 3, 2023 at 2:30 p.m. at 1360 N. Main St – Rm 103., Bishop California, 93514 as a special meeting of the Behavioral Health Advisory Board meeting.

### **Substantive Recommendations and Changes**

Input on the MHSA FY 2022-2025 Three-Year Plan was reviewed prior to submitting to the County Board of Supervisors and the California Mental Health Services Oversight and Accountability Commission (MHSOAC). Substantive changes will be submitted prior to Board approval.

# COMMUNITY SERVICES AND SUPPORTS

## All Ages/Populations

### Community Services and Support (CSS) Program Description and Outcomes

#### REFERENCES:

CA WIC Division 5, Chapter 1, Sections 5600-5610

9 CCR 3620.05

9 CCR 3200.140

#### POLICY

Inyo County Behavioral Health Services recognizes and abides by WIC Division 5, Community Mental Health Services, Chapter 1. Section 5600-5610, and 9 CCR 3620.05, as follows:

(a) Mental illnesses are extremely common; they affect almost every family in California. They affect people from every background and occur at any age. In any year, between 5% and 7% of adults have a serious mental illness as do a similar percentage of children — between 5% and 9%. Therefore, more than two million children, adults and seniors in California are affected by a potentially disabling mental illness every year. People who become disabled by mental illness deserve the same guarantee of care already extended to those who face other kinds of disabilities.

(b) Failure to provide timely treatment can destroy individuals and families. No parent should have to give up custody of a child and no adult or senior should have to become disabled or homeless to get mental health services as too often happens now. No individual or family should have to suffer inadequate or insufficient treatment due to language or cultural barriers to care. Lives can be devastated, and families can be financially ruined by the costs of care. Yet, for too many Californians with mental illness, the mental health services and supports they need remain fragmented, disconnected and often inadequate, frustrating the opportunity for recovery.

(c) Untreated mental illness is the leading cause of disability and suicide and imposes high costs on state and local government. Many people left untreated or with insufficient care see their mental illness worsen. Children left untreated often become unable to learn or participate in a normal school environment. Adults lose their ability to work and be independent; many become homeless and are subject to frequent hospitalizations or jail. State and county governments are forced to pay billions of dollars each year in emergency medical care, long-term nursing home care, unemployment, housing, and law enforcement, including juvenile justice, jail and prison costs.

(d) In a cost cutting move 30 years ago, California drastically cut back its services in state hospitals for people with severe mental illness. Thousands ended up on the streets homeless and incapable of caring for themselves. Today thousands of suffering people remain on our streets because they are afflicted with untreated severe mental illness. We can and should offer these people the care they need to lead more productive lives.

(e) With effective treatment and support, recovery from mental illness is feasible for most people. The State of California has developed effective models of providing services to children, adults and seniors with serious

mental illness. A recent innovative approach, begun under Assembly Bill 34 in 1999, was recognized in 2003 as a model program by the President’s Commission on Mental Health. This program combines prevention services with a full range of integrated services to treat the whole person, with the goal of self-sufficiency for those who may have otherwise faced homelessness or dependence on the state for years to come. Other innovations address services to other underserved populations such as traumatized youth and isolated seniors. These successful programs, including prevention, emphasize client-centered, family focused and community-based services that are culturally and linguistically competent and are provided in an integrated services system.

(f) By expanding programs that have demonstrated their effectiveness, California can save lives and money. Early diagnosis and adequate treatment provided in an integrated service system is very effective; and by preventing disability, it also saves money. Cutting mental health services wastes lives and costs more. California can do a better job saving lives and saving money by making a firm commitment to providing timely, adequate mental health services.

(g) To provide an equitable way to fund these expanded services while protecting other vital state services from being cut, very high-income individuals should pay an additional one percent of that portion of their annual income that exceeds one million dollars (\$1,000,000). About 1/10 of one percent of Californians have incomes in excess of one million dollars (\$1,000,000). They have an average pre-tax income of nearly five million dollars (\$5,000,000). The additional tax paid pursuant to this represents only a small fraction of the amount of tax reduction they are realizing through recent changes in the federal income tax law and only a small portion of what they save on property taxes by living in California as compared to the property taxes they would be paying on multi-million-dollar homes in other states.

**9 CCR, Section 3200.080:** “Community Services and Supports (CSS) is the section of the Three-Year Program and Expenditure Plans that refers to service delivery systems for mental health services and supports for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and Institutions Code sections 5800 et. seq. (Adult and Older Adult Systems of Care) and 5850 et. seq. (Children's System of Care).

**9 CCR Section 3200.140: “Full Service Partnership Service Category”** means the service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plans, under which the County, in collaboration with the client, and when appropriate the client's family, plans for and provides the full spectrum of community services so that children and youth, transition age youth, adults and older adults can achieve the identified goals.

The Full Services Partnership component of the Mental Health Services Act offers clients the best opportunity to restore and sustain full functioning in seven life-domains identified in CalAIM goals to implement a “whole person care approach,” that encompasses physical, behavioral, developmental, dental, and, and long-term care needs.

Contact data is entered into BHIS by MHSA staff. Data is submitted to DHCS within 90 days of collection as required by section 9 CCR 3530.30.

## PROCEDURES

---

**Referral:** The Full Services Partnership (FSP) referrals may come from multiple sources including hospitals

2022-25 MHSA Three-Year Plan

2023-24 Annual update

where patients may be frequent visitors to the Inyo County emergency departments as a result of chronic mental illness and co-occurring substance use disorders, Inyo County’s Wellness Centers, Inyo County’s probation department, local high schools, Inyo County’s child welfare system or FIRST program, or other community-based agency. The “No Wrong Door,” approach (DHCS BHIN 22-011) which advances the CalAIM initiative to ensure outreach and engagement at all levels of the physical health, social services, educational, and justice systems is integral to identifying for the FSP program.

9 CCR Section 3620.05

**Full Services partnership Admission Criteria:**

(a) Individuals selected for participation in the Full-Service Partnership Service Category must meet the eligibility criteria in Welfare and Institutions Code (WIC) Section WIC Section 5600.3(a) for children and youth, WIC Section 5600.3(b) for adults and older adults or WIC Section 5600.3(c) for adults and older adults at risk.

(b) Transition age youth, in addition to (a) above, must meet the criteria below.

**(1) They are unserved or underserved and one of the following:**

- (A) Homeless or at risk of being homeless.
- (B) Aging out of the child and youth mental health system.
- (C) Aging out of the child welfare systems
- (D) Aging out of the juvenile justice system.
- (E) Involved in the criminal justice system.
- (F) At risk of involuntary hospitalization or institutionalization.
- (G) Have experienced a first episode of serious mental illness.

(c) Adults, in addition to (a) above, must meet the criteria in either (1) or (2) below.

**(1) They are unserved and one of the following:**

- (A) Homeless or at risk of becoming homeless.
- (B) Involved in the criminal justice system.
- (C) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment, or

**(2) They are underserved and at risk of one of the following:**

- (A) Homelessness.
- (B) Involvement in the criminal justice system.
- (C) Institutionalization.
- (d) Older adults, in addition to (a) above, must meet the criteria in either (1) or (2) below:

**(1) They are unserved and one of the following:**

- (A) Experiencing a reduction in personal and/or community functioning.
- (B) Homeless.

- (C) At risk of becoming homeless.
- (D) At risk of becoming institutionalized.
- (E) At risk of out-of-home care.
- (F) At risk of becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.

**(2) They are underserved and at risk of one of the following:**

- (A) Homelessness.
- (B) Institutionalization.
- (C) Nursing home or out-of-home care.
- (D) Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment.
- (E) Involvement in the criminal justice system.

(e) This section shall not prevent the County from providing services to clients with co-occurring conditions, including substance abuse, physical conditions/disorders, and/or developmental disorders/disabilities.

**When clients meet criteria for FSP, the following procedures apply:**

- 1.) Referral source will contact the Inyo County MHSA Coordinator and link clients for an intake appointment to discuss specific needs for immediate and long-term assistance with housing, food, educational assistance, medical and dental needs, transportation, and family support needs;
- 2.) MHSA Coordinator will assign a case manager or Peer Support Staff to link clients with behavioral health, SUD, and physical health services;
- 3.) Case coordinator will determine whether clients in need of housing are candidates for Progress House, Inyo County’s 24/7 residential facility for TAY and adults up to the age of 54.
- 4.) ICHHS-BH will designate a Health and Human Services (HHS) Specialist to be the Personal Service Coordinator (PSC)/Case Manager for each client, and when appropriate the client’s family, to be the single point of responsibility for that client/family. The designated PSC/Case Manager is responsible for developing an Individual Services and Supports Plan (ISSP) with the client and, when appropriate, the client’s family. ICHHS-BH will ensure the PSC/Case Manager is culturally and linguistically competent or, at a minimum, is educated and trained in linguistic and cultural competence and has knowledge of available resources within the client/family’s racial/ethnic community.
- 5.) The MHSA staff in the role of the PSC or the other qualified individuals known to the person/family working with MHSA will be available to respond 24 hours a day, 7 days a week to provide after hour intervention. A log of MHSA after hours contact is recorded by Progress House staff screening the calls after hours and reviewed by the MHSA team.
- 6.) Persons admitted to ICHHS-BH and meet medical necessity for Medi-Cal Specialty Mental Health Services will be reviewed in accordance with authorization cycles and at a minimum have an annual review. MHSA goals will undergo ongoing review as the person completes goals and supportive needs change.

**Case Planning and Outcomes**

In keeping with MHSA precepts, services are client driven, family driven, needs driven and outcomes driven.

- 1.) Assessments are completed using the strengths-based tools and the five life domains according to the CalAIM documentation guidelines set forth in DHCS BHIN 22-019 to determine strengths and needs
- 2.) ICC or Intensive Care Coordination: A comprehensive ISSP (integrated Services and Supports Plan) will be developed by the client’s identified treatment team which may include a physical health provider, a behavioral health provider, a psychiatrist, a behavioral health nurse, a case manager or peer support person, family members, SUD counselor, and spiritual advisors a to address needs in each of the life domains.
- 3.) Progress in each goal will be monitored on a weekly or bi-weekly basis using self-report questionnaires and the Stages of Change model to assist in monitoring treatment and modifying if necessary. Progress notes will follow standard accepted guidelines set forth in DHCS BHIN 22-019.
- 4.) When the client and the treatment team determine that the client’s goals have been met, the client will be graduated out of Full Services Partnership and may choose to step down to case management or maintenance care with behavioral health and SUD providers.

## COMMUNITY SERVICES AND SUPPORT PROGRAMMING

### Annual Projected Total expenditures FY 2023/24:

**\$ 2,137,264.00**

The MHSA CSS programs provide services to all ages [children (ages 0- 17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities.

The strategies are part of the larger system/continuum of care now implemented as part of CalAIM (California Advancing and Innovating Medi-Cal). The mental Health Services Act’s core principles and regulations are similar in that a “whatever it takes” service approach applies under both programs to meet client and family needs. This approach has allowed us the transformative flexibility to meet our clients where they are in terms of life-domain functioning and needs for strengthening and building upon natural supports. Services for all populations are intended to acknowledge that anyone can experience compromised ability to function at their best, and that our ability to partner with other agencies and to include natural supports in case planning will yield optimal outcomes. These services emphasize the principles of empowerment, self-determination, wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families.

Inyo County Behavioral Health services prioritizes meeting clients’ needs in a timely and culturally aware manner. We recognize that some of our community members do not experience themselves as “mentally ill,” and that we can best serve them by including them in Wellness Center groups where they may participate in groups and services according to their particular needs. To ensure easy access, our Wellness Centers are centrally located and easy to find. We offer Bilingual case management services via the language line or when we have Bilingual staff available.

### CSS Programs:

- 1.) **Full Services Partnerships** - Includes comprehensive behavioral health and substance abuse assessments, wellness and recovery action planning, case management services, individual and group mental health services;



crisis services, peer-led self-help/support groups, education and employment support, education and awareness around stigma associated with mental illness, linkage with primary care providers, and housing support and assistance.

The Full Services Partnership provides crisis respite and housing for TAY (Transitional Age Youth aged 18-25) experiencing FEP (first episode psychosis), which is in fidelity to our MHSA model, and the UC Davis Core Practice Model for early intervention and treatment. We will continue to purchase four (4) beds at Progress House, an Adult Residential Facility for individuals with severe mental illness who are transitioning out of acute care, incarceration, and for individuals experiencing homelessness.

We have provided transition services for four transition age youth/young adults with severe mental illness who had spent time incarcerated in our local jail and have spent time in homelessness. In addition, we have served persons who are living within the community who need a respite due to a mental health crisis. We have been able to keep persons within our community and to assist them to successfully transition back into the community through this strategy. We have provided respite services for at least 15 adults. In addition to mental illness, many of the persons served in this way have evidenced co-occurring addiction issues, may have been veterans or at least spent some time in the military, and/or may have had experienced significant adverse childhood events.

This year, we focused on work/volunteer experience to increase transition readiness. We continued to offer work experience in the provision of reception services at the wellness center sites. At least five persons participated in this work experience. We worked with our partners in the HHS Prevention programs to identify events that needed some volunteer assistance including health fairs, community runs and other community events. In addition, we looked at ways to employ peers to support improvement projects at Progress House and to accompany residents on medical visits. We continue to look for ways to increase the effectiveness of this strategy through the implementation of recovery principles.

We are proposing to expand this strategy in the next three years through a combination of funds, including funds received under the Mental Health Block Grant (MHBG) as well as MHSA funds. We will use a social worker working out of the Employment and Eligibility division to assist with these services. The social worker will educate persons who receive social security benefits or general assistance about the opportunities to be involved in work experience. He will identify ways to assist with minimizing the impact of symptoms by helping to identify strengths, best work environments, and need for accommodation. He will also provide support for employees and education of employers. He will also make consumers aware of housing opportunities and will assist in identifying resources to aid in obtaining a stable living environment.

## Full Services Partnership

### Projected budget:

- **Cost per client in FSP (Included in total CSS budget):**
- **\$3,500 per month**
- **We estimate serving twelve clients per month - \$42,000**
- **35% of \$2,137,264.00 (projected revenue) = \$748,042.00**
- **\$504,000 per year projected expenditure for FSP**

The following represents our persons served under CSS strategies:

### FSPs Ethnicity by Age Group

	<b>Youth (&lt;16 years)</b>	<b>TAY (16-25 years)</b>	<b>Adult (26-59 years)</b>	<b>Older Adult (&gt; 59 years)</b>	<b>Total</b>
<b>Caucasian</b>	1	5	18 (2 veterans)	11 (1 veteran)	35
<b>Native American</b>	0	0	2	0	2
<b>LatinX</b>	1	3	1	0	5
<b>Total</b>	2	8	21	11	42

Average Cost per FSP = \$23, 053.. It is a combination of intensive services that might include transitional living at Progress House, participation in the Wellness Center array of services, coordination with health care needs and a variety of “whatever it takes” to address behavioral health needs.

### Unduplicated Wellness Center Visitors by Age Group

	<b>Youth (&lt;16 years)</b>	<b>TAY (16-25 years)</b>	<b>Adult (26-59 years)</b>	<b>Older Adult (&gt; 59 years)</b>	<b>Total</b>
Bishop	4	33	161	56	254
Lone Pine	0	0	27	1	28

2.) **Wellness Centers:** Our Adult and Older Adult Wellness Centers (located in Bishop and Lone Pine) provide adults and older adults with meals, showers, laundry facilities, assistance with applications for CalFresh, housing assistance, social security disability, and Medi-Cal. domestic violence advocacy necessary services and supports in a welcoming environment.

Case management staff may assist clients experiencing violence in their homes through linkage with Wild Iris.

Clients who need assistance with employment may be linked with Job Spot, and clients who would like to explore educational opportunities may be linked with Cerro Coso College or opportunities for training in Peer Counseling through Inyo County Behavioral Health Services.

## ACCESS AND LINKAGE TO MENTAL HEALTH SERVICES

Wellness Center Groups are new additions for 2022-23 and statistical data for FY 2023 will capture the following metrics:

- 1.) Groups will be based upon community needs and gaps as evidenced by Community Needs Assessment Surveys;
- 2.) Group will be time-limited to six months
- 3.) Participants will be asked to self-select into groups, each of which will be focused on an area of need such as how creative expression can help with anxiety, or how to enhance recovery through better nutrition.
- 4.) Participants will be asked to complete anonymous surveys at the end of the series and report on whether the group met their needs using a Likert scale
- 5.) Outcomes data will be utilized in planning future groups

Clients may also participate in planting and caretaking of the garden at the Wellness Center during the spring and summer months and will have opportunities to learn to cook with fresh vegetables and to participate in entering vegetables at the fair as part of community inclusion. Clients also take an active part in providing welcoming, sign in and phone support for the wellness center as well as providing help with cleaning and light maintenance. Our Wellness Center clients are able to earn incentive cards as well as to develop a sense of ownership and pride in the facility.

We moved to a new wellness center site in Lone Pine in late spring of 2017. The new property is a duplex in the center of the town and within walking distance to the main resources including social services, school sites, and hospital. We continue to offer cooking and showers as well as to have a slightly bigger group room capability.

### WELLNESS CENTER – BISHOP

The Wellness Centers Model that many counties in California have adopted follow the Mental Health Service's Acts core principles which are to make services needs driven, client-centered, strengths-based, and outcomes driven.

#### The Wellness Centers model strives to:

- 1.) De-stigmatize mental health conditions by being inclusive and respecting each client's experiences.
- 2.) Be strengths-based in its programs and services by offering an array of services including linkage with outpatient mental health services.
- 3.) Offer groups where clients may learn basic life skills, creative expression, improving nutrition awareness, opportunities for recreation and outdoors activities

- 4.) Build community by including clients in planning and developing groups, projects, and programs.
- 5.) Be client-driven such that clients are the main informants of needs and gaps in programs and services
- 6.) Create an environment of safety by creating and committing to expectations of non-violence and non-discrimination for staff and clients.

As a community center for the purposes of serving community members experiencing homelessness, mental health challenges, and substance use disorders, the Wellness Center provides case management, assistance with accessing recovery services, therapeutic interventions, healthcare, financial assistance, housing, and resources for employment or continuing education.

The Wellness Center provides showers and laundry facilities, and a place to socialize, enjoy breakfast or lunch, and participate in groups. During the summer, we have a garden where clients can learn to grow vegetables and bring them home or learn to cook with Wellness Center staff.

In keeping with the mission of being welcoming and safe for all community members, the Wellness Center prohibits the use of alcohol and drugs on the premises, and is a tobacco-free environment.

### **WELLNESS CENTER – LONE PINE**

The Wellness Center in Lone Pine provides case management, access to laundry facilities and assistance with accessing financial help, food, housing, and linkage to mental health services including medication management with a psychiatrist.

### **Challenges and Mitigation Efforts**

We continue to adjust following the pandemic and within the last year, we have re-established services and groups, and have implemented a more structured way of tracking client services through the use of electronic sign-in pads and asking clients to sign up for groups.

Our focus is on building capacity to serve by engaging other community-based agencies, working more closely with Inyo County Jail to meet the needs of justice-involved individuals, and with probation and re-entry staff to determine placement and needs for those who are not able to live independently post-release, or who need a comprehensive case plan to optimize integration back into the community.

The Wellness Center and the Progress House may provide care post-release for individuals with mental illness and who are ready to commit to a recovery program.

### **Older Adults**

We have a growing population of older adults (59+) with health concerns and mental illness in Inyo County. Many have co-occurring substance use disorders which impacts both and which may also compromise their ability to live independently. We work closely with our Ageing and Social Services Division to coordinate care and anticipate needs in terms of healthcare, In-Home Support Services (IHSS), medication compliance, and assistance with ADL's (Activities of Daily Living). We provide transportation for older adults to Senior Centers

and Wellness Centers for meals, and groups, or to medical and mental health appointments, and we coordinate with Senior Services to ensure that we are addressing the needs of older adults who may be isolated and struggling with depression.

### **MHSA Supported Housing in anticipation of MHSA reallocation of funding FY 2024/25:**

- 1.) Stabilizing Community members as an alternative to hospitals and incarceration \$2,250,000
  - a.) Supported Housing (purchase of an existing structure like a motel or other structure that could be zoned for commercial use)
  - b.) Telepsychiatry
  - c.) Nursing
  - d.) Therapy
  - e.) Case management
  - f.) Residential caregivers 24/7
  - g.) Transportation
  - h.) Food
  - i.) Medication

## **PREVENTION AND EARLY INTERVENTION**

### **Prevention Programs**

### **ELDER OUTREACH**

To better serve Inyo County’s older adult population, the Elder Outreach Program, our Prevention and Early Intervention (PEI) program is intended to serve at-risk seniors who are experiencing symptoms of depression, prescription drug abuse, isolation, and other conditions of concern for an ageing population. The Elder Outreach Program provides outreach and engagement, early mental health screening, and prevention services to older adults who had been receiving services in the community and through county resources.

This program also trains agency partners to recognize the signs and symptoms of mental illness in older adults.

The Elder Outreach Program funding provides for a behavioral health nurse for screening, referral, and linkage, to services that address medical and mental health needs. support services to prevent the exacerbation of mental health conditions. Prevention and Early Intervention services are voluntary and client-centered, strengths-based, integrating wellness and recovery principles that address both immediate and long-term needs.

The role of the Behavioral Health Nurse is first to provide the initial assessment to potential candidates for prevention services such as the Friendly Visitor Program or Healthy Ideas. A member of the Adult Services team will further involve the Behavioral Health Nurse when intervention may be warranted, especially if any suicidal ideation is noted.

The Behavioral Health Nurse collaborates closely with other agencies that provide services to this population, including In-Home Supportive Services, Adult Protective Services, Eastern Sierra Area Agency on Aging, local physicians, Public Health, nursing homes, home health agencies, and the home delivery meals program. All agencies receive training to help them recognize signs and symptoms of mental illness in older adults.

The Behavioral Health Nurse also provides services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to a Friendly Visitor (see below) or to Behavioral Health for ongoing treatment, as appropriate.

In the past year, outreach visits were made to 48 older adults. This results in a cost of \$567.63 per individual. This strategy again targets the more isolated parts of the county. One Native American and one Hispanic older adult have been served with the remainder being Caucasian.

PEI funding also has allowed us to provide care coordination/case management as additional support to the Older Adult PEI program.

## **UPDATES FOR FY 2023-24**

### **1.) Friendly Visitor (FV) Program**

**Purpose: To provide access and linkage with mental health and other wellness services**

- 1.) Outreach at Senior Centers – Bishop, Lone Pine, Tecopa**
  - a. Ask a Nurse – Two days per month**
  - b. Behavioral health and SUD program reps once a month**
- 2.) Transportation to Wellness Centers for groups**
- 3.) Home visits to bring food or groceries – bring pets,**
- 4.) Dog walking, outings to community events**
- 5.) Knowing what foods optimize health**

The Friendly Visitor program has been implemented to provide prevention services to isolated seniors who have evidenced symptoms of depression and are living alone in the community. The meal delivery staff identify seniors who evidence symptoms of depression and/or anxiety and who might benefit from a visitor. Through the combined efforts of Friendly Visitor volunteers, Wellness Center staff, and Behavioral Health nurses, our intention is to identify elders who may be at risk for developing a mental health condition and link them with services, and to stay connected with existing elder clients whose symptoms need monitoring to ensure optimal functioning.

### **Challenges and Mitigation Efforts**

We continue to struggle with having adequate nursing coverage as well as experiencing other staff turnover in Adult Social Services and the Aging program which makes it challenging to implement evidence-based strategies and measure outcomes consistently to determine efficacy of services. Finding housing for elders who need a higher level of care continues to be a barrier as well, and we are challenged in finding assisted living for elder adults.

### **Annual Projected Cost for PEI/ Friendly Visitor, Elder Outreach**

**FY 2023/24 Annual projected budget      \$149,920**



## **2.) Families Intensive Response Strengthening Team (FIRST)**

This year, we are proposing to identify additional youth in need of full-service partnership (FSP) within our FIRST program. As part of our overall ICHHS Children’s System of Care, the FIRST program employs a Wraparound model in working with families with youth at risk of placement in a high level of out of home placement as well as families in need of intensive services as a means of building upon existing protective factors. Strengths- approaches consider several factors in developing a care plan;

- 1.) Developmental history including trauma and at which points in developments, trauma has occurred
- 2.) Functioning in life domains – We evaluate how well family members are able to manage the stressors of everyday life within family system. We look at functioning in the family in the domains of education, work, physical health, substance use, mental health history, and spiritual life.
- 3.) Existing resources or natural supports – What has worked for the family in terms of managing challenges, changes, and “big T traumas,,” and “little T traumas, which are better explained in the research into complex post-traumatic stress disorder and developmental trauma.
- 4.) Developing intervention strategies and measuring outcomes

FIRST utilizes a multi-disciplinary approach in developing a care plan which includes clinical staff, substance use disorders staff, child -protective services social workers, case managers, Parent Partners, healthcare providers, other advocates such as CASA’s or coaches, teachers, and spiritual mentors. We may include resources from the First Five program as well as other agencies to intensively support the families. As the result of this expansion, we have served families with younger children.

### **FY 2023/26 Annual Projected Cost for FIRST**

**\$300,000**

# PREVENTION AND EARLY INTERVENTION

## Early Intervention Programs for Youth

### UPDATES FOR FY 2023-24

#### **2023/26: Parent-Child Interaction Therapy (PCIT) Community Collaboration**

Our Child and Family Program Chief had been certified to offer Parent-Child Interaction Therapy (PCIT), an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children.

PCIT is a highly effective program and the families show improved outcomes because of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result of the program. We have served seven additional families with this intervention. The approximate cost per family served under PCIT is \$5731.

**FY 2023/24 Annual Projected Cost for PC Care \$10,000**

**Challenges and Mitigation Efforts**

A continuing barrier for Inyo County is the small number of staff and the issues caused when staff vacancies occur. In a small county, all vacancies have an impact on service delivery and strategy implementation.

We have addressed the need for school-based early intervention services through a contract with ICOE and Northstar Counseling Center. The contract provides for counseling services for children and teens who do not meet medical necessity criteria for services with Inyo County Behavioral Health where we serve children with severe mental health challenges. The contract provides for training for youth in Mental Health First Aid with the intention of developing a Youth Peer Support team.

## **PREVENTION AND EARLY INTERVENTION**

### **Suicide Prevention Programs**

PEI Suicide Prevention Program Description and Outcomes FY 2023-24

- 1.) ASIST
- 2.) SafeTalk
- 3.) Know the Signs

ICHHS-BH has participated in funding statewide suicide prevention efforts through CalMHSA. In addition, our Program Chief who has expertise in suicide prevention and crisis intervention has provided crisis intervention training in the County jail, the Juvenile facility and with the schools as well as providing ongoing training to staff in behavioral health.

#### **Significant Changes from Previous Fiscal Year**

In this three-year plan, we will provide crisis de-escalation and suicide prevention training in the ASIST and SafeTalk models to community members, law enforcement, first responders, school counselors and staff, probation staff, SUD program staff, and case managers within the Division of Behavioral Health.

The first of these trainings occurred in November of 2022. We will offer both trainings annually in addition to other trainings intended to build the capacity in the communities of Inyo County to be “the helpers,” and to be available and able to assist those in need of support and crisis intervention.

**FY 2023/24 Annual Projected Budget      \$50,000**

# **PREVENTION AND EARLY INTERVENTION**

## **Stigma Reduction Programs**

PEI Stigma Reduction Program Objectives for FY2022-2025

### **UPDATES FOR FY 2022-23**

- 1.) JEDI Committee - monthly meetings**
- 2.) Community Collaborative meetings once per quarter**
- 3.) Trauma informed communities – Trauma Informed Care training required for all HHS staff**
- 4.) BIPOC Trainings – PESI Online trainings**

### **PEI TOTAL EXPENDITURES FOR FY 2023**

**\$509,520.00**

### **PEI TOTAL EXPENDITURES FOR FY 2021:**

**\$240,500.85**

## INNOVATIONS

### UPDATES FOR FY 2023-24

#### Proposed Project subject to approval from DHCS

**Genesight Testing** – This proposed project would make Genesight testing available to jail inmates and to beneficiaries receiving outpatient psychiatric care.

**Purpose:** The purpose of Genesight testing would be to match genetic profiles and psychotropic medications to determine efficacy according to genetic profiles. This test would provide a more accurate way of identifying which medications are likely to be most effective in the treatment of symptoms of mental health disorders.

This may be particularly valuable in ensuring the medication will be safe and effective for clients who have been substance-involved for long periods of time. Test kits include cheek swabs, laboratory processing and comprehensive results.

**How it works:** The inside of the patient's cheek is swabbed by a behavioral health nurse, put into a sterile tube and sent to Genesight's lab to determine genetic profile and best genetic match for medications.

**Cost:** No cost for Medi-Cal beneficiaries or to individuals making less than \$14,000 per year.

# WORKFORCE EDUCATION AND TRAINING

WET Program – Training for FY 2023/2025

## UPDATES FOR FY 2023-24

1.) ASIST and Safetalk funded by WET	\$24,000
2.) Promotora Training for Inyo Community Members	\$20,000
3.) Polyvagal Theory and Clinical Applications	\$20,000
4.) EMDR/SE trauma training?	\$50,000
5.) BIPOC training	\$10,000
6.) PC Care	\$1,000

**Total Projected Expenditures** **\$125,000**

## Workforce Education and Training (WET) Coordination

When the original WET Plan was approved, ICHHS as a whole developed several contracts and strategies with various learning providers to deliver a broad range of trainings to benefit the workforce. In a small rural isolated community, offering training for community members to become Peer Support staff, Parent Partners (Promotores), and to provide basic crisis response makes sense. Training topics include a broad range of family engagement, child and family teaming, motivational interviewing, and delivering comprehensive services for promoting wellness and recovery. Team building and transformational change has also been a focus of our trainings that include community partners and other County agencies.

## Fundamental Learning Program

Our training partners include *Relias*, an online training system, which offers courses in confidentiality, ethics, and regulations, as well as an array of continuing education courses for CE credit for behavioral health professionals, nursing staff, and substance use disorders staff.

## Challenges and Mitigation Efforts

- Inyo County Behavioral Health Services continues to be challenged in recruiting bilingual staff.
- Inyo County Behavioral Health Services continues to be challenged in the hiring of our licensed psychotherapy staff and behavioral health nurses.
- Inyo County Behavioral Health Services continues to be challenged in providing psychiatry services.

Mitigation efforts include contracting for telehealth providers for psychotherapy and for psychiatry, and aggressive recruiting at universities for interns and practicum students.

# Revenue and Expenditure Report for FY 2022

HEALTH AND HUMAN SERVICES AGENCY

DHCS 1822 F (02/19)

Annual Mental Health Services Act (MHSA) Revenue and Expenditure Report

Fiscal Year: 2020-2021

Workforce Education and Training (WET) Summary Worksheet

County:

Date:

## SECTION ONE

	A	B	C	D	E	F
	Total MHSA Funds (Including Interest)	Medi-Cal FFP	1991 Realignment	Behavioral Health Subaccount	Other	Grand Total
1 WET Annual Planning Costs	\$0.00					\$0.00
2 WET Evaluation Costs						\$0.00
3 WET Administration Costs	\$0.00					\$0.00
4 WET Funds Transferred to JPA						\$0.00
5 WET Expenditures Incurred by JPA						\$0.00
6 WET Program Expenditures	\$6,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,350.00
7 Total WET Expenditures (Excluding Transfers to JPA)	\$6,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,350.00

## SECTION TWO

#	A	B	C	D	E	F	G	H
	County Code	Funding Category	Total MHSA Funds (Including Interest)	Medi-Cal FFP	1991 Realignment	Behavioral Health Subaccount	Other	Grand Total
8		Workforce Staffing						\$0.00
9	14	Training/Technical Assistance	\$6,350.00					\$6,350.00
10		Mental Health Career Pathways						\$0.00
11		Residency/Internship						\$0.00
12		Financial Incentive						\$0.00



## CAPITAL FACILITIES/TECHNOLOGY

Capital Facilities and Technology Projects FY 2022/25 –

### UPDATES FOR FY 2023-24

1. Electronic Health Record upgrade to Credible – Implemented January 2023
2. Wellness Center and progress House structural improvements
3. Preliminary planning for MHSA Modernization

Because of the anticipated changes to MHSA beginning in 2024, 35% of our total MHSA allocation must be reserved for housing and comprehensive treatment.

The total budget for MHSA modernization for Inyo County could range between \$748,042.00 and \$1,053,344 for the duration of the Three-Year Plan



# 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

August 15, 2023

Reference ID:  
2023-3617

### Mono County ESAAA Contract Amendment No. 1 Health & Human Services - ESAAA ACTION REQUIRED

#### ITEM SUBMITTED BY

Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

#### RECOMMENDED ACTION:

Ratify and approve Amendment No. 1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, to recognize additional funding in an amount not to exceed \$60,136.00 for the period beginning July 1, 2022 through December 31, 2023, and not exceeding the total four-year contract amount of \$660,136.00 for the period of July 1, 2020 through June 30, 2024.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This contract amendment comes before your Board with revisions to expand the scope of work and schedule of fees to include additional Older Adults Recovery and Resilience (OARR) funding received by the program that must be expended between July 1, 2022 through December 31, 2023. The contractor is providing services for older adults through our ESAAA program and their expertise will continue to be utilized for the benefit of our senior citizens. This funding specifically is focused on providing intergenerational activities with the goal of connecting older adults with children, youth, and adults.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (California Department of Aging)	<b>Budget Unit</b>	683000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5539
<b>Recurrence</b>	Ongoing Expenditures		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Board could choose not to approve this request. This is not recommended as this could result in Mono County invoicing for an amount that is higher than the actual allocation available.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

California Department of Aging and Mono County

**ATTACHMENTS:**

1. Mono County ESAAA Amendment No. 1

**APPROVALS:**

Marilyn Mann	Created/Initiated - 3/13/2023
Darcy Ellis	Approved - 3/14/2023
Marilyn Mann	Approved - 3/28/2023
Darcia Blackdeer-Lent	Approved - 7/21/2023
Melissa Best-Baker	Approved - 8/1/2023
John Vallejo	Approved - 8/1/2023
Amy Shepherd	Approved - 8/1/2023
Marilyn Mann	Approved - 8/1/2023
Nate Greenberg	Final Approval - 8/7/2023

**AMENDMENT NUMBER ONE (1) TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**THE COUNTY OF MONO**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and the County of Mono \_\_\_\_\_, of Bridgeport, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 16, 2021, on County of Inyo Standard Contract No. 116, for the term from July 1, 2020 to June 30, 2024.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

See Attached.

The effective date of this Amendment to the Agreement is June 1, 2023.

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

AMENDMENT NUMBER ONE (1) TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE COUNTY OF MONO  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

1st IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF August, 2023

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By:   
Rhonda Duggan (Aug 2, 2023 12:42 PDT)

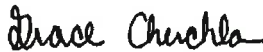
Signature

Rhonda Duggan

Type or Print

Dated: Aug 2, 2023

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

- SECTION 3(D), LIMIT ON AMOUNT PAYABLE UNDER AGREEMENT, is amended as follows:

The “contract limit,” as that term is used in Section 3(D), shall be amended from \$600,000 to \$660,136.00

- ATTACHMENT A, SCOPE OF WORK, is amended to add the following language to the end of Attachment A:

During FY 2022/2023 and FY 2023/2024, with the additional OARR funding, CONTRACTOR shall expand existing services that will be utilized for Intergenerational activities to support the goal of connecting older adults with children, youth, and adults through (OCNP) Older Californians Nutrition Program and Intergenerational Activities.

Before initiating expanded services, CONTRACTOR shall provide a plan to the COUNTY that clearly outlines how services provided with OARR/ OCNP funding will expand current services offered under the original terms of the contract to include Intergenerational Nutrition Activities.

The expansion may include but is not limited to the following:

- Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children.
- Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational socialization among the participants.
- Planning, development, or implementation of intergenerational cooking demonstrations or classes to support healthy eating habits.
- Planning, development, or implementation of a shared garden site(s) and intergenerational gardening activities and nutrition education.
- Virtual or in-person lunch companion for OCNP participants to socialize with children, youths, or adults while enjoying a meal.
- Virtual or in-person intergenerational social activities related to the OCNP.

CONTRACTOR shall comply with program monitoring by ESAAA staff as required by the State, or otherwise determined, that includes distinct reporting of expanded services funded with OARR.

Contractor shall submit monthly to County an invoice reflecting allowable expenses incurred by its staff in providing those services:

- Supplies or equipment
- The service units (meals) and unduplicated client count for congregate (C-1) and homedelivered (C-2) meals provided to OCNP clients using OARR funds.
- The service units and estimated participant count for meals provided to intergenerational participants who are ineligible for OCNP meals.

Contractor’s invoices shall not exceed \$60,136.00 annually for year 2023.

Funding for Expanded OARR/OCNP Services is separate from all other Title IIIC/Area Plan funding. Nothing in this amendment is intended to impact or alter the existing provisions in the Schedule of Fees as they pertain to Title IIIC/Area Plan funds.

# *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 16<sup>th</sup> day of February 2021 an order was duly made and entered as follows:

*HHS-ESAAA –  
Mono County  
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Totheroh to ratify and approve the contract with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the amount of \$600,000 for the period of July 1, 2020 through June 30, 2021, and negotiable for a maximum of three additional fiscal year (one-year) periods, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16<sup>th</sup>  
Day of February, 2021



CLINT G. QUILTER  
Clerk of the Board of Supervisors

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

By: \_\_\_\_\_

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: HHS DATE: March 2, 2021



**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO  
FOR THE PROVISION OF SENIOR SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Community-Based Senior services of Mono County Social Services of the County of Mono (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 Marilyn Mann, whose title is Director of Health and Human Services. 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. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from July 1, 2020 to June 30, 2021 unless sooner terminated as provided below. In addition, County shall have three options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2021 through June 30, 2022
- b. From July 1, 2022 through June 30, 2023
- c. From July 1, 2023 through June 30, 2024

County may 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 as stated in this Agreement.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor for the services and work described in Attachment A to be performed by Contractor at the County's request as follows:

Each year, Inyo County receives money from the California Department of Aging (CDA) to fund services provided in Program Service Area (PSA) 16. PSA 16 includes Inyo and Mono Counties. Funds are disbursed from the CDA to Inyo County, and Inyo County passes a certain percentage of the funds on to Mono County. The percentages to be passed on to Mono County are dictated by the PSA 16 Area Plan that is developed and approved by the Eastern Sierra Agency on Aging, the Inyo County Board of Supervisors, and the CDA. Pursuant to the current PSA 16 Area

Plan, the percentages for each service area to be disbursed to Mono County are (these percentages may change with Area Plan updates within the term of the contract):

IIIB Supportive Services: Assisted Transportation - 20% of funds received from CDA  
IIIB Supportive Services: Transportation - 14% of funds received from CDA  
C1 Congregate Meals - 16% of funds received from CDA  
C2 Home Delivered Meals - 20% of funds received from CDA

The parties understand that the exact dollar amount that Inyo County will pay to Mono County under this contract is dependent upon the allocations that Inyo County receives each fiscal year from the CDA. However, the exact dollar amounts shall be dictated by the percentages set forth above.

The parties agree and understand that the CDA releases its annual allocations on or about April of each year, that the CDA releases one-time-only (OTO) monies and/or adjustments on or about September of each year, and that the CDA may be releasing special COVID-19 response monies. The parties agree that all three types of allocations shall be distributed between and Inyo and Mono Counties pursuant to the percentages set forth above. In order to receive its percentage of the CDA allocations, Mono County will submit an Area Plan Budget (CDA 122) to Inyo County each fiscal year within 30 days of Inyo County's receipt of allocations, as required by the CDA.

Inyo County expressly reserves the right to deny any payment or reimbursement requested by Mono County for services or work performed which is in excess of the contract limit.

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 Inyo County to Mono County for services and work performed under for all terms of this Agreement shall not exceed six hundred thousand dollars (\$600,000.00).

E. Billing and payment. Contractor will also submit an invoice for the actual monthly expenditures and County of Inyo will reimburse based on the actual expenditures. The monthly invoice shall be submitted by Contractor to County of Inyo by the 20th of the month for services delivered in the previous month, and shall be paid by County of Inyo by the end of the month after the invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.

Contractor will also provide a monthly summary of service activity by the 10th of the following month in the categories in the categories specified in the PSA 16 Area Plan. The monthly summary shall identify units of service provided in each category according to administrative requirements specified by the County. Payment will be conditioned on monthly submission of these service activity reports.

Contractor will submit, as required by the CDA, the Financial Closeout Report (CDA 180) within 25 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.

Budgets, invoices, service activity reports and close-out reports shall be submitted to Inyo County Health & Human Services, P.O. Drawer A, Independence, CA 93526 or by electronic means specified by the County of Inyo.

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, 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, ET CETERA.**

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

#### **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. 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.

## **10. DEFENSE AND INDEMNIFICATION.**

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

## **11. 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, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

**12. 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, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo  
Health and Human Services  
PO Drawer H  
Independence, CA

Contractor:  
County of Mono Social Services  
PO Box 576  
Bridgeport, CA

**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.

////

////

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO  
FOR THE PROVISION OF SENIOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 2nd DAY OF May, 2021.

**COUNTY OF INYO**

By:   
Signature

Jeff Griffiths  
Print or Type Name

Dated: 03-02-2021

**CONTRACTOR**

By:   
Signature

Jennifer Kreitz  
Print or Type Name

Dated: Feb 4, 2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel



County Counsel

  
Stacey Simon (Feb 4, 2021 16:23 PST)

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor


APPROVED AS TO INSURANCE REQUIREMENTS:

  
Jacob Sloane (Feb 4, 2021 09:50 PST)  
County Risk Manager

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO  
FOR THE PROVISION OF SENIOR SERVICES**

**TERM:**

**FROM: July 1, 2020**

**TO: June 30, 2021**

**SCOPE OF WORK:**

Contractor will provide the senior services identified in the most current PSA 16 Area Plan (i.e. Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation) within Mono County according to the requirements of the statutory provisions of the Title III and Title IV Programs [OAA 306] in accordance with State and federal laws and regulations. A copy of the PSA 16 Area Plan is incorporated herein by reference.

Contractor will provide a monthly summary of service activity by the 10th of the following month for Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation in terms of identified units of service according to administrative requirements specified by the County.

Contractor will participate in annual monitoring for program and fiscal activities. Contractor will provide a copy of their County Single Audit by April 15 each year.

**ATTACHMENT B**

County of Inyo Modified Contract  
with Mono County for Senior Services

Page 9

10/12/2020

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO  
FOR THE PROVISION OF SENIOR SERVICES**

**TERM:**

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

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment B: Insurance Requirements for Professional Services**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, 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 Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **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 Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **Notice of Cancellation**

## **Attachment B: Insurance Requirements for Professional Services**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

### **Waiver of Subrogation**

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

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

### **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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

## **Attachment B: Insurance Requirements for Professional Services**

### **Special Risks or Circumstances**

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

-end-



# 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

August 15, 2023

Reference ID:  
2023-4020

### United States Geological Survey Joint Funding Agreement Planning Department ACTION REQUIRED

**ITEM SUBMITTED BY**

Cathreen Richards, Planning Director

**ITEM PRESENTED BY**

Cathreen Richards, Planning Director

**RECOMMENDED ACTION:**

Approve the Joint Funding Agreement with the U.S. Geological Survey for wells and springs monitoring in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2023 through September 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County Nevada. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. The USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings are re-initiated in the future, the data will provide greater clarity about the groundwater link between the proposed Repository site and Inyo County. The County has been participating in the monitoring of the Amargosa Well network for many years, and the Joint Funding Agreement (JFA) between the County and USGS will expire September 30, 2023. County staff has coordinated with USGS to prepare the attached new JFA to continue the County's participation in the monitoring program. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund / Yucca Mountain Respository	<b>Budget Unit</b>	620605
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			

<b>Future Fiscal Year Impacts</b>
<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not approve the Joint Funding Agreement. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. USGS Joint Funding Agreement

**APPROVALS:**

Cathreen Richards	Created/Initiated - 7/26/2023
Darcy Ellis	Approved - 7/26/2023
John Vallejo	Approved - 8/10/2023
Amy Shepherd	Approved - 8/10/2023
Cathreen Richards	Approved - 8/10/2023
Nate Greenberg	Final Approval - 8/10/2023



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Nevada Water Science Center  
2730 N Deer Run Rd., Suite 3  
Carson City, NV 89701

July 25, 2023

Jennifer Roeser, Chairperson  
Inyo County, Board of Supervisors  
C/o Yucca Repository Assessment Office  
P.O. Drawer L  
Independence, CA 93526

Dear Ms. Roeser:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is \$8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2023 - September 30, 2024. Pending availability of Cooperative Matching Funds, we will contribute \$6,026.

If you approve this work and the funding required, please sign the attached joint funding agreement and return a scanned copy to [NVFinance@usgs.gov](mailto:NVFinance@usgs.gov). Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Geoffrey Moret by phone number (702) 294-6038 or email [gmoret@usgs.gov](mailto:gmoret@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Helen Houston at phone number (775) 887-7655 or email at [hhouston@usgs.gov](mailto:hhouston@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

JILL  
FRANKFORTER

Digitally signed by  
JILL FRANKFORTER  
Date: 2023.07.25  
10:09:21 -07'00'

Jill D. Frankforter  
Center Director

Enclosure  
24ZJFA00108 (2)



**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 6000001003  
Agreement #: 24ZJJFA00108  
Project #: ZJ00EBM  
TIN #: 95-6005445**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo (Yucca Mountain Repository) party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$6,026 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$8,000 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 6000001003  
Agreement #: 24ZJFA00108  
Project #: ZJ00EBM  
TIN #: 95-6005445

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Geoffrey Moret  
Chief, Southern NV Studies Section  
Address: 500 Date Street  
Boulder City, NV 89005  
Telephone: (702) 294-6038  
Fax: (702) 294-7858  
Email: gmoret@usgs.gov

Customer Technical Point of Contact

Name: Catherine Richards  
Planning Director  
Address: C/O Yucca Repository Assessment  
Office P.O. Drawer L  
Independence, CA 93526  
Telephone: (760) 878-0447  
Fax:  
Email: crichards@inyocounty.us

USGS Billing Point of Contact

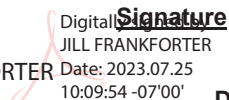
Name: Helen Houston  
Budget Analyst  
Address: 2730 N. Deer Run Road Suite 3  
Carson City, NV 89701  
Telephone: (775) 887-7655  
Fax: (775) 887-7602  
Email: hhouston@usgs.gov

Customer Billing Point of Contact

Name: Paula Riesen  
Project Coordinator  
Address: Yucca Mtn. Repository Assessment  
Office PO Drawer L  
Independence, CA 93526  
Telephone: (760) 878-0263  
Fax:  
Email: inyoplanning@inyocounty.us

U.S. Geological Survey  
United States  
Department of Interior

County of Inyo (Yucca Mountain Repository)

  
JILL FRANKFORTER  
Date: 2023.07.25 10:09:54 -07'00'  
By \_\_\_\_\_ Date: 7/25/2023  
Name: Jill D. Frankforter  
Title: Director

Signatures  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Jennifer Roeser  
Title: Chairperson

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

24ZJJFA00108

**USGS Nevada Water Science Center**

2730 N. Deer Run Road, Suite 3  
Carson City, NV 89701  
Fax: 775-887-7629  
DUNS: 178930541

**County of Inyo, California**

Yucca Mountain Repository Assessment Office  
PO Drawer L  
Independence, CA 93526  
Phone: 760-878-0263  
Fax: 760-878-0382  
TID: 95-6000545  
DUNS: 010706687

**Technical Contact**

Geoff Moret  
702-293-6038  
gmoret@usgs.gov

**Technical Contact**

Catherine Richards, Planning Director  
760-878-0447  
crichards@inyocounty.us

**Executive Contact**

Jill D. Frankforter, Director  
775-887-7658

**Executive Contact**

Jennifer Roeser, Chairperson  
760-878-0268

**Billing Contact**

Helen Houston, Budget Analyst  
775-887-7655  
NVFinance@usgs.gov

**Billing Contact**

Paula Riesen, Project Coordinator  
760-878-0263  
inyoplanning@inyocounty.us

Any updates to contact information can be submitted to NVFinance@usgs.gov.



# 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

August 15, 2023

Reference ID:  
2023-4036

### Plans and Specifications for the Big Pine Animal Shelter Construction Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Nolan Ferguson, Assistant Engineer

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Approve the plans and specifications for the Big Pine Animal Shelter Project and authorize the Public Works Director to advertise the project.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This project encompasses the construction of a 40'x40' metal building for housing animals as well as animal shelter staff.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	011501
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5640
<b>Recurrence</b>	Ongoing expenditure through project completion		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Plans and Specifications, which would result in a further delay of the project.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

1. Phase 1 Plans

**APPROVALS:**

Nolan Ferguson	Created/Initiated - 7/31/2023
Darcy Ellis	Approved - 7/31/2023
Nolan Ferguson	Approved - 8/2/2023
Breanne Nelums	Approved - 8/2/2023
Michael Errante	Approved - 8/2/2023
John Vallejo	Approved - 8/2/2023
Amy Shepherd	Approved - 8/9/2023
Nate Greenberg	Final Approval - 8/10/2023










**SHEET INDEX**

1. TITLE SHEET
2. DETAILS & TYPICAL CROSS SECTION
3. GRADING PLAN
4. UTILITY & LANDSCAPE PLAN
5. FLOOR PLAN
6. SHELTER DRAINAGE & PLUMBING PLAN
7. ELECTRICAL & HVAC PLAN
8. ELEVATIONS
9. POTABLE WATER

**GENERAL NOTES:**

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS, EITHER SPECIFIED OR INFERRED, BUT NOT ITEMIZED IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. CONSTRUCTION TRAFFIC CONTROL SHALL CONFORM TO THE CURRENT VERSION OF THE CALIFORNIA M.U.T.C.D. AND THE PROJECT SPECIAL PROVISIONS. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE COUNTY OF INYO.
4. THE CONTRACTOR SHALL MAINTAIN AND PROTECT ALL EXISTING DRAINAGE FACILITIES AND STORM WATER CONVEYANCES WITHIN THE CONSTRUCTION AREA AT ALL TIMES.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF.
6. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS AS WELL AS THE CALIFORNIA STANDARD PLANS AND SPECIFICATIONS DATED MAY 2006 (INCLUDING ALL AMENDMENTS), THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, CALIFORNIA BUILDING CODE (CBC) MOST RECENT REVISION.
7. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.
8. ALL CONSTRUCTION SHALL BE PERFORMED IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY REGULATIONS. THE CONTRACTOR SHALL MAINTAIN AN ONGOING DUST CONTROL PROGRAM USING THE APPLICATION OF WATER AND/OR DUST PALLIATIVE.
9. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS AND APPROVALS. SIGNATURES BY THE COUNTY ENGINEER AND/OR THE PUBLIC WORKS DIRECTOR ON THESE PLANS DO NOT IMPLY THAT OTHER REQUIRED APPROVALS HAVE BEEN OBTAINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED APPROVALS AND PERMITS.
10. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE ENGINEER AND RECORDED ON CONTRACTOR AS-BUILT DRAWINGS.
11. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF PROPER PROJECT SHORING OF TRENCHES IN ACCORDANCE WITH OCCUPATIONAL SAFETY LAWS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON, OR NEAR THE CONSTRUCTION SITE.
12. THE LOCATION OF UTILITIES SHOWN ON THESE PLANS IS APPROXIMATE, AND IS FOR INFORMATIONAL PURPOSES ONLY. THERE IS THE POTENTIAL FOR ADDITIONAL UTILITIES THAT ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ABSENCE OF UTILITIES PRIOR TO PERFORMING ANY ACTIVITIES THAT HAVE THE POTENTIAL FOR DISTURBING THE SUBSURFACE, AND FOR NOTIFYING UNDERGROUND SERVICE ALERT PRIOR TO STARTING WORK.
13. CONTRACTOR TO PROVIDE BUILDING AND FOOTING PLANS SIGNED AND STAMPED BY A LICENSED CIVIL OR STRUCTURAL ENGINEER, ENGINEERING CERTIFICATIONS, ENERGY CALCULATIONS, ELECTRICAL LOAD CALCULATIONS OR ANY OTHER REQUESTED CONSTRUCTION INFORMATION TO THE COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO CONSTRUCTION.
14. BUILDING SHALL CONFORM TO ALL TITLE 24, CALIFORNIA BUILDING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA FIRE CODE, AND ANY OTHER APPLICABLE CODES AND/OR REGULATIONS.
15. CONTRACTOR SHALL SUBMIT ALL REQUIRED DOCUMENTS AND/OR APPLICATIONS TO THE GREAT BASIN AIR POLLUTION CONTROL DISTRICT FOR THE AUTHORITY TO CONSTRUCT REQUIRED BY THE DISTRICT.

**LEGEND**

	FLOW LINE		GAS
	WATER		CONCRETE
	WATER VALVE		HMA PAVING
	SEWER		CONTOUR AND ELEVATION
	UNDERGROUND TELEPHONE		FENCE



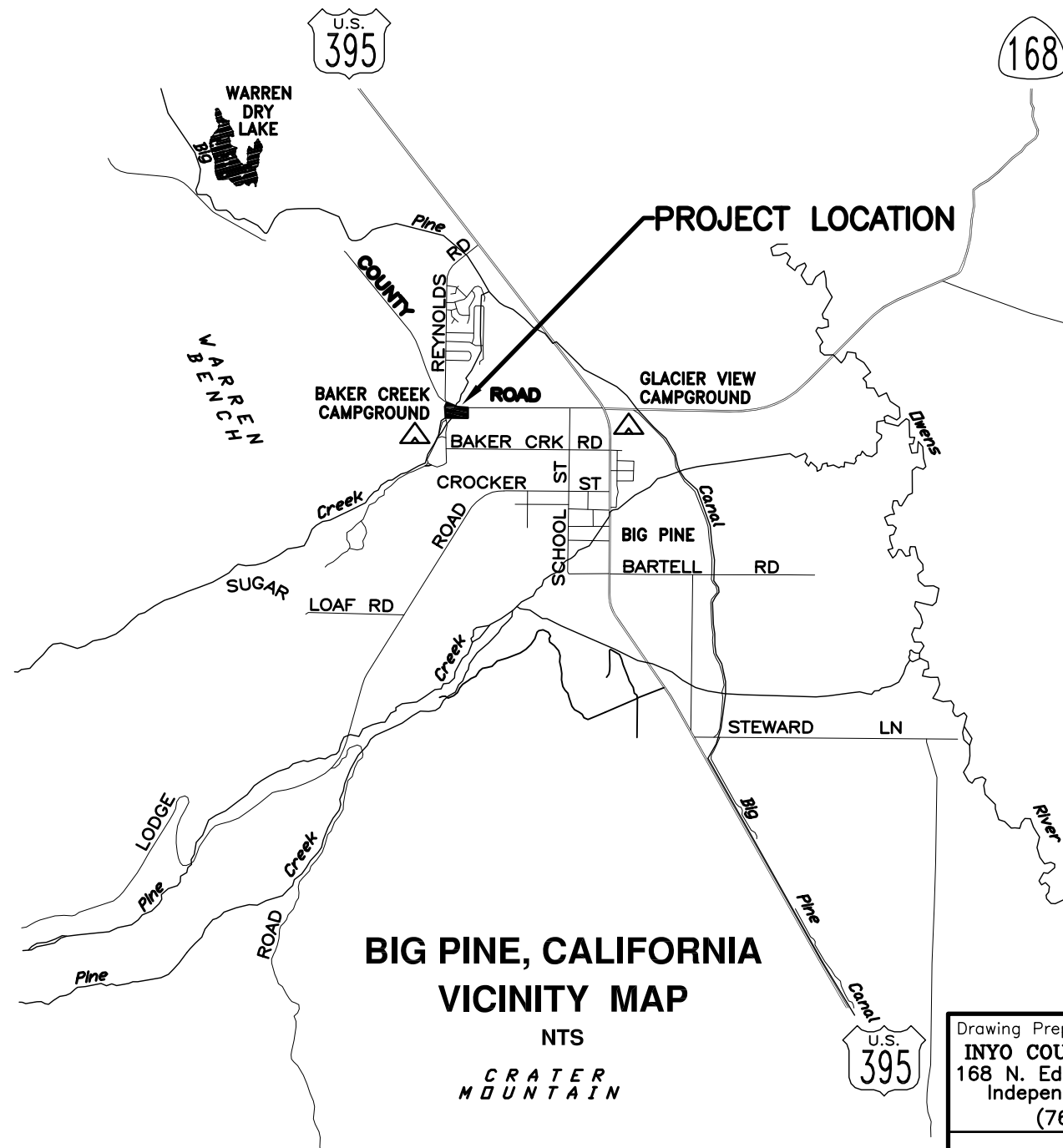
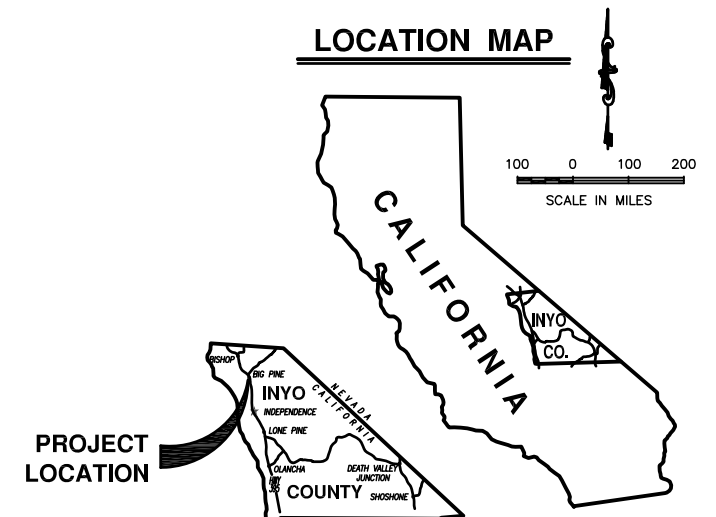
**COUNTY OF INYO**

DEPARTMENT OF PUBLIC WORKS

**COUNTY OF INYO ANIMAL SHELTER PROJECT  
1001 COUNTY ROAD, BIG PINE, CA**

TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS, SPECIFICATIONS DATED 2018 (INCLUDING ALL AMENDMENTS), THE COUNTY OF INYO STANDARD SPECIFICATIONS, THE ADA STANDARDS FOR ACCESSIBLE DESIGN DATED 2010.

**LOCATION MAP**



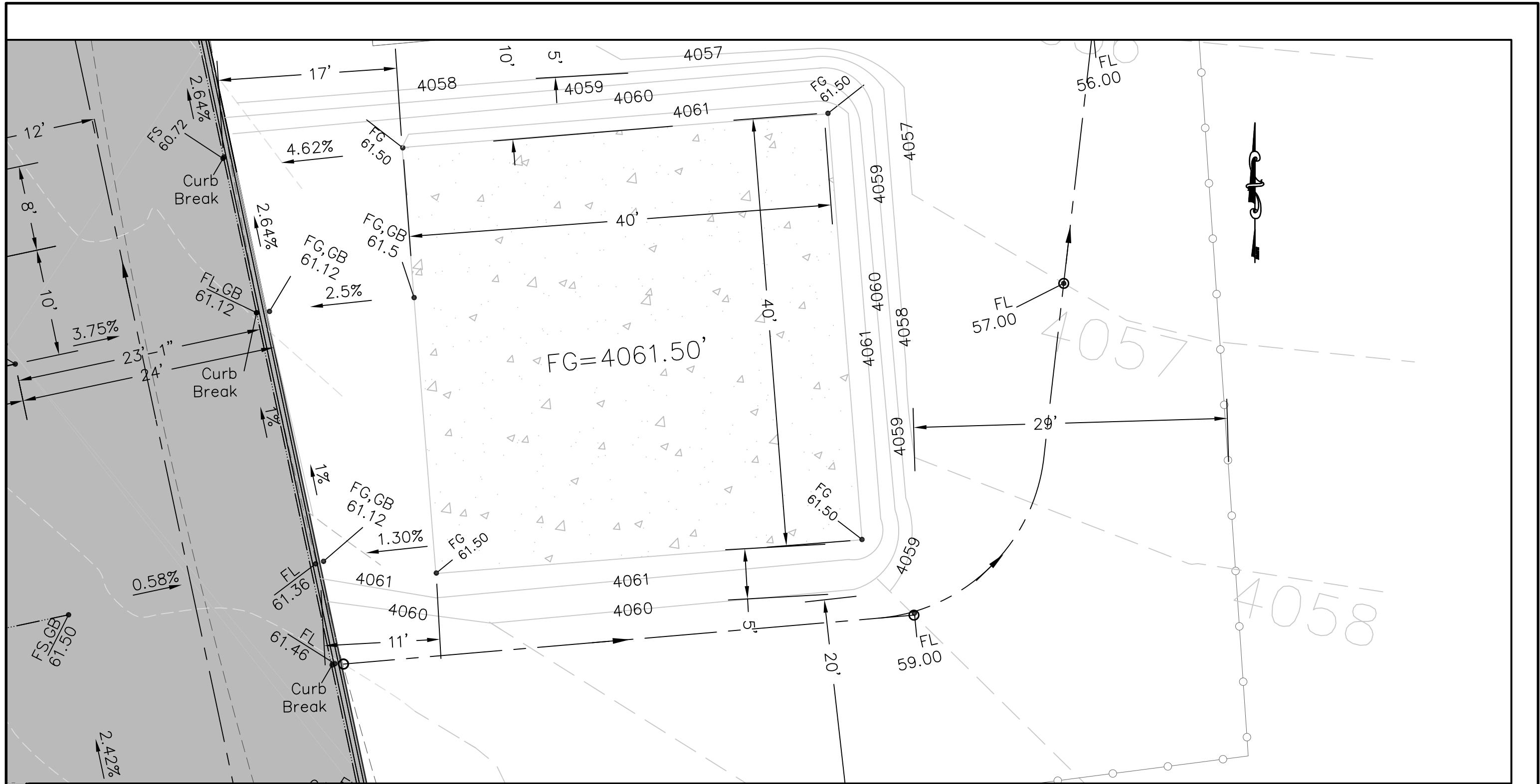
**BIG PINE, CALIFORNIA  
VICINITY MAP**

NTS

CRATER MOUNTAIN

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		<b>COUNTY OF INYO ANIMAL SHELTER PROJECT</b> 1001 COUNTY ROAD, BIG PINE, CA BIGPINE	
Date: 5/10/2023	Drawing Name: ANIMALSHELTER	SHEET 1 OF 9	





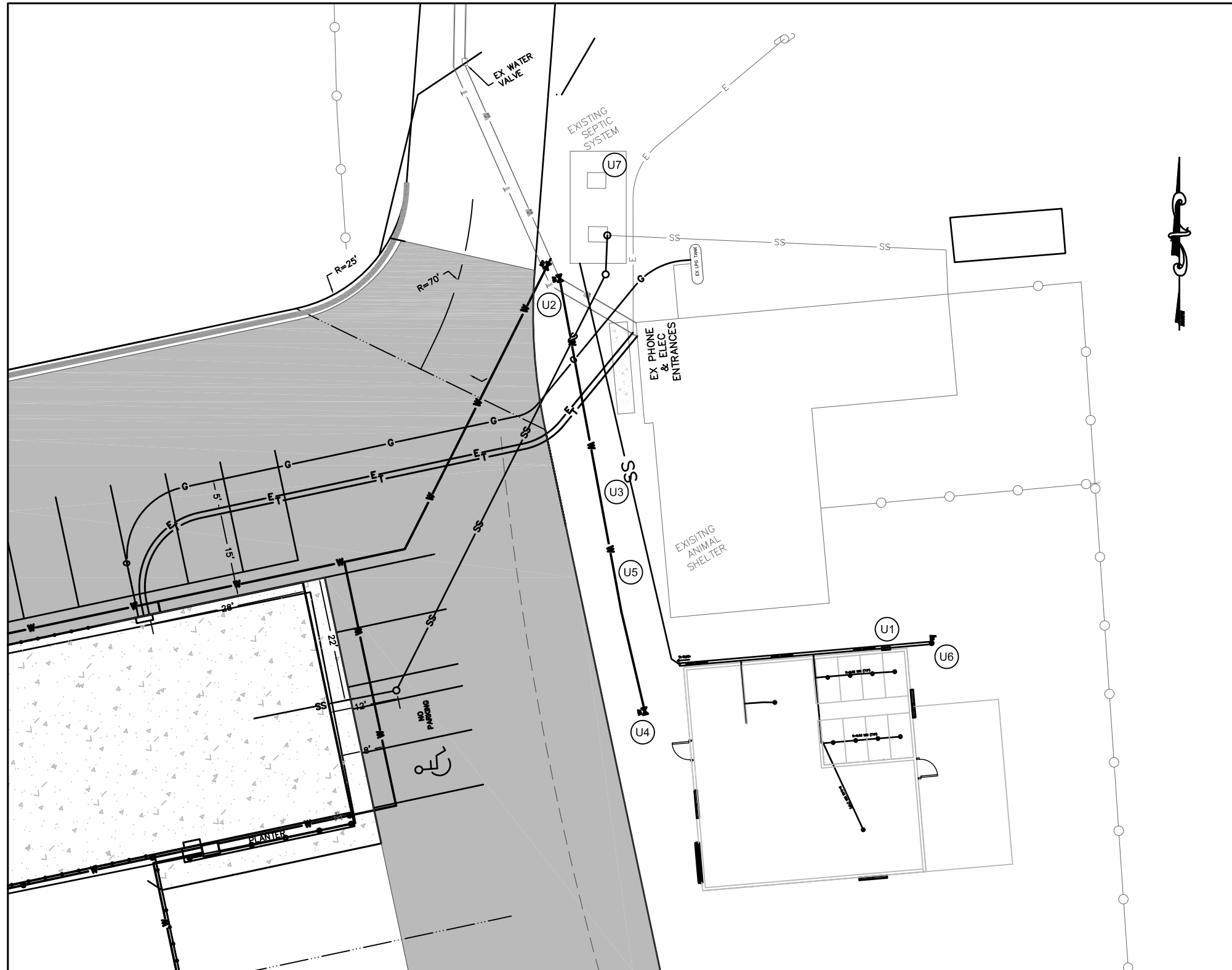
 Existing Fence  
 Elevation Lines

Drawing Prepared by:  
**INYO COUNTY PUBLIC WORKS**  
 168 N. Edwards, P.O. Drawer Q  
 Independence, CA 93526  
 (760) 878-0201

**COUNTY OF INYO**  
**ANIMAL SHELTER PROJECT**  
 1001 COUNTY ROAD, BIG PINE, CA  
 BIGPINE

Date: 5/10/2023  
 Drawing Name: ANIMALSHELTER  
**SHEET 3 OF 9**





## UTILITY NOTES

- U1 INSTALL 200A ELECTRICAL SERVICE ENTRANCE.
- U2 CONNECT TO EXISTING 1" WATER LATERAL.
- U3 INSTALL 1" SCH 40 PVC WATER LATERAL PER TYPICAL TRENCH DETAIL ON.
- U4 INSTALL 1" BALL VALVE AND TRAFFIC RATED VALVE BOX.
- U5 INSTALL 6" SDR-35 SEWER PIPE PER TRENCH DETAIL ON SHEET 2.
- U6 INSTALL 6" SEWER CLEAN OUT WITH TRAFFIC RATED LID PER DETAIL.
- U7 CONNECT TO EXISTING SEPTIC SYSTEM

-BUILDING IS APPROXIMATELY 75 FEET FROM THE SEPTIC AND WATER TIE IN.

Drawing Prepared by:  
**INYO COUNTY PUBLIC WORKS**  
 168 N. Edwards, P.O. Drawer Q  
 Independence, CA 93526  
 (760) 878-0201

**COUNTY OF INYO**  
**ANIMAL SHELTER PROJECT**  
 1001 COUNTY ROAD, BIG PINE, CA

BIGPINE

Date:  
 5/10/2023

Drawing Name:  
 ANIMALSHELTER

**SHEET 4 OF 9**

## DOOR SCHEDULE

(D1) 3'-0" x 6'-8" EXTERIOR DOOR, COMMERCIAL DUTY

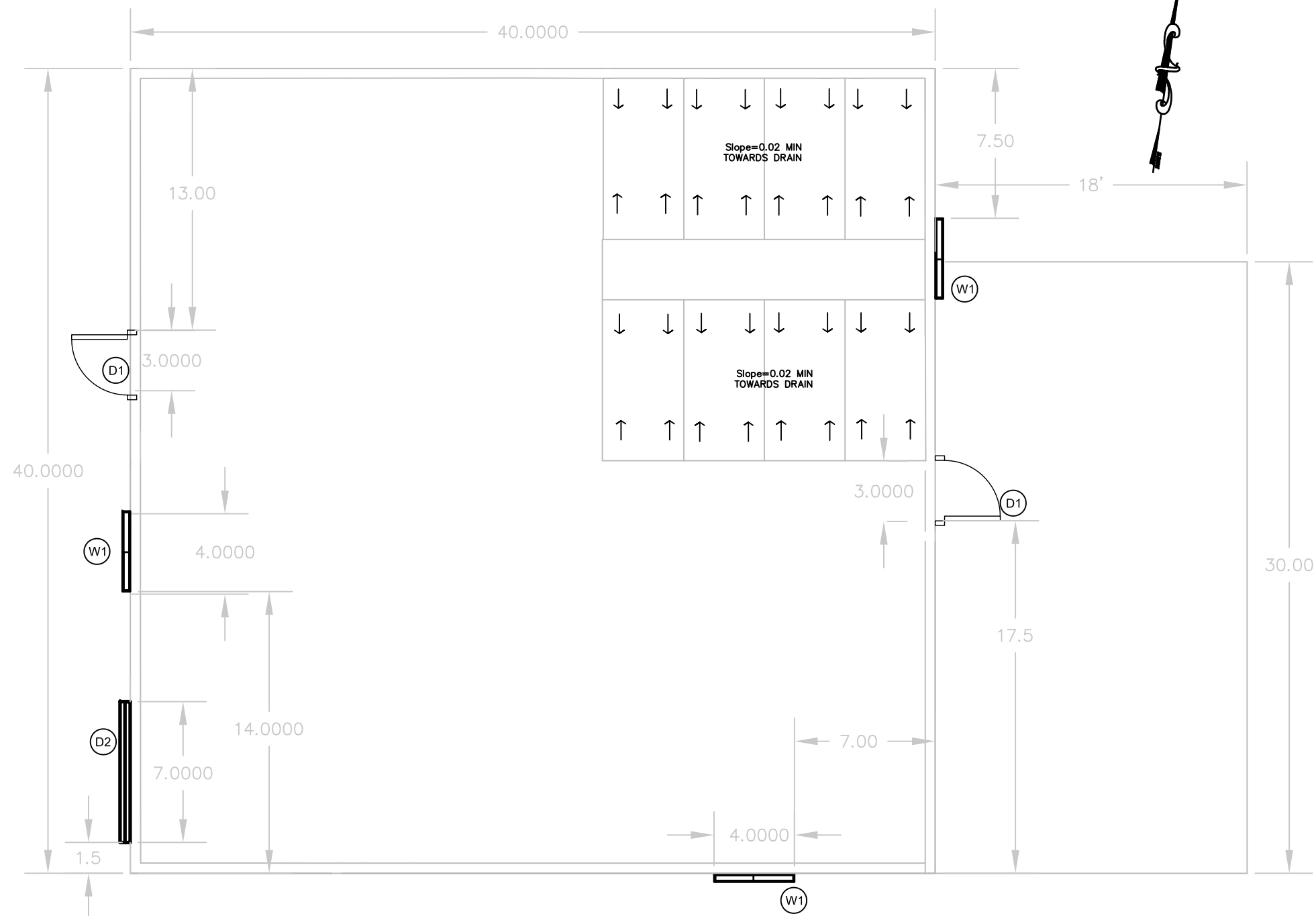
(D2) 7'-0" x 7'-0" ROLL UP DOOR

## WINDOW SCHEDULE

(W1) 48" x 48" DOUBLE PAINED SINGLE SLIDER

## BUILDING NOTES

1. BUILDING SHALL CONFORM TO THE CALIFORNIA BUILDING CODE, MOST RECENT EDITION, AS WELL AS THE MOST RECENT EDITION OF THE ADA REGULATIONS.
2. RESTROOM SHALL CONFORM TO ADA REGULATIONS.
3. ALL DOORS SHALL HAVE DOOR CLOSERS COMPLIANT WITH ADA AND CBC REGULATIONS. ALL DOORS SHALL HAVE HARDWARE CONFORMING TO ADA REGULATIONS.
4. ALL WINDOWS TO HAVE REMOVABLE SCREENS.
5. CONTRACTOR SHALL SUBMIT DATASHEETS FOR ALL PRODUCTS USED.



Drawing Prepared by:  
**INYO COUNTY PUBLIC WORKS**  
 168 N. Edwards, P.O. Drawer Q  
 Independence, CA 93526  
 (760) 878-0201

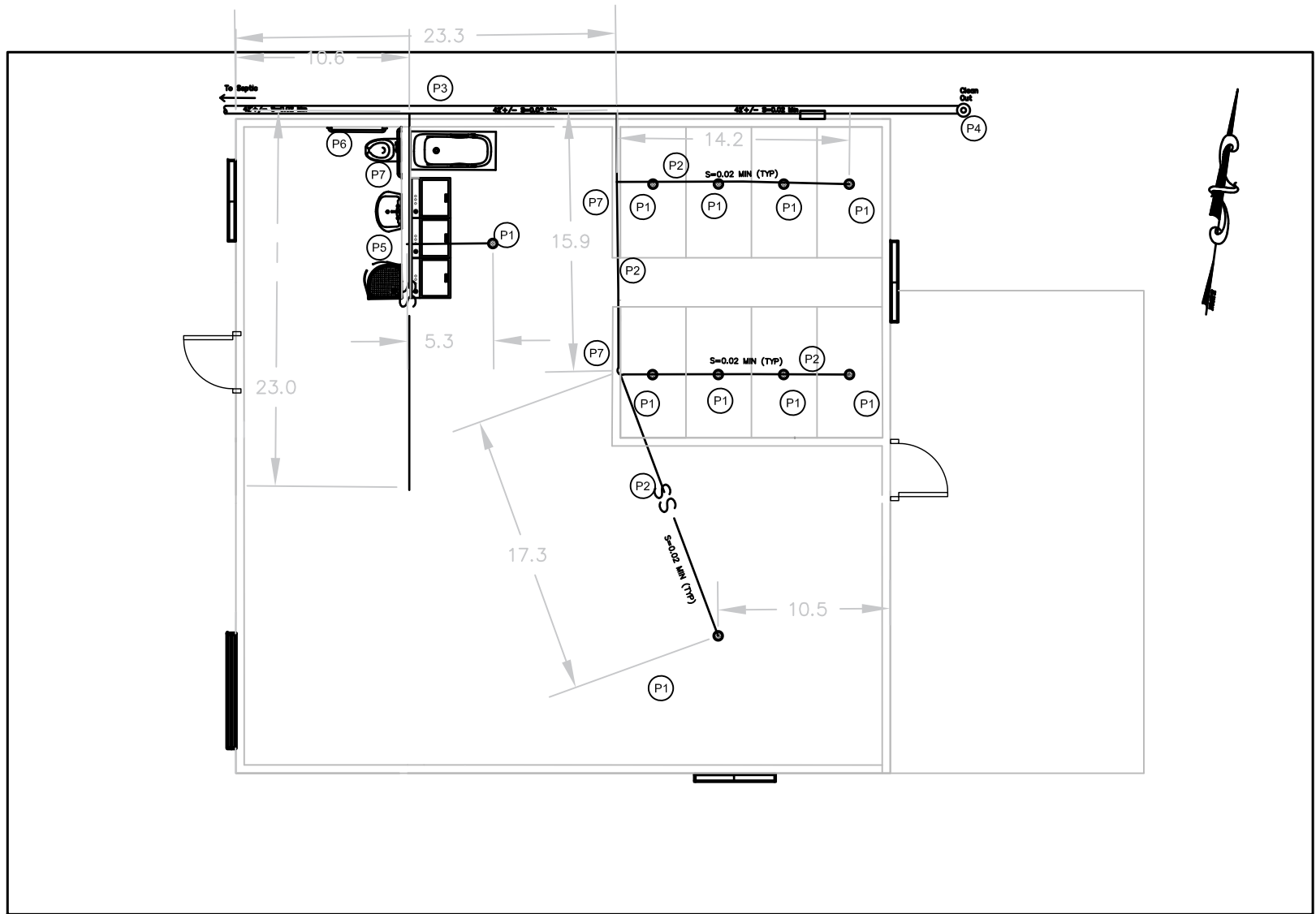
**COUNTY OF INYO**  
**ANIMAL SHELTER PROJECT**  
 1001 COUNTY ROAD, BIG PINE, CA

BIGPINE

Date:  
 5/10/2023

Drawing Name:  
 ANIMALSHELTER

SHEET 5 OF 9

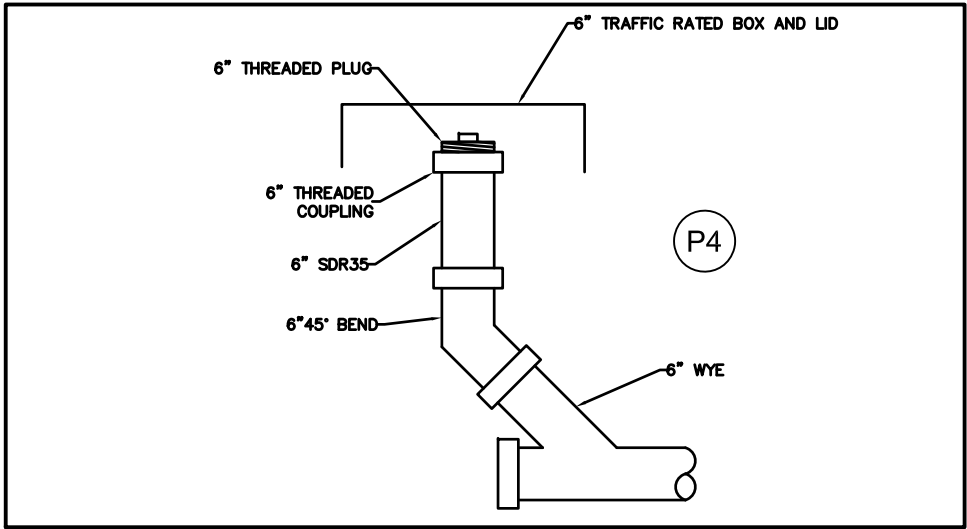


**PLUMBING NOTES**

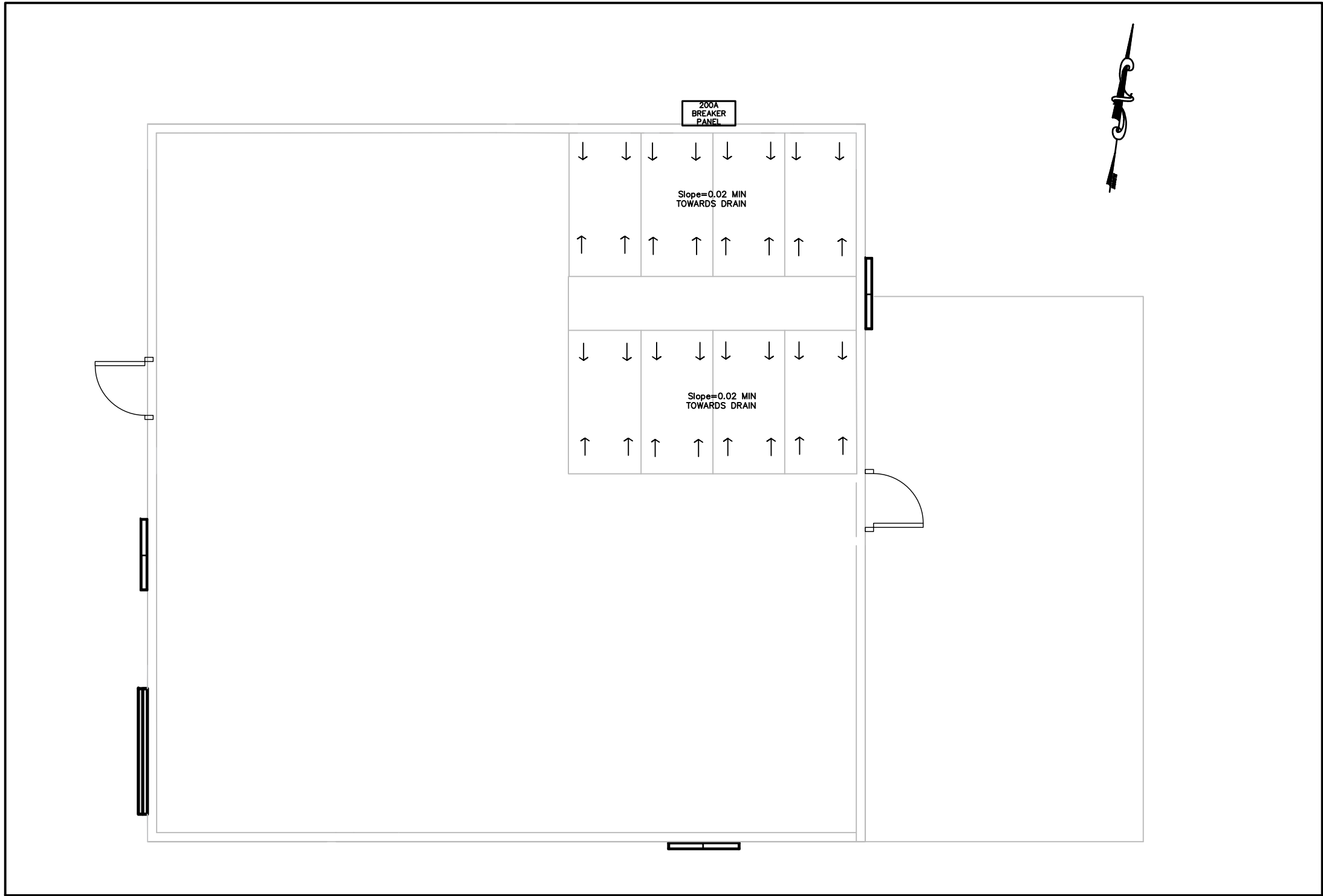
- (P1) INSTALL 4" COMMERCIAL FLOOR DRAIN, AND TRAP PER DETAILS HEREON.
- (P2) INSTALL 4" SDR35 SEWER LATERAL PIPE PER TYPICAL TRENCH DETAIL.
- (P3) INSTALL 6" SDR35 SEWER MAIN PIPE PER TYPICAL TRENCH DETAIL.
- (P4) INSTALL SEWER CLEANOUT.
- (P5) INSTALL 1.5" DRAIN PIPE
- (P6) INSTALL 4" CLOSET FLANGE
- (P7) INSTALL THROUGH THE ROOF VENTING FOR BATHROOM DRAINAGE SYSTEM

**BUILDING NOTES**

1. PLUMBING FIXTURES ARE NOT PART OF PHASE 1. PLANS SHOW FIXTURES TO DISPLAY WHAT IS NEEDED AND INTENDED FOR END RESULT. ONLY ROUGH IN DRAINAGE SHOULD BE ENCOMPASSES IN PHASE 1 BID.



Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	<b>COUNTY OF INYO          ANIMAL SHELTER PROJECT          1001 COUNTY ROAD, BIG PINE, CA</b>	
	Date: 5/10/2023	Drawing Name: ANIMALSHELTER



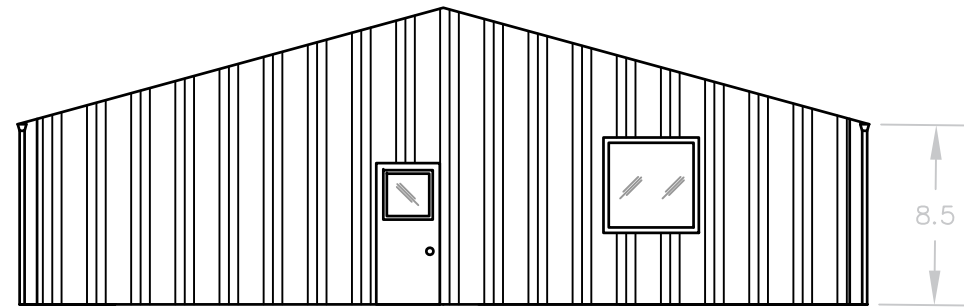
**ELECTRICAL & HVAC LEGEND**

200A  
BREAKER  
PANEL    200A BREAKER PANEL

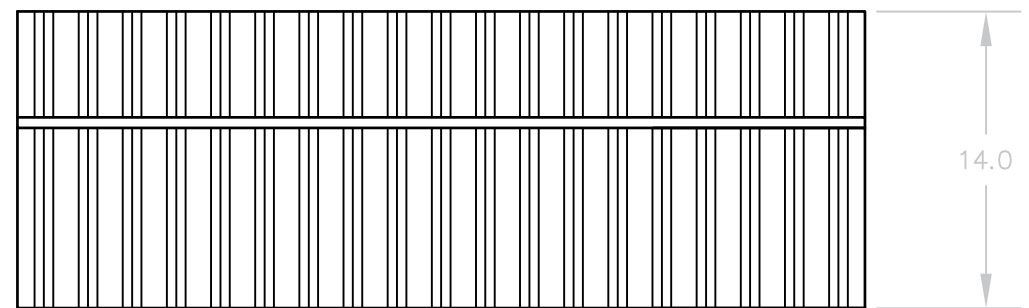
**BUILDING NOTES**

The only electrical work associated with Phase 1 is the installation of an electrical panel, and infrastructure required for connection to SCE via aerial drop.

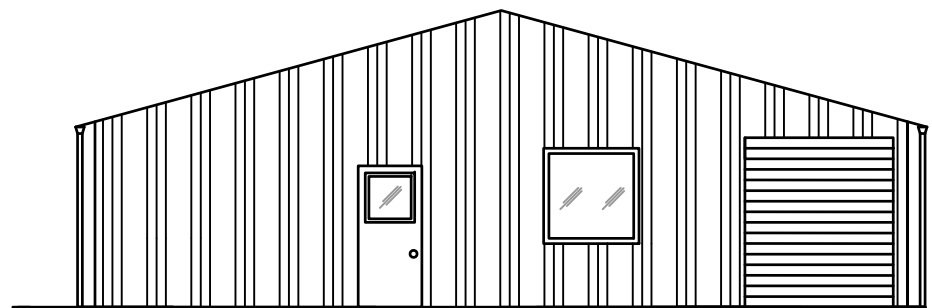
Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	<b>COUNTY OF INYO</b> <b>ANIMAL SHELTER PROJECT</b> <b>1001 COUNTY ROAD, BIG PINE, CA</b> BIGPINE	
	Date: 5/10/2023	Drawing Name: ANIMALSHELTER



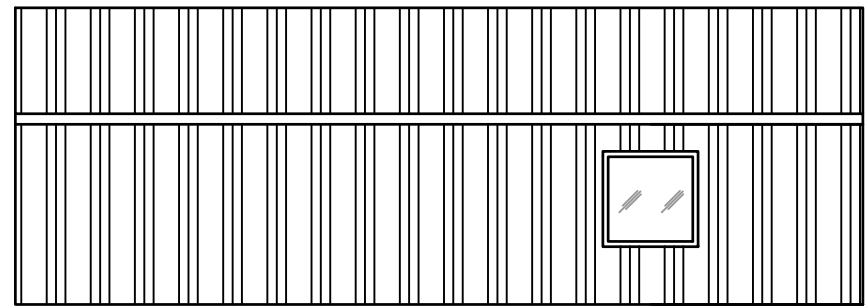
EAST ELEVATION



SOUTH ELEVATION

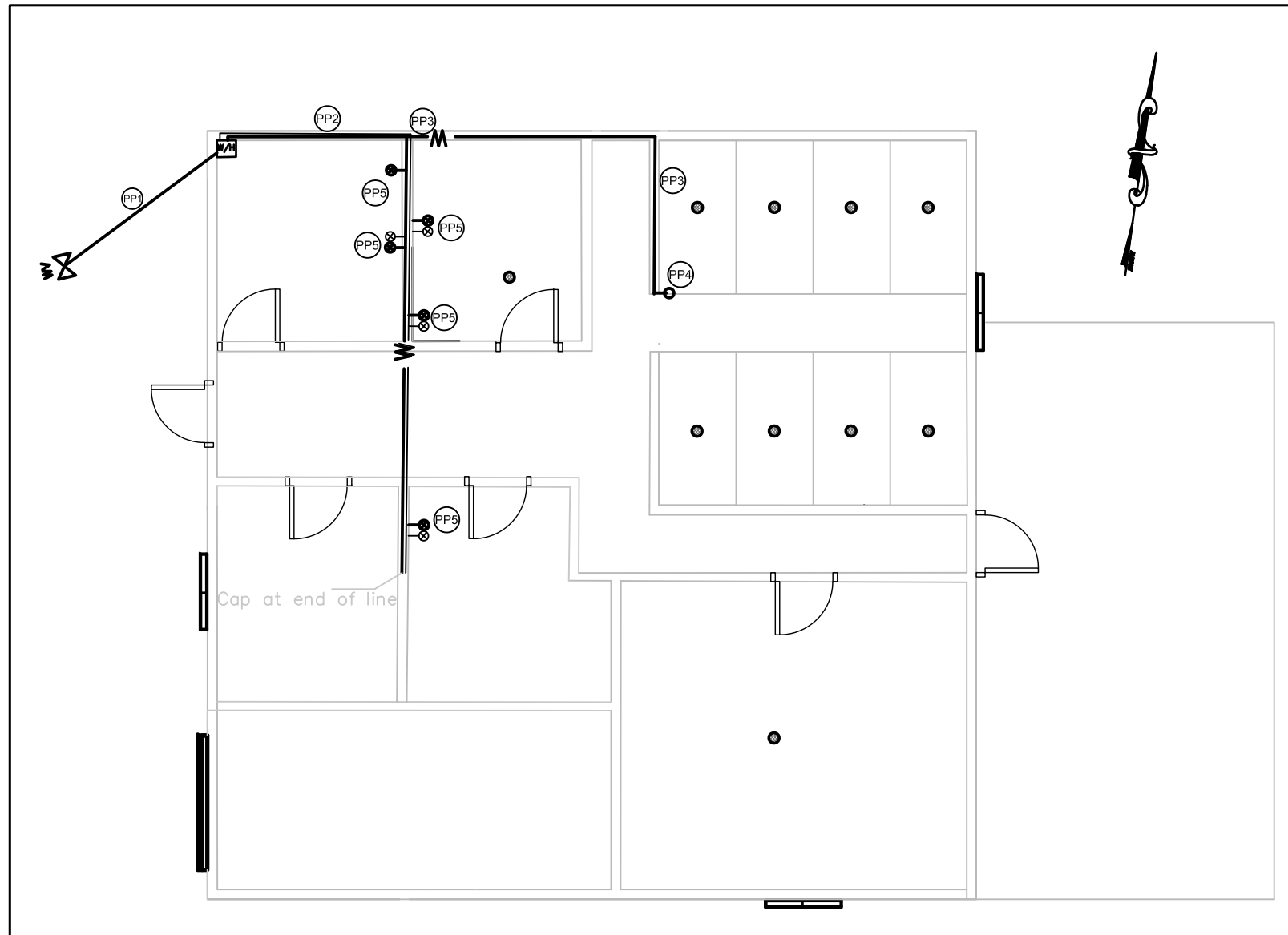


WEST ELEVATION



NORTH ELEVATION

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	<b>COUNTY OF INYO</b> <b>ANIMAL SHELTER PROJECT</b> 1001 COUNTY ROAD, BIG PINE, CA BIGPINE
Date: 5/10/2023	Drawing Name: ANIMALSHELTER <b>SHEET 8 OF 9</b>



### POTABLE PLUMBING NOTES

- PP1 INSTALL 3/4" PVC PIPE
- PP2 INSTALL 3/4" PEX PIPE (HOT LINE)
- PP3 INSTALL 3/4" PEX PIPE (COLD LINE)
- PP4 INSTALL 3/4" QUICK CONNECT COUPLER.
- PP5 INSTALL SUPPLY STEMS AND STOP VALVES

**Notes:**

SINKS AND WASHING MACHINES WILL NEED TO HAVE HOT AND COLD SUPPLY STEMS AND SHUT OFF VALVES. THE TOILET WILL NEED A COLD SUPPLY STEM AND SHUT OFF VALVE, AND THE SHOWER AND BATH TUB WILL NEED TO BE CONNECTED TO THE WATER SUPPLY AND HAVE THE PROPER PLUMBING INSTALLED.

- ⊗ COLD SUPPLY VALVE
- ⊗ HOT SUPPLY VALVE

Drawing Prepared by: <b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	<b>COUNTY OF INYO          ANIMAL SHELTER PROJECT</b> 1001 COUNTY ROAD, BIG PINE, CA	
	Date: 5/10/2023	Drawing Name: ANIMALSHELTER



# 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

August 15, 2023

Reference ID:  
2023-3973

### Request for Landfill Fee Waiver Public Works - Recycling & Waste Management ACTION REQUIRED

#### ITEM SUBMITTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Approve a waiver up to the historical cap of \$100 toward the Bishop Paiute Tribe Friends of the Conservation Open Space Area pilot project.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The County received the attached correspondence from Bishop Paiute Tribe Environmental Management Office requesting a waiver of County solid waste tipping fees as an incentive for tribal members to volunteer for a community stewardship and cleanup program. Their request to the County is for 10 free dump run vouchers for tribal members' household waste disposal. The correspondence indicates that this would be a starting point, but their hope is to make the program ongoing in the future.

Recycling and Waste Management receives multiple requests for fee waivers; most are from non-profits and held at a \$100 maximum. The request at issue in this agenda item asks for ten vouchers at 16 yards per voucher as a starting point – with the potential for future requests. Calculating the cubic yardage to average tonnage for the material fees to be waived for these initial ten vouchers equates to a total request of approximately \$1,800. his request is much higher than our average request and historical cap for fee waivers.

The Solid Waste program is an Enterprise fund financed by use fees and allocated a portion of the Transitional Use Tax (TUT) in order to keep fees as low as possible. Until 2018, the Solid Waste program required a General Fund subsidy each year, but since that time, County Solid Waste staff has been working hard to reduce impact to General Fund and make the Solid Waste program self-sustaining.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	045700
<b>Budgeted?</b>	No	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			

2023/2024- estimated \$1,800 minimum

**Future Fiscal Year Impacts**

unknown, cost of each voucher (16 yards) is approximately \$180 on average, but could go up to \$875 per voucher maximum, depending on the tonnage.

**Additional Information**

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may choose one of three options: 1) provide all of the requested fee waivers, valued at approximately \$1,800; 2) provide a different fee waiver, either at the historical cap amount of \$100 or otherwise, or 3) deny the fee waiver request.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Waiver Request

**APPROVALS:**

Teresa Elliott	Created/Initiated - 8/1/2023
Darcy Ellis	Approved - 8/1/2023
Teresa Elliott	Approved - 8/1/2023
Breanne Nelums	Approved - 8/1/2023
John Vallejo	Approved - 8/1/2023
Amy Shepherd	Approved - 8/9/2023
Michael Errante	Approved - 8/9/2023
Nate Greenberg	Final Approval - 8/10/2023



To Whom it may Concern

Re: Community Clean Up Projects

Hello My name is Thomas Gustie III, Natural Resources Specialist, Bishop Paiute Tribe Environmental Management Office. I am writing to request a gate fee waiver for a community stewardship and cleanup program that we will be running this upcoming year.

This summer, we are piloting a program called Friends of the COSA which will get volunteers to help us complete restoration projects in the Conservation Open Space Area (COSA) a 25-acre wetland on the reservation, adjacent to Bishop Elementary. The COSA is open to the public and utilized by Inyo County Office of Education outdoor education program during the school year.

The restoration/stewardship projects for Friends of the COSA will involve clearing out invasive weeds, building pollinator gardens, transplanting plants and more. We have numerous project sites and are aiming to have a volunteer event each month. These volunteers will help us get projects done in a few hours that would normally take our staff much longer. To ensure that members of the Tribe buy into the program and volunteer, we would like to offer them an incentive. This incentive would be a free dump run. EMO would provide them with either a trailer or dump truck, and they would be able to fill it up with Solid Waste or Vegetation from their household. We will provide education on how to separate the debris from household goods, chippable material, metals and recyclables.

While our department does not have the capacity to assist with clean-ups throughout the community, we hope that this program will allow people to not only become more involved in stewardship work, but also spend time cleaning up the land around where they live. We would truly appreciate your assistance in getting this program off the ground by waiving the dump fee for clean-ups associated with Friends of the COSA. While we want this program to be ongoing, we think that starting with 10 free dump runs will be a great way to create buy in and demonstrate the need for this program in the community. Please let us know if you would be willing to contribute to our program in this way!

Thanks in advance,



# 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

August 15, 2023

Reference ID:  
2023-4061

### Cal-Ore Life Flight LLC (Sierra Lifeflight) 30-Day Contract Extension

County Administrator

ACTION REQUIRED

**ITEM SUBMITTED BY**

Nate Greenberg, County Administrative Officer

**ITEM PRESENTED BY**

Nate Greenberg, County Administrative Officer

**RECOMMENDED ACTION:**

- A) Authorize an amendment to the current agreement with Cal-Ore Life Flight LLC (dba Sierra Lifeflight) for the provision of 911 Emergency Medical Services in the greater Bishop area, extending the term for an additional 30 days - until September 22, 2023;
- B) Provide direction to staff as appropriate.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On July 24, 2023 Inyo County signed a 30-day agreement for 911 Emergency Medical Services (EMS) with REACH Air Medical Services (Cal-Ore Life Flight dba Sierra Lifeflight). This agreement comes on the heels of a 90-day EMS agreement with Coast 2 Coast Public Safety (C2C), which was the winning responder to a Request for Proposals (RFP) released by the County in March. The RFP itself was developed in response to longtime EMS provider Symons Ambulance ceasing its operations for the Bishop area and relinquishing its hold on an Exclusive Operating Area agreement with the Inland Counties Emergency Medical Agency (ICEMA).

The 90-day agreement with C2C expired July 23, 2023 – a week before the company announced it could not continue providing EMS services to the greater Bishop area without a subsidy. A C2C representative told the Inyo County Board of Supervisors at its July 18, 2023 meeting that the company was not able to bring in the revenue it had initially anticipated, due to the newly non-exclusive nature of the Operating Area around Bishop. Prior to C2C’s announcement, the County was prepared to renew the C2C EMS contract through December, 2024 while the search for and analysis of long-term options were in progress. However, C2C’s announcement came with the news that it could only continue to operate with some form of financial assurance – effectively \$60,000/mo. – which would cover their operating costs and payroll.

The Board of Supervisors discussed the situation at length during its July 18, 2023 – receiving feedback from volunteer ambulance providers, hospital emergency department heads, and others in the process – and made clear its bottom line was maintaining ambulance service for its constituents. Given the time constraints, County staff underwent the informal bidding process outlined in the County’s Purchasing Policy, seeking bids from parties interested in stepping in to provide EMS for a 30-day period while a full RFP could be developed and released. Both of these activities took place on July 20, 2023.

The County received two bids: one from C2C and one from REACH/Sierra Lifeflight. While C2C submitted the preferred proposal, the firm ultimately withdrew its bid upon learning of competition for the contract. The County subsequently entered into a 30-day agreement with the other respondent, REACH, for a cost of \$25,000. This contract is currently active through August 22, 2023.

Responses to the RFP for interim EMS service (from August 22, 2023 - December 31, 2024) were received on August 7th. Since then, County and City officials have reviewed proposals and initiated contract negotiations. However, given the nature and complexity of the agreement, the parties need additional time to answer key questions which will allow for the further refinement of terms for service delivery.

Given the time required to carry this out, and there not being another Board of Supervisors meeting until September 5th, 2023, the prudent choice is to extend the term of the current 30-day agreement with Sierra Lifeflight for another 30 days - through September 22, 2023. Sierra Lifeflight has offered to do so for \$15,000, or pro-rated at \$500/day should the longer-term contract be enacted sooner than that.

Staff anticipates being able to bring an item forward at the September 5, 2023 Board of Supervisors meeting to more fully discuss the proposals and react to recommendations and alternatives for moving forward with securing an interim EMS provider.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
\$15,000 (plus previous \$25,000 obligation)			
<b>Future Fiscal Year Impacts</b>			
Unknown			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not authorize the extension of this agreement. This is not advised, as it will leave the greater Bishop area without a contracted 911 Emergency Medical Services (EMS) provider. Your Board could also direct staff to work to finalize the interim (16mo.) agreement. This approach is also not advised until further negotiation of terms can be conducted. The County could seek out an alternate interim EMS provider through a mutual-aid request, though the cost for providing such service would be in excess of the proposed contract amount with Sierra Lifeflight.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. First Amendment to CAL ORE Life Flight LLC (002)

**APPROVALS:**

Nate Greenberg	Created/Initiated - 8/9/2023
Christian Milovich	Approved - 8/10/2023
Amy Shepherd	Approved - 8/10/2023
Darcy Ellis	Final Approval - 8/10/2023

**AGREEMENT AND FIRST AMENDMENT TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND CAL-ORE LIFE FLIGHT LLC  
FOR THE PROVISIONS OF EMERGENCY MEDICAL SERVICES**

This Agreement and First Amendment is entered into August 15, 2023, by and between the County of Inyo (hereinafter, "County"), a political subdivision of the State of California, and Cal-Ore Life Flight LLC (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and executed by the same on July 23, 2023, providing for Emergency Medical Services (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

**NOW, THEREFORE**, the parties agree as follows:

1. The Term of the Contract set forth in Paragraph 2 and restated throughout the Contract on Attachments A, B and C is hereby extended through September 22, 2023.
2. The language in Attachment B, Schedule of Fees, is hereby replaced in its entirety by the following:
  - a. **Availability Fee.** In addition to the right of PROVIDER to bill and collect fee for service from third-parties and patients, as additional consideration for PROVIDER's Services, COUNTY shall pay an availability fee to PROVIDER in the amount of fifteen thousand dollars (\$15,000) per month in advance for the period beginning August 22, 2023 through September 22, 2023. If this Agreement is terminated early, any pre-paid availability fee shall be refunded pro rata in the amount of \$500 per day.
3. All other terms and conditions of the Contract not expressly amended shall remain in full force and effect.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.**

**COUNTY OF INYO:**

**CONTRACTOR:**

\_\_\_\_\_  
Jennifer Roeser, Board Chair

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Counsel



# 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

August 15, 2023

Reference ID:  
2023-4037

### Presentation on the Inyo County Sheriff's Office Sheriff

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Office of the Sheriff

#### ITEM PRESENTED BY

Stephanie Rennie, Sheriff

#### RECOMMENDED ACTION:

Receive a presentation from Sheriff Rennie regarding her department's functions, core services, mission, and projects.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Sheriff Rennie will give a presentation to the Board regarding her department's functions, core services, mission, and projects.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	022700,022710,022900,023900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### ATTACHMENTS:

- 2023 Sheriff Presentation

**APPROVALS:**

Riannah Reade

Created/Initiated - 7/31/2023

Darcy Ellis

Approved - 8/2/2023

Riannah Reade

Approved - 8/4/2023

Nate Greenberg

Approved - 8/10/2023

Stephanie Rennie

Final Approval - 8/10/2023

# Sheriff Overview



2023/2024

# DATA



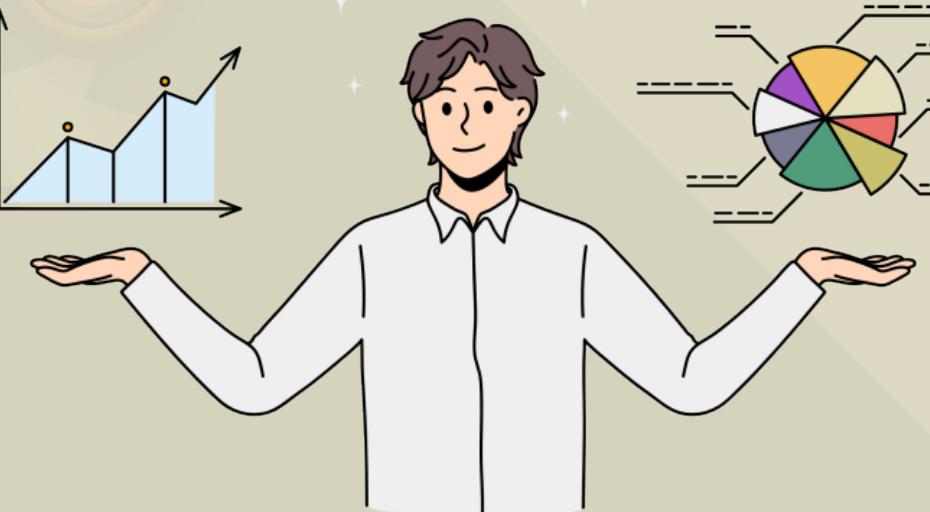
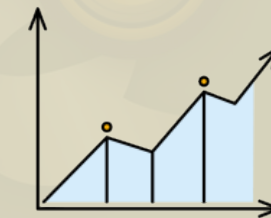
**Calls for Service**

**Misdemeanor Cases**

**Felony Cases**

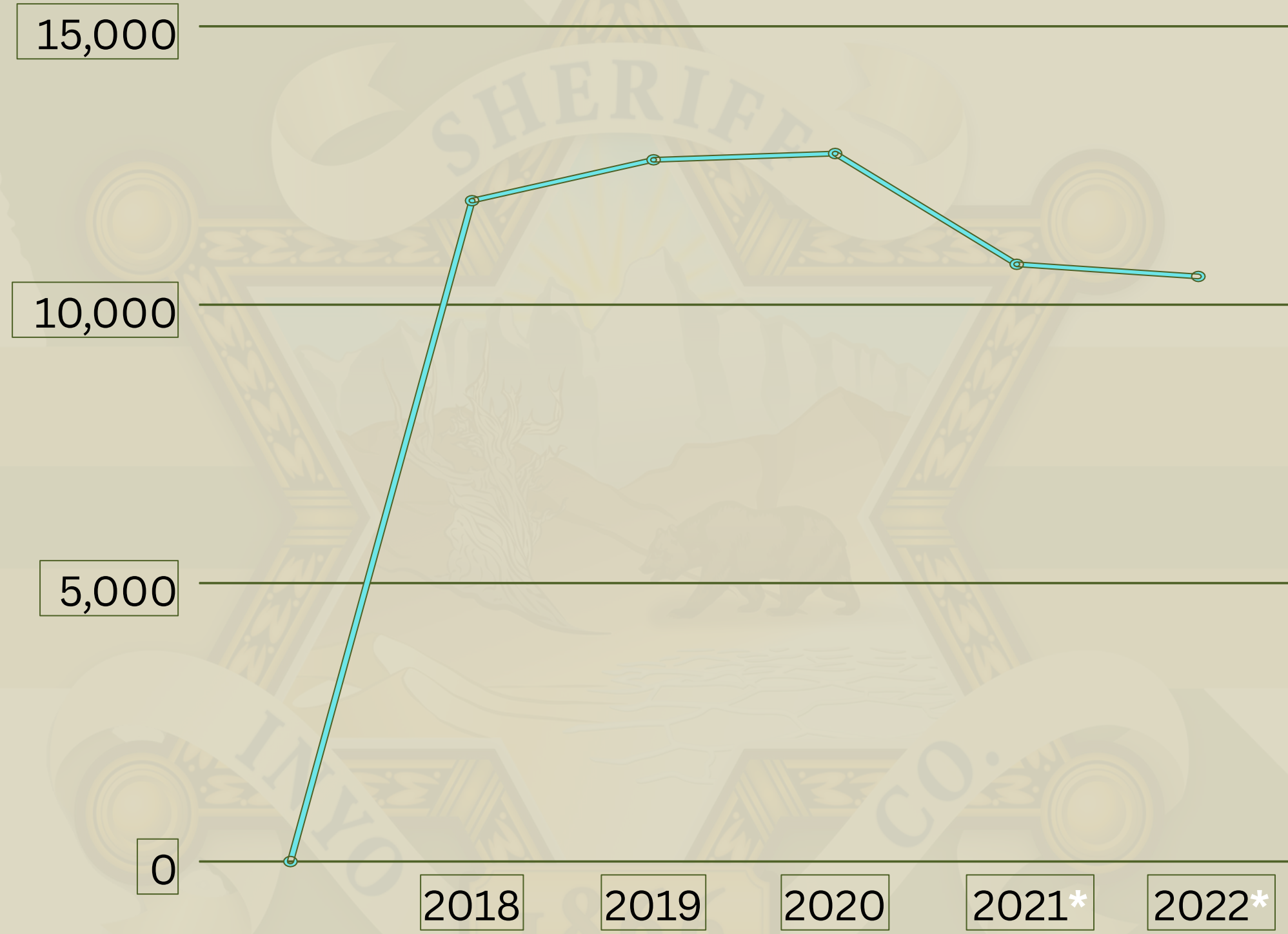


**Arrests**





# CALLS FOR SERVICE



**\*Deputies were discouraged from conducting proactive activities in this period due to the Pandemic and restrictive Jail protocols.**



# FIVE YEAR TOTALS

**Calls for Service: 58,424**

**Misdemeanor Cases: 2,890**

**Felony Cases: 992**

**Arrests: 3,882**

# Restructure



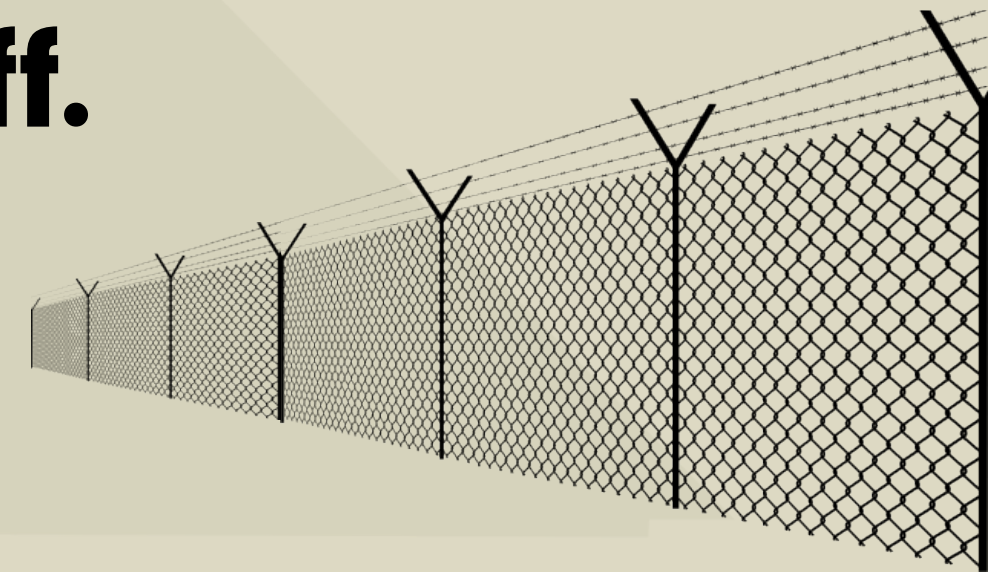
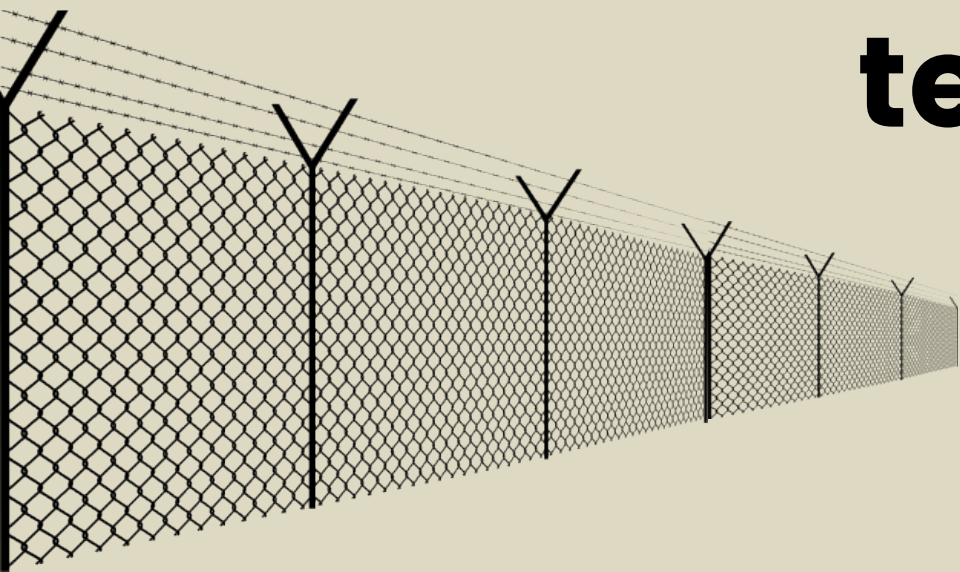
## Jail Restructure

## Assistant Sheriff Position



# **JAIL RESTRUCTURE**

- Create Correctional Officer Supervisory Positions (Correctional Corporal) to oversee Jail “Teams” and provide oversight for daily operations.**
- The creation of these positions will reassign Sworn Corporals to Patrol Supervision and influence long term retention of custody staff.**



**To Date There Have Been 63,691 Calls for Service Since 2018 and Increase Approximately 7% Each Year**

**More Deputies Assigned to Patrol**

**=**

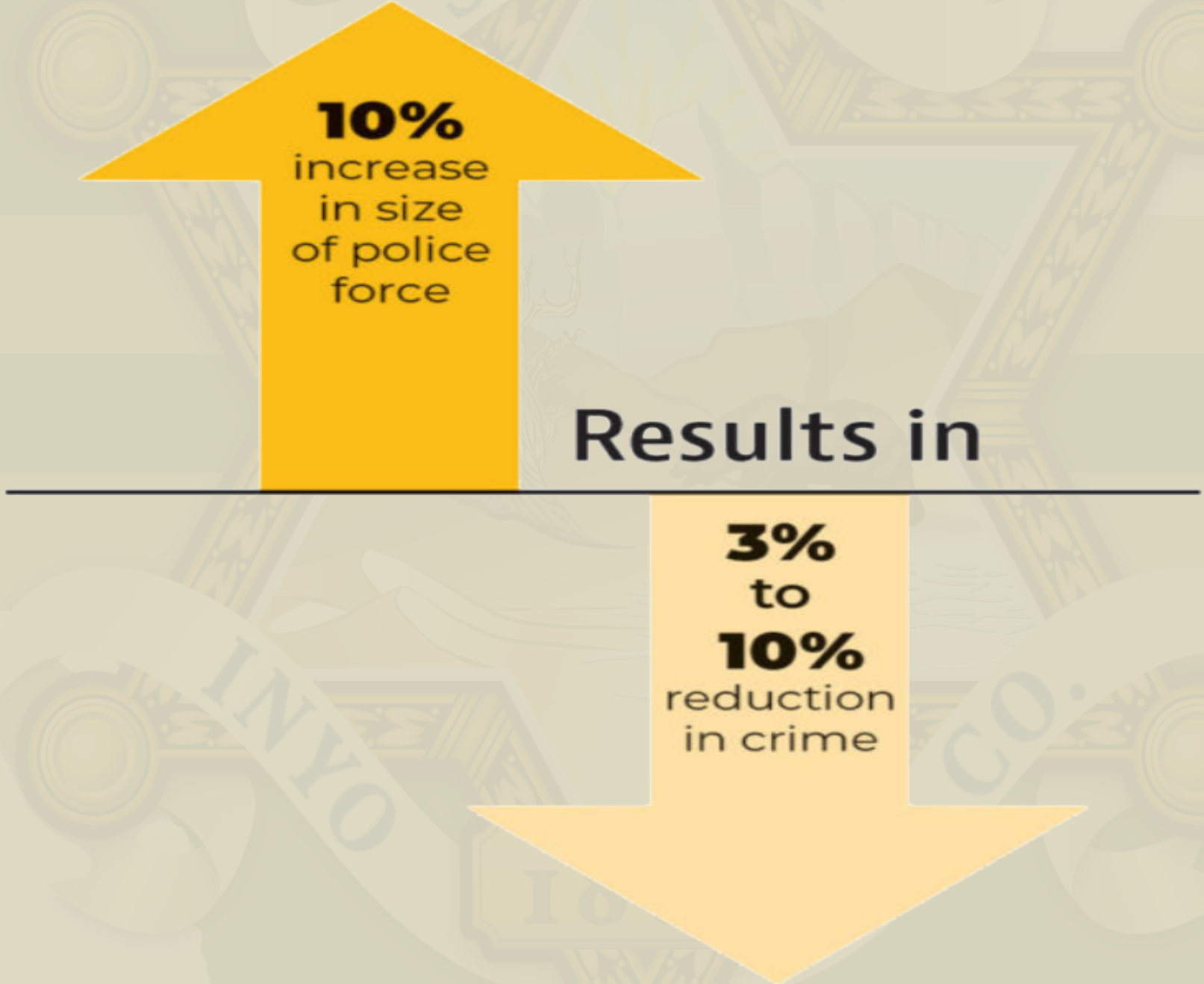
- **Increased Officer Safety**
- **Faster Response Time**
- **Increased Proactive Activity**
- **Larger Presence/Increased Community Policing**
- **Safer Communities**



**"...police forces do not reduce crime through simply arresting more people and increasing incapacitation, instead, investments in police are likely to make communities safer through deterring crime."\***

**\*Guze, J. (2022, March 16). More cops, less crime. John Locke Foundation.  
<https://www.johnlocke.org/more-cops-less-crime-2/>**

# BENEFITS OF INTENSIVE COMMUNITY POLICING

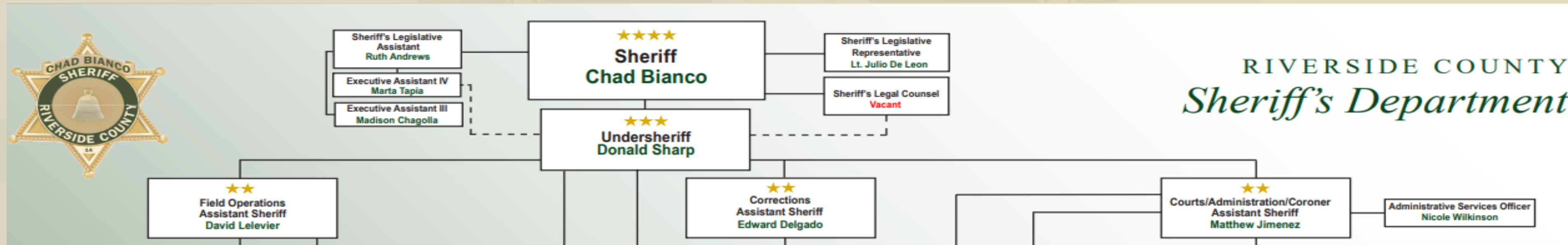


# ☆☆ ASSISTANT SHERIFF ☆☆

**Over the past year, there have been numerous conversations with constituents, outside agencies, and community members regarding public expectations of our agency. One important issue discussed on many occasions is the need for strong leadership, accountability, and consistent oversight/supervision within our agency. Administratively, our agency must grow with the new demands, mandates, and procedures required of agencies across the state.**



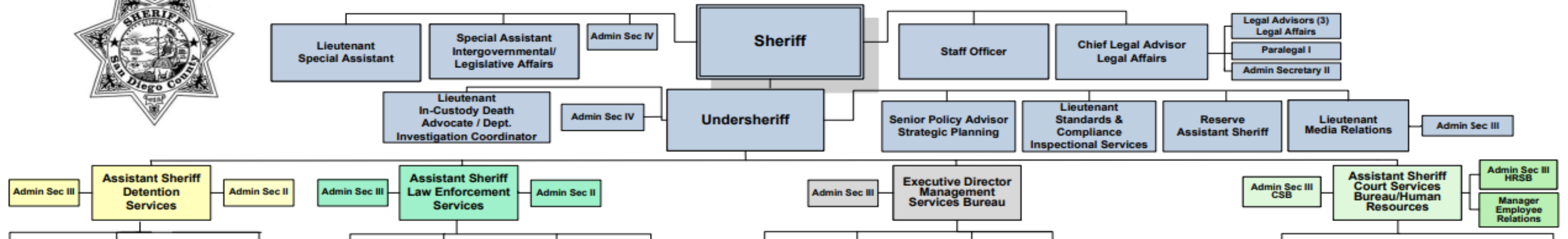
# OUTSIDE AGENCY EXAMPLES



# OUTSIDE AGENCY EXAMPLES



## SAN DIEGO COUNTY SHERIFF'S DEPARTMENT

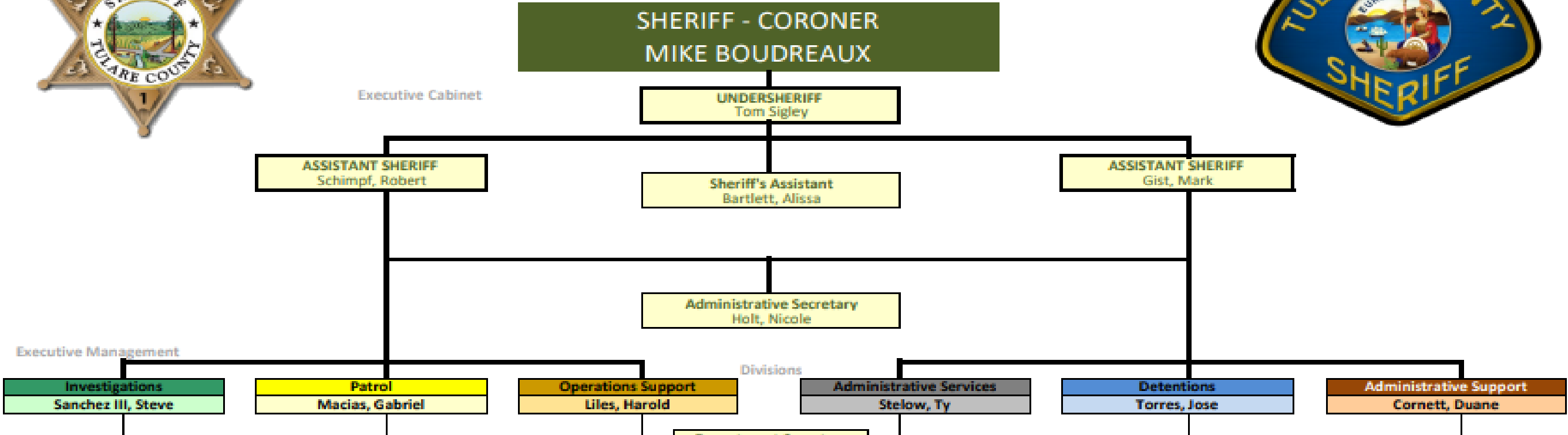


# OUTSIDE AGENCY EXAMPLES

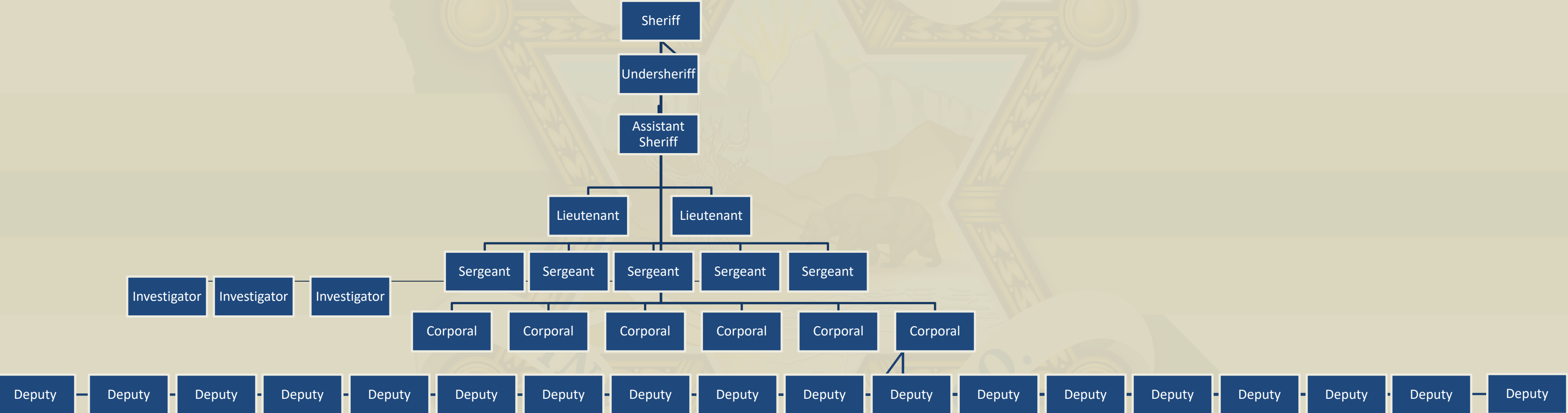


## Tulare County Sheriff's Office

Organizational Chart



# ICSO SWORN CHAIN OF COMMAND



# ★★ ASSISTANT SHERIFF ★★

## **Community Expectations:**

- Strong leadership within the Sheriff's Office**
- Accountability for staff**
- Compliance with State mandates**
- Consistent oversight & supervision for daily operations**

# ☆☆ ASSISTANT SHERIFF ☆☆

## DUTIES:

- Oversee all Divisions within the Sheriff's Office**
- Ensure compliance with all state and federal mandates, laws, and reporting**
- Direct the functions of all Divisions**
- Oversee Internal Affairs/Administrative Investigations**
- Oversee and coordinate hiring procedures/backgrounds**
- S.B.2 Agency Administrator: ensure compliance with Senate Bill 2, Peace Officer Certification/Decertification, and misconduct reporting.**
- Develop innovative departmental programs, policies, and forward-thinking procedures**

The seal of the Sheriff of Inyo County is centered in the background. It features a five-pointed star with a central figure holding a scale and a sword. A banner at the top of the star reads "SHERIFF". Below the star is a shield with the year "1866".

# OFFICE OF THE SHERIFF

COUNTY OF INYO

STEPHANIE J. RENNIE, SHERIFF

STEPHANIE J. RENNIE, SHERIFF  
COUNTY OF INYO



# 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

August 15, 2023

Reference ID:  
2023-4043

### Indian Wells Valley Groundwater Authority EIR Public Process

#### Board of Supervisors

NO ACTION REQUIRED

**ITEM SUBMITTED BY**

County Administrator

**ITEM PRESENTED BY**

John-Carl Vallejo

**RECOMMENDED ACTION:**

Authorize the County Administrative Officer to provide comments on the Indian Wells Valley Groundwater Authority (IWVGA) Environmental Impact Report public process consistent with Inyo County’s prior expressions of support for an IWVGA water import project utilizing water sources from other than the Owens Valley River and groundwater systems.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Inyo County has the opportunity to provide input on the Indian Wells Valley Groundwater Authority’s (IWVGA) water import pipeline project in eastern Kern County. IWVGA seeks public, trustee, and agency input on potential environmental impacts prior to preparation of an environmental analysis during the scoping period that started August 1 and ends August 31.

Inyo County is a founding member of the IWVGA, a joint powers authority, and supports the IWVGA water import pipeline project as it is currently proposed. Inyo County supports the project because it will help to ensure a reliable source of water supply to the Indian Wells Valley groundwater basin, which includes Inyo County residents and constituents, while also helping to avoid further stressing water supplies from the Eastern Sierra Nevada region beyond the effects of Los Angeles Department of Water and Power water exports. In other words, by establishing a water delivery infrastructure coming from south of Ridgecrest, the potential for the Indian Wells Valley water users to seek water from the Owens Valley will likely be greatly diminished.

The IWGWA will be the lead agency for the project under the California Environmental Quality Act (CEQA) and is hosting three upcoming scoping meetings to gather feedback on how the Imported Water Pipeline Project may impact the environment. In-person meetings with virtual attendance options will be held August 22-24 in Ridgecrest and California City.

**FISCAL IMPACT:**

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	



<b>Recurrence</b>	N/A	
<b>Current Fiscal Year Impact</b>		
<b>Future Fiscal Year Impacts</b>		
<b>Additional Information</b>		

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Decide not to authorize staff to provide comments consistent with prior Board support.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- Final Notice of Preparation

**APPROVALS:**

Darcy Ellis	Created/Initiated - 8/9/2023
Darcy Ellis	Approved - 8/9/2023
Cathreen Richards	Approved - 8/9/2023
John Vallejo	Approved - 8/9/2023
Nate Greenberg	Final Approval - 8/10/2023



**NOTICE OF PREPARATION OF DRAFT ENVIRONMENTAL IMPACT REPORT AND  
NOTICE OF PUBLIC SCOPING MEETING REGARDING THE  
PROPOSED INDIAN WELLS VALLEY GROUNDWATER AUTHORITY IMPORTED PIPELINE  
PROJECT**

Notice is hereby given that the Indian Wells Valley Groundwater Authority (IWVGA) will be the Lead Agency and prepare an Environmental Impact Report (EIR) for the Imported Water Pipeline Project (Project). IWVGA has determined that an EIR must be prepared for the Project prior to making any final decision regarding whether to approve the Project in accordance with the California Environmental Quality Act (CEQA). The IWVGA Board of Directors will consider the EIR when determining how to move forward with the Project.

IWVGA is requesting any responsible/trustee/cooperating agency or interested person to participate, review, and provide input on how the Project may affect the environment. If you are an authorized representative of an agency with authorization of facilities that may be affected, IWVGA needs to know the views of your agency as to the scope and content of the environmental information that is relevant to your agency's statutory responsibilities in connection with the Project. Agencies will need to use the EIR when considering permits or other approvals. Please provide the name, address, telephone number and email address of the contact person for your agency.

IWVGA is seeking an examination of scope and content of the goals, objectives, policies, and actions to guide and protect the physical, environmental, economic, and social conditions on lands and in the surrounding communities within the proposed pipeline alignment.

**Project Title:** Imported Water Pipeline Project

**Project Applicant:** Indian Wells Valley Groundwater Authority  
100 W California Avenue  
Ridgecrest, CA. 93555

**Project Location:**

The Project is located between the Cities of California City and Ridgecrest, in Kern County, California (see attached Figure 1). The Project begins in the City of California City at 35°06'55.20" N and 117°56'07.10" W. The centroid of the Project site is 35°22'37.4" N and 117°52'06.46" W. The Project ends in the City of Ridgecrest at 35°35'09.20" N and 117°42'14.61" W. Affected roadways include Redwood Boulevard, Neuralia Road, Redrock Randsburg Road, State Highway 395, and South China Lake Boulevard.

**Project Description:**

The IWVGA proposes up to a 24" diameter, 50-mile imported water pipeline, three booster pump stations, and a regulating station starting from the Antelope Valley-East Kern Water Agency (AVEK) California City Feeder pipeline in California City to the Indian Wells Valley Water District's (IWWVD) Ridgecrest Heights Water Storage Tank southwest of Ridgecrest. The three proposed booster pump stations and proposed regulation station would be necessary to pump the water over the El Paso Mountains located between

California City and Ridgecrest. The pipeline would terminate at a new receiving water storage tank at IWWWD's Ridgecrest Heights Storage Tank Facility. Approximately 20.6 miles of pipeline would pass through land owned by the United States Bureau of Land Management (BLM).

The route traverses or is adjacent to twenty-nine (29) parcels of private owners or trusts, twenty-three (23) parcels owned by either companies or corporations, and seven (7) private conservation parcels. It also traverses twenty-six (26) parcels on BLM land and two (2) parcels on the California Department of Fish and Wildlife (CDFW) Fremont Valley Ecological Reserve.

For much of the alignment along Redwood Boulevard and Neuralia Road, the pipeline would be constructed in either the City of California City road right-of-way (ROW) or Kern County ROW, but the work may require some additional temporary construction easements with private landowners for laydown of materials and stockpiling of backfill materials. The pipeline would remain within the Neuralia Road ROW to avoid parcels with existing solar farms and the parcels owned by the Honda Corporation for the Honda Test Track, north of the city limits of California City.

### **Objectives and Goals:**

The pipeline is necessary to comply with the Sustainable Groundwater Management Act (SGMA), which requires the Indian Wells Valley Groundwater Basin to be sustainably managed by 2040. In July 2016, the IWVGA was formed through a Joint Exercise of Powers Agreement for the purpose of forming a Groundwater Sustainability Agency to manage the Indian Wells Valley Groundwater Basin (Basin) and to implement SGMA requirements, including the development of a Groundwater Sustainability Plan (GSP). The IWVGA consists of the following voting member agencies: City of Ridgecrest, Indian Wells Valley Water District, County of Kern, County of Inyo, and County of San Bernardino. Non-voting associate members of the Board of Directors include the BLM and the United States Navy, Naval Air Weapons Station (NAWS) China Lake.

The Basin is located east of the southern Sierra Nevada Mountain Range in the State of California with an area of approximately 382,000 acres underlying portions of Inyo, Kern, and San Bernardino Counties. The Indian Wells Valley Groundwater Basin is identified by the California Department of Water Resources (DWR) as Basin No. 6-054 in Bulletin 118. The Basin has been designated by DWR as a critically overdrafted basin. Significant overdraft conditions have existed for decades as a result of groundwater pumping that exceeds the natural Basin yield. Between 2011 and 2015, pumping from the Basin was approximately four times the amount of inflow into the Basin and it is estimated the annual loss of groundwater in storage is approximately 25,000 ac-ft per year. The Basin serves as the sole source of potable water supply for residents and other water users; there are currently no imported water supply sources available to the Basin. The IWVGA GSP for the Basin recommended management actions and projects, including this pipeline, that are required to achieve Basin sustainability. The GSP was approved by DWR on January 13, 2022.

The goal of the imported water pipeline is to bring as estimated 6,431 acre-ft of water per year (AFY) into the Basin by 2070 by delivering it to IWWWD and allowing IWWWD to shut off some of its groundwater wells and base load its system with the imported water. The proposed pipeline facility would be used to convey water from other sources through AVEK's system to the Basin. The sustainability goal is to preserve the Basin's groundwater resource as a sustainable water supply, to continue to provide the residents with quality drinking water, and to sustain the mission of the China Lake NAWS.

Up to three (3) booster pump stations and a regulating station would be required to boost water over the highpoint elevation of 3,514 feet in the El Paso Mountains along Highway 395. Booster Pump Station No.

1 (Mile 27.1 of the alignment) would be located along Redrock Randsburg Road on a private parcel. Booster Station No. 2 (Mile 33.1 of the alignment), Booster Station No. 3 (Mile 37.2 of alignment) and a regulating station (Mile 37.5 of the alignment) would be located on BLM land.

The lack of existing sub-transmission and distribution power lines adjacent to two of the three booster pump stations and the regulating station and the potential lack of available capacity in the adjacent existing sub-transmission and distributions lines near two of these locations would require IWVGA to work with Southern California Edison (SCE) to construct the necessary power facilities. This could include transmission lines and substations to power two booster pump stations and the regulating station. There is an existing SCE 33kV transmission line along Neuralia Road, north of California City, that continues to the east on the northerly side of Redrock Randsburg Road before splitting in a southeasterly direction that parallels Redrock Randsburg Road into Randsburg. East of the Redrock Randsburg Road – Garlock Road fork there are no existing SCE sub-transmission or distribution power lines available along the alignment until there is a 12kV overhead line that parallels Highway 395 heading north from the intersection of Highway 395 and Searles Station Road. Along portions of Highway 395, a dirt access road would be constructed during grading activities. The access road would support the movement of trucks and equipment utilized during construction of the Project and utilized for continued operational and maintenance (O&M) activities.

The Project pipeline would be approximately 20 to 24 inches in diameter and would consist of both cement mortar lined and coated steel pipe, high-density polyethylene pipe, and possibly polyvinyl chloride (PVC) pipe. PVC pipe, if used, would be utilized in locations where lower pressures exist.

For the most part, construction of the pipeline would require trench excavation. Other areas would include trenchless crossings such as auger boring, open-shield pipe jacking, horizontal directional drilling, and/or micro-tunneling. An estimated total of fifteen (15) crossings of ephemeral water courses would be completed. Eight (8) trenchless crossings would be horizontal directional drilling and the seven (7) remaining trenchless crossings would be auger boring or open-shield pipe jacking. High density polyethylene pipe would be used where horizontal directional drilling is required to cross under a drainage crossing or creek.

#### **Public Review and Scoping Meeting:**

Comments on the proposed scope and content of the EIR may be submitted in writing to the attention of:

April Keigwin - IWVGA Clerk of the Board of Directors  
100 W California Ave., Ridgecrest, CA. 93555  
Phone: (805) 764-5452  
Email: [akeigwin@rgs.ca.gov](mailto:akeigwin@rgs.ca.gov)

Dena E. Giacomini, Principal Planner, Environmental Project Manager  
Provost & Pritchard Consulting Group  
1800 30<sup>th</sup> Street, Suite 280  
Bakersfield, CA 93301  
Phone: (661) 616-5900 ext.721  
Email: [dgiacomini@ppeng.com](mailto:dgiacomini@ppeng.com)

Comments in response to the Notice of Preparation will be accepted from August 1, 2023 through August 30, 2023. Persons with questions or requests for information may also use the above contact information.

All written scoping comments should reference Indian Wells Valley Groundwater Authority Imported Water Pipeline Project. Please include your name, address, and phone number, and/or email so that we may contact you for clarification, if necessary.

All supporting documents can also be found at <https://iwvga.org/>.

Pursuant to Section 15083 of the CEQA Guidelines, Public Scoping Meetings will be held to solicit public comments on the scope and content of the EIR. The Public Scoping Meetings will be held as follows:

**In the City of Ridgecrest**

**Date:** Wednesday, August 23<sup>rd</sup>, 2023

**Time:** 5:30 P.M. to 7:00 P.M.

**Place:** Kerr McGee Community Center. Located at 100 W California Avenue, Ridgecrest, CA 93555

**In California City:**

**Date:** Thursday, August 24, 2023

**Time:** 5:30 P.M. to 7:00 P.M.

**Place:** Kern County Library - California City Branch. Located at 9507 California City Blvd, California City, CA 93505

**Newspaper Notice of Preparation Published:**

Ridgecrest Daily Independent, July 26, 2023.

Mojave Desert News, July 27, 2023.

## Summary

**Potential Environmental Effects:** The Draft EIR will describe the significant direct and indirect environmental impacts of the Project. The Draft EIR also will evaluate the cumulative impacts of the Project, defined as impacts that could be exacerbated when considered in conjunction with other related past, present, and reasonably foreseeable future projects. The IWVGA anticipates that the Project could result in potentially significant environmental impacts in the following resource areas, which will be further evaluated in the draft EIR: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire.

These potential impacts will be analyzed and discussed in detail in the Draft EIR, and feasible and practicable mitigation measures will be recommended to reduce any identified significant or potentially significant impacts. The discussion in the draft EIR will also include an alternatives analysis.

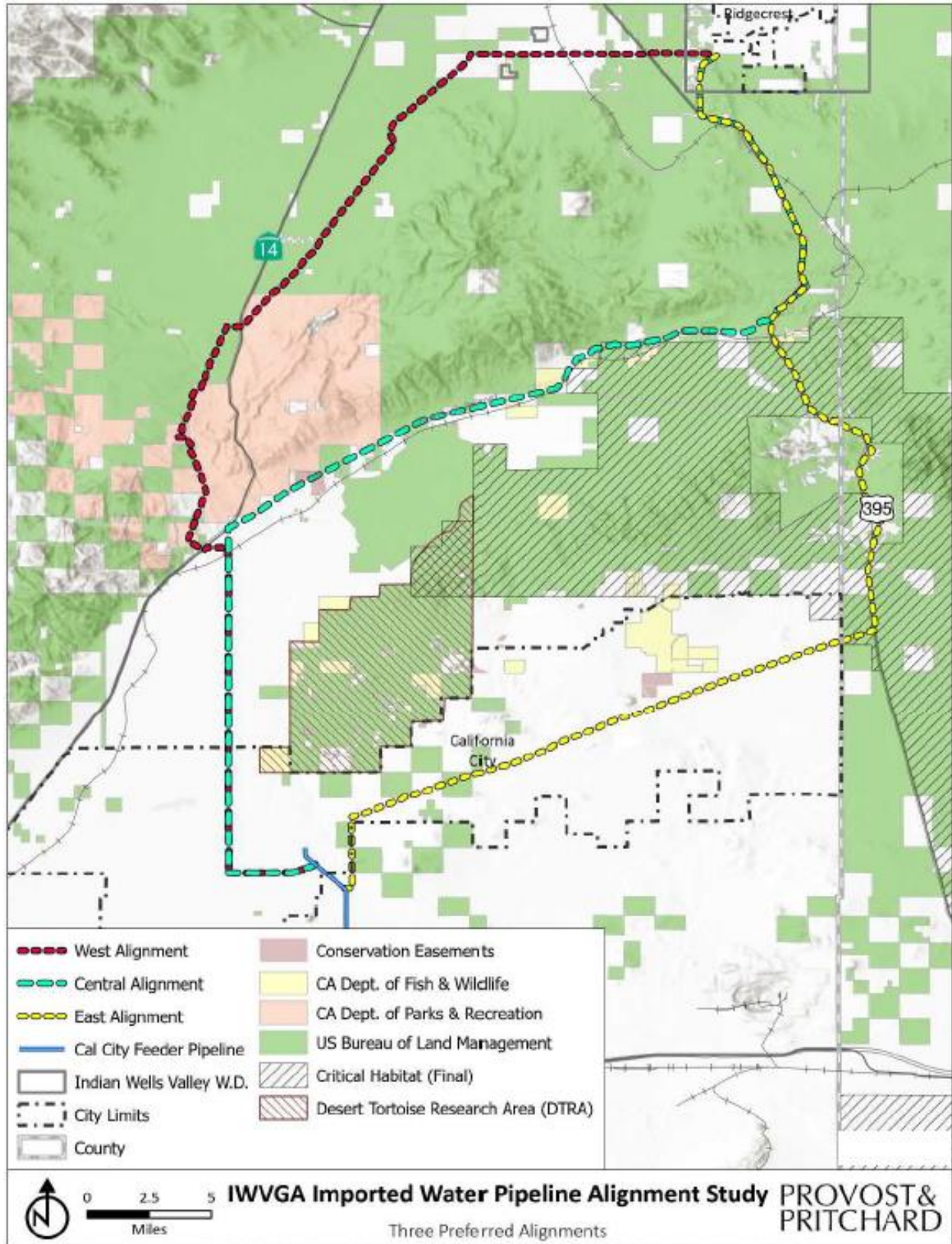
The IWVGA anticipates that the Project would not result in significant environmental impacts in the following resource areas, which will not be further evaluated in the draft EIR: Agricultural and Forestry Resources, Energy, Land Use and Planning, Mineral Resources, Population and Housing, Public Services, Recreation, and Transportation.

**Potential Approvals and Permits Required:** Elements of the Project could be subject to permitting and/or approval authority of other agencies. As the lead agency pursuant to CEQA, the IWVGA is responsible for considering the adequacy of the Draft EIR. Other potential permits required from other agencies could include:

Permitting Agency	Permit Type	Notes
California Regional Water Quality Control Board	Waste Discharge Permit	Waters of the State
California Regional Water Quality Control Board	General Construction Permit (SWPPP)	Water Quality
California Department of Fish and Wildlife	Lake and Streambed Alteration Agreement	1602 for jurisdictional desert washes
California Department of Fish and Wildlife	Incidental Take Permit for Desert Tortoise	Needed if there is "take" of habitat or species
United States Fish and Wildlife Service	Incidental Take Permit for Desert Tortoise	Needed if there is "take" of habitat or species
United States Fish and Wildlife Service	Biological Opinion	Determination on whether or not a Federal action is likely to jeopardize the continued existence of listed species or result in the destruction or adverse modification of critical habitat.
Bureau of Land Management	Special Use Permit	To encroach on BLM land
California Department of Parks and Recreation	Special Use Permit*	To encroach on park land
Kern County Roads	Franchise agreement	To utilize road right of way
City of California City	Encroachment permit	To utilize road right of way
City of Ridgecrest	Encroachment permit	To utilize road right of way

Permitting Agency	Permit Type	Notes
Union Pacific Railroad	Encroachment permit	To utilize railroad right of way
California Department of Transportation	Encroachment permit	To utilize road right of way
Sequoia River Lands Trust	Memorandum of Understanding	Private Conservation Easement
California State Lands Commission	Lease Agreement	Public trust analysis, best interest of the State, and regulatory compliance
Southern California Edison	Encroachment permit	Would include review of plans by Cal ISO for crossing major high voltage transmission line crossings.
West Mojave Conservation Bank	Compliance with Incidental take permit	Mitigation Bank Credits for Mohave ground squirrels

Figure 1 – IWVGA Imported Pipeline Alignment Alternatives







# 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

August 15, 2023

Reference ID:  
2023-4053

### Personal Services Contract - Water Director County Administrator - Personnel ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Dr. Holly Alpert for the provision of personal services as the Water Director at Range 155, Step B, \$10,463 per month effective August 17, 2023, and authorize the Chairperson to sign; and
- B) Approve Resolution 2023-23, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2021-52, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices of Institutions of the County of Inyo," and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

At the conclusion of interviews and negotiations, your Board directed staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 202, which outlines all the terms and conditions of employment.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	Water Department
<b>Budgeted?</b>	Yes	<b>Object Code</b>	Salaries and Benefits
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This position is part of the County's Authorized Staffing for Fiscal year 2023-2024 and budgeted in the Water Department budget.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and re-negotiate the terms and conditions.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

County Counsel  
Personnel

**ATTACHMENTS:**

1. Holly Alpert - Water Director
2. Resolution No. 2023-23

**APPROVALS:**

Keri Oney	Created/Initiated - 8/10/2023
Darcy Ellis	Approved - 8/10/2023
John Vallejo	Approved - 8/10/2023
Amy Shepherd	Approved - 8/10/2023
Nate Greenberg	Final Approval - 8/10/2023

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HOLLY ALPERT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS WATER DIRECTOR**

**INTRODUCTION**

WHEREAS, HOLLY ALPERT (hereinafter referred to as "Department Head") has been or will be duly appointed as Water Director for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Department Head desire to set forth the manner and means by which Department Head will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Department Head hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

Services and work provided by the Department Head under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

**2. TERM.**

The term of this Agreement shall be from August 17, 2023, until terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. County shall reimburse Department Head for the travel expenses and per diem which Department Head incurs in providing services and work under this Agreement. 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 Department Head 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 Department Head without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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.

D. Manner of Payment. Department Head will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Department Head by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

#### **4. WORK SCHEDULE.**

Department Head's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Department Head that the performance of these services and work will require a varied schedule. Department Head, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Department Head 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, and professional licenses or certificates. Department Head will provide County, at County's request, 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 Department Head 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.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

County shall provide Department Head with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Department Head to provide the services identified in Attachment A to this Agreement.

#### **7. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

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

#### **8. WORKERS' COMPENSATION.**

County shall provide workers' compensation coverage to Department Head for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Department Head for injuries received in the course and scope of providing such services,

County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**9. STATUS OF DEPARTMENT HEAD.**

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Water Director of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

**10. DEFENSE AND INDEMNIFICATION.**

In the event the Department Head is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Department Head harmless from any and all liability arising from such acts as required by law.

**11. TERMINATION AND DISCIPLINE.**

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head one hundred eighty (180) days written notice of such intent to terminate.

Department Head may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

This is an agreement for the personal services of Department Head. County has relied upon the skills, knowledge, experience, and training of Department Head as an inducement to enter into this Agreement. Department Head shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

**13. NONDISCRIMINATION.**

Department Head agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

**14. CONFIDENTIALITY.**

Department Head agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Department Head only as allowed by law.

**15. CONFLICTS.**

Department Head agrees that Department Head 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. Department Head agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

Department Head 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, Department Head 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, Department Head by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**17. 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.

**18. NOTICE.**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Department Head or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

**County of Inyo**

<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

**Department Head**

<u>Holly Alpert</u>	Name
<u>3577 Majestic Way</u>	Street
<u>Bishop, CA 93514</u>	City and State

**19. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HOLLY ALPERT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS WATER DIRECTOR**

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

**COUNTY OF INYO**

**DEPARTMENT HEAD**

By: \_\_\_\_\_

By: Holly Alpert

Print or Type Name

Dated: \_\_\_\_\_

Holly Alpert  
Signature

Dated: August 8, 2023

APPROVED AS TO FORM AND  
LEGALITY:

Christian E. Milovich  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

K. Oney  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HOLLY ALPERT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS WATER DIRECTOR**

**TERM:**

**FROM: AUGUST 17, 2023 TO: TERMINATION**

**SCOPE OF WORK:**

Department Head shall perform the duties and responsibilities as identified in the job description for Water Director incorporated herein by this reference.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HOLLY ALPERT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS WATER DIRECTOR**

**TERM:**

**FROM: AUGUST 17, 2023 TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Department Head shall be compensated at Range 155 Step B and be paid \$10,463 per month and shall be paid every two weeks on County paydays and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. Except as otherwise provided in this contract, Department Head Services shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
3. Department Head is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The Administrative leave shall have no cash value.
4. County will provide and maintain a motor vehicle for Department Head's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HOLLY ALPERT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS WATER DIRECTOR**

**TERM:**

**FROM: AUGUST 17, 2023 TO: TERMINATION**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Department Head for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Department Head will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence or Bishop, California.

\\\ NOTHING FOLLOWS ///

**RESOLUTION NO. 2023-23**

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,  
STATE OF CALIFORNIA, AMENDING RESOLUTION 2021-52 CHANGING SALARY AND/OR  
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN THE  
SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

**WHEREAS**, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

**WHEREAS**, Appointed Officers are employees of the County of Inyo; and

**WHEREAS**, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby amends Article 7A of Resolution 2021-52 to read as follows:

**ARTICLE 7. SALARIES**

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

<b>Appointed Officers</b>	<b>July 6, 2023 and on</b>
Ag Comm/Weights and Measures	\$14,125
County Administrator	\$17,554
County Counsel	\$15,974
Child Support Director	\$11,536
Environmental Health Director	\$11,059
Water Director	\$10,463
Health and Human Services Director	\$14,043
Planning Director	\$11,059
Chief Probation Officer	\$12,152
Public Works Director	\$14,043

**PASSED AND ADOPTED** this 15<sup>th</sup> of August, 2023 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Jennifer Roeser, Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg  
Clerk of the Board

BY: \_\_\_\_\_  
Darcy Ellis, Assistant



# INYO COUNTY BOARD OF EQUALIZATION

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

**NOTICES 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](mailto: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).

### August 15, 2023

#### 1 P.M.

1. **Minutes** – Request Board approve the minutes of the July 11, 2023 Board of Equalization meeting.
2. **Oaths** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
3. **Stipulation Agreement** – Request Board consider and approve a stipulation agreement for Assessment Appeal No. 2020-26 concerning Assessor Parcel No. 039-240-01, filed by Bush Management Company.
4. **Assessment Appeal Hearing** to consider the following, filed by Bush Management Company:
  - Assessment Appeal No. 2020-26 concerning Assessor Parcel No. 039-240-01
  - Assessment Appeal No. 2021-09 concerning APN 392400100
  - Assessment Appeal No. 2021-10 concerning APN 392400100
  - Assessment Appeal No. 2021-11 concerning APN 5560081420
  - Assessment Appeal No. 2021-12 concerning APN 5560081060
  - Assessment Appeal No. 2021-13 concerning APN 5560080170
5. **Adjourn**

# MINUTES

# County of Inyo Board of EQUALIZATION

July 11, 2023

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 1:19 p.m., on Tuesday, July 11, 2023, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present: Supervisor Roeser, presiding, Jeff Griffiths, Trina Orrill, Scott Marcellin, and Matt Kingsley. Also present: County Administrator Nate Greenberg, County Counsel John Vallejo, and Assistant Clerk of the Board Darcy Ellis.

- Election of Officers      Moved by Supervisor Orrill and seconded by Supervisor Griffiths to elect Chairperson Roeser as the Chairperson of the Board of Equalization for Calendar Year 2023. Motion carried unanimously.
- Moved by Supervisor Griffiths and seconded by Supervisor Orrill to elect Supervisor Marcellin the Vice Chair of the Board of Equalization for Calendar Year 2023. Motion carried unanimously.
- Approval of Minutes      Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the minutes of the Board of Equalization meeting of November 29, 2022. Motion carried unanimously.
- Oaths                        The Assistant Clerk of the Board administered an oath to Ms. Allison Krohn, Auditor-Appraiser with the Assessor's Office, and Mr. Wing F. Leung, appellant.
- Assessment Appeal Hearing – No. 2021-08 – Denied      Chairperson Roeser called the case before the Board of Equalization to consider Assessment Appeal No. 2021-08, concerning Assessor Parcel No. 005-112-01, submitted by Mr. Wing F. Leung.
- Assistant Assessor Allison Krohn, having the burden of proof, presented the Assessor's case and provided packets of evidence to the Board. Appellant Leung represented himself, arguing that his property has been devalued by neighboring properties in poor condition. He provided the Board with photos of said properties.
- The BOE went into closed deliberations at 1:50 p.m. and returned to open session at 2:02 p.m. with all Board members present.
- Moved by Supervisor Kingsley and seconded by Supervisor Griffiths to deny Assessment Appeal Application No. 2021-08 and uphold the Assessor's determination to restore Proposition 13 values to this property. Motion carried unanimously.
- Adjournment              The Chairperson adjourned the Board of Equalization meeting at 2:08 p.m.

\_\_\_\_\_  
*Chairperson, Inyo County Board of Equalization*

*Attest: Nate Greenberg  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

<b>APPLICATION NUMBER: Clerk Use Only</b>
2020-26

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE, INITIAL), BUSINESS OR TRUST NAME <i>BUSH MANAGEMENT Company</i>					EMAIL ADDRESS	
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) <i>3501 JAMBOREE, NORTH TOWER SUITE 6100</i>						
CITY <i>Newport Beach</i>	STATE <i>Cal</i>	ZIP CODE <i>92660</i>	DAYTIME TELEPHONE <i>(949) 3573948</i>	ALTERNATE TELEPHONE	FAX TELEPHONE <i>(949) 7600130</i>	

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL) <i>CHARLES McLAUGHLIN</i>					EMAIL ADDRESS	
COMPANY NAME <i>BLACK SWAN ADVISORS</i>						
CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)						

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) <i>20 SALZBURG</i>						
CITY <i>Newport Beach</i>	STATE <i>Cal</i>	ZIP CODE <i>92660</i>	DAYTIME TELEPHONE <i>(949) 3573948</i>	ALTERNATE TELEPHONE	FAX TELEPHONE <i>(949) 7600130</i>	

<b>AUTHORIZATION OF AGENT</b>			<input type="checkbox"/> AUTHORIZATION ATTACHED			
<p>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</p> <p>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</p>						
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE <i>Charles McLaughlin</i>			TITLE <i>Authorized Agent</i>		DATE <i>9/15/20</i>	

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) <i>039-240-01</i>	ASSESSMENT NUMBER (if applicable)	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)
PROPERTY ADDRESS OR LOCATION	DOING BUSINESS AS (DBA), if appropriate <i>N/A</i>	

**PROPERTY TYPE**

<input type="checkbox"/> SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX	<input type="checkbox"/> AGRICULTURAL	<input type="checkbox"/> POSSESSORY INTEREST
<input type="checkbox"/> MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____	<input type="checkbox"/> MANUFACTURED HOME	<input checked="" type="checkbox"/> VACANT LAND
<input type="checkbox"/> COMMERCIAL/INDUSTRIAL	<input type="checkbox"/> WATER CRAFT <input type="checkbox"/> AIRCRAFT	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> BUSINESS PERSONAL PROPERTY/FIXTURES		

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	<i>1,000,000</i>	<i>350,276</i>	
IMPROVEMENTS/STRUCTURES		<i>-0-</i>	Received via email
FIXTURES		<i>-0-</i>	9/15/20 at 3:18 p.m.
PERSONAL PROPERTY (see instructions)		<i>-0-</i>	
MINERAL RIGHTS	<i>704,766</i>	<i>704,766</i>	<i>[Signature]</i>
TREES & VINES	<i>0</i>	<i>0</i>	
OTHER	<i>0</i>	<i>0</i>	
<b>TOTAL</b>	<i>1,704,766</i>	<i>1,055,042</i>	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

REGULAR ASSESSMENT - VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

SUPPLEMENTAL ASSESSMENT

\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_

ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT

\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_

*\*Must attach copy of notice or bill, where applicable \*\*Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS)

See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE

The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP

1. No change in ownership occurred on the date of \_\_\_\_\_.

2. Base year value for the change in ownership established on the date of \_\_\_\_\_ is incorrect.

C. NEW CONSTRUCTION

1. No new construction occurred on the date of \_\_\_\_\_.

2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.

3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT

Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.

1. All personal property/fixtures.

2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT

Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION

1. Classification of property is incorrect.

2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.

1. Amount of escape assessment is incorrect.

2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER

Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$ \_\_\_\_\_ per \_\_\_\_\_ )

Are requested.  Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

Yes  No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property - "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper filed application)

SIGNED AT (CITY, STATE)

DATE

NAME (Please Print)

Charles J. McLaughlin

Newport Beach, Ca.

9/15/20

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED  CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**AUTHORIZATION OF AGENT/  
DESIGNATION OF ATTORNEY**

May be filed with initial *Assessment Appeal Application* when naming an agent or when an agent or California attorney is being named when none was named in the initial application. Mail or fax the completed form to the Clerk of the Board at the address shown.

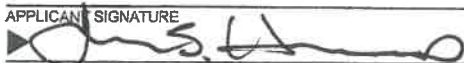
**APPLICANT AND PROPERTY INFORMATION**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL) <b>JOHN S. HAGESTAD</b>				EMAIL ADDRESS <b>JHAGESTAD@SARES-Regis.COM</b>	
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) <b>3501 JAMBOROE ROAD NORTH TOWER, Suite 6100</b>					
CITY <b>Newport Beach</b>	STATE <b>Ca</b>	ZIP CODE <b>92660</b>	DAYTIME TELEPHONE <b>(949) 756 5959</b>	ALTERNATE TELEPHONE <b>( )</b>	FAX TELEPHONE <b>( )</b>
SECURED: ASSESSOR'S PARCEL NUMBER <b>039-240-01</b>			UNSECURED: ACCOUNT OR TAX BILL NUMBER		
<input checked="" type="checkbox"/> AUTHORIZATION OF AGENT		<input type="checkbox"/> DESIGNATION OF CALIFORNIA ATTORNEY, STATE BAR NO. _____			

If the applicant is a corporation, limited partnership, or limited liability company, the authorization must be signed by an officer or authorized employee of the business entity.

NAME OF AGENT OR ATTORNEY <b>CHARLES J McLAUGHERIN</b>				EMAIL ADDRESS <b>CJM@BLACKSWANADVISORS.NET</b>	
COMPANY NAME <b>BLACK SWAN ADVISORS</b>					
MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) <b>20 SAZEBURG</b>					
CITY <b>Newport Beach</b>	STATE <b>Ca</b>	ZIP CODE <b>92660</b>	DAYTIME TELEPHONE <b>(949) 357 3943</b>	ALTERNATE TELEPHONE <b>NA</b>	FAX TELEPHONE <b>( ) N/A</b>

The above named person/company is hereby authorized to act as my agent in this application and may inspect Assessor's records, enter into stipulated agreements, and otherwise settle issues relating to this application or any *Assessment Appeal Application* in this county as indicated above.

APPLICANT SIGNATURE 	APPLICANT TITLE <b>PRESIDENT / OWNER</b>
APPLICANT NAME <b>JOHN S. HAGESTAD</b>	DATE <b>9/17/20</b>

The remaining sections are required only when authorizing an agent. (Not required when designating a California attorney.)

**THIS AUTHORIZATION IS FOR CALENDAR YEAR:** \_\_\_\_\_


Calendar Year is January 1 through December 31. This authorization must be completed for the specific year in which the application is filed.

- CHECK AND INITIAL ONE
- The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on any and all assessments or property located within the county owned by this applicant.  
*Applicant must initial this statement.*
- The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on the specific property listed above or the specific properties identified in the *Multiple Properties List* (see page 2 of this authorization).  
*Applicant must initial this statement.*

**CERTIFICATION OF AGENT**

- I am an agent for the applicant filing the initial *Assessment Appeal Application*. I hereby certify that a copy of the completed *Assessment Appeal Application*, attached to this authorization, has been forwarded to the applicant named in the application.
- I have been retained as the agent for the applicant who has previously filed an *Assessment Appeal Application*.

If a copy of this form is being submitted, or the form is being submitted electronically, I will produce the original form with original signatures upon request or any action being requested will be denied.

AGENT SIGNATURE 	PRINT AGENT NAME <b>CHARLES J McLAUGHERIN</b>
AGENT COMPANY NAME <b>BLACK SWAN ADVISORS</b>	EMAIL ADDRESS <b>CJM@BLACKSWANADVISORS.NET</b>



**AUTHORIZATION OF AGENT FOR MULTIPLE PROPERTIES**

**THIS AUTHORIZATION IS FOR CALENDAR YEAR: \_\_\_\_\_**

AGENT NAME <i>CHARLES J. McLAUBERTIN</i>	APPLICANT NAME <i>JOHN S. HAGBERG</i>
SECURED: ASSESSOR'S PARCEL NUMBER <i>039-240-01</i>	UNSECURED: ACCOUNT OR TAX BILL NUMBER
SECURED: ASSESSOR'S PARCEL NUMBER	UNSECURED: ACCOUNT OR TAX BILL NUMBER
SECURED: ASSESSOR'S PARCEL NUMBER	UNSECURED: ACCOUNT OR TAX BILL NUMBER
SECURED: ASSESSOR'S PARCEL NUMBER	UNSECURED: ACCOUNT OR TAX BILL NUMBER
SECURED: ASSESSOR'S PARCEL NUMBER	UNSECURED: ACCOUNT OR TAX BILL NUMBER

ATTACH A SEPARATE SHEET IF ADDITIONAL SPACE IS REQUIRED

Property Tax Rule 305 (a) and (b) provides for the authorization of an agent.

**Rule 305. Application.**

No change in an assessment sought by a person affected shall be made unless the following application procedure is followed.

(a) **ELIGIBLE PERSONS.** (1) An application is filed by a person affected or the person's agent, or a relative mentioned in regulation 317 of this division. If the application is made by an agent, other than an authorized attorney licensed to practice in this state who has been retained and authorized by the applicant to file the application, written authorization to so act must be filed with the application. For purposes of signing an application on behalf of an applicant, an agent shall be deemed to have been duly authorized if the applicant's written agent authorization is on the application or attached to each application at the time it is filed with the board. The attached authorization shall include the following:

- (A) The date the authorization statement is executed;
- (B) A statement to the effect that the agent is authorized to sign and file applications in the specific calendar year in which the application is filed;
- (C) The specific parcel(s) or assessment(s) covered by the authorization, or a statement that the agent is authorized to represent the applicant on all parcels and assessments located in the specific county;
- (D) The name, address, and telephone number of the specific agent who is authorized to represent the applicant;
- (E) The applicant's signature and title; and
- (F) A statement that the agent will provide the applicant with a copy of the application.

(2) If a photocopy of the original authorization is attached to the application, the agent shall be prepared to submit an original signed authorization if requested by the board. The application form shall show that the agent's authorization was attached to the application. An agent must have authorization to file an application at the time the application is filed; retroactive authorizations are not permitted.

(3) If the applicant is a corporation, limited partnership, or a limited liability company, the agent authorization must be signed by an officer or authorized employee of the business entity.

(4) No application shall be rejected as a duplicate application by the clerk unless it qualifies as a duplicate application within the meaning specified in section 1603.5 of the Revenue and Taxation Code.

(b) **SIGNATURE AND VERIFICATION.** The application shall be in writing and signed by the applicant or the applicant's agent with declaration under penalty of perjury that the statements made in the application are true and that the person signing the application is one of the following:

- (1) The person affected, a relative mentioned in regulation 317 of this division, an officer of a corporation, or an employee of a corporation who has been designated in writing by the board of directors or corporate officer to represent the corporation on property tax matters;
- (2) An agent authorized by the applicant as indicated in the agent's authorization portion of the application; or
- (3) An attorney licensed to practice law in this state who has been retained by the applicant and who has been authorized by the applicant, prior to the time the application is filed, to file the application.

Property Tax Rule 317 states that a relative is a parent, spouse, son, or daughter of the applicant or the affected person. Such persons are not considered agents and no authorization is required when an application is filed, signed, and/or represented at the hearing by one of these relatives.

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. Do not attach hearing evidence to this application.

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

**Non-refundable processing fee of \$22.80 due at time of filing.**

**AMENDED**

APPLICATION NUMBER: Clerk Use Only  
 2021-09

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME  
 Bush Management Company  
 MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)  
 3501 Jamboree Rd, N. Tower Ste 6100  
 CITY STATE ZIP CODE DAYTIME TELEPHONE ALTERNATE TELEPHONE FAX TELEPHONE  
 Newport Beach CA 92660 (949) 943 9543 ( ) ( )

EMAIL ADDRESS  
 jhagestad@sales-regis.com

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)  
 Blair Will  
 COMPANY NAME  
 Hall Estill, Attorneys at Law  
 CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

EMAIL ADDRESS  
 bwill@hallstill.com

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)  
 1600 Stout St, Ste 1100  
 CITY STATE ZIP CODE DAYTIME TELEPHONE ALTERNATE TELEPHONE FAX TELEPHONE  
 Denver CO 80202 (619) 757 6332 (720) 420 7583 ( )

**AUTHORIZATION OF AGENT**  AUTHORIZATION ATTACHED  
 The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.  
 The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.  
 SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE TITLE DATE

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) ASSESSMENT NUMBER (if applicable) ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)  
 0392 400 100 5020 102 850  
 PROPERTY ADDRESS OR LOCATION DOING BUSINESS AS (DBA), if appropriate  
 Pleasant Canyon CA

**PROPERTY TYPE**   
 SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX  AGRICULTURAL  POSSESSORY INTEREST  
 MULTI-FAMILY/APARTMENTS: NO. OF UNITS \_\_\_\_\_  MANUFACTURED HOME  VACANT LAND  
 COMMERCIAL/INDUSTRIAL  WATER CRAFT  AIRCRAFT  OTHER: \_\_\_\_\_  
 BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	758,462	0	
IMPROVEMENTS/STRUCTURES			
FIXTURES	11,613	11,613	
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	770,075	11,613	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
  - SUPPLEMENTAL ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_
  - ROLL CHANGE     ESCAPE ASSESSMENT     CALAMITY REASSESSMENT     PENALTY ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_
- \*Must attach copy of notice or bill, where applicable      \*\*Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE  
 The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP  
 1. No change in ownership occurred on the date of \_\_\_\_\_.  
 2. Base year value for the change in ownership established on the date of 1/1/2019 is incorrect.
- C. NEW CONSTRUCTION  
 1. No new construction occurred on the date of \_\_\_\_\_.  
 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.  
 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT  
 Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.  
 1. All personal property/fixtures.  
 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT  
 Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION  
 1. Classification of property is incorrect.  
 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.  
 1. Amount of escape assessment is incorrect.  
 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER  
 Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$160 deposit per parcel )

- Are requested.     Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*

- Yes     No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application) 	SIGNED AT (CITY, STATE) <u>Charleston SC</u>	DATE <u>7/11/2023</u>
NAME (Please Print) <u>Blair W. Will</u>		

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER     AGENT     ATTORNEY     SPOUSE     REGISTERED DOMESTIC PARTNER     CHILD     PARENT     PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE



# OFFICE OF THE ASSESSOR

County of Inyo, Dave Stottliemyre, Assessor  
PO Box J  
Independence, CA 93526

**AUG 23 2021**

## NOTICE OF PROPOSED ESCAPE ASSESSMENT

BUSH MANAGEMENT CO

3501 JAMBOREE RD NORTH TOWER STE 6100  
NEWPORT BEACH, CA 92860

DATE NOTICE MAILED	8/20/2021
ASSESSMENT #	5020102850
ESCAPE TAX YEAR	2021
ESCAPE #	
TAX YEAR CREATED	2021
PARCEL #	0392400100
REVENUE & TAX CODE	RTC 4831

OWNER(S): BUSH MANAGEMENT CO

PROPERTY ADDRESS: PLEASANT CANYON, CA

Section 531.8 of the Revenue and Taxation Code provides that we give you notice at least 10 days prior to levying an escape assessment. This escape assessment is intended to correct omissions or errors in the assessment of your taxable property. This notice is to inform you that we propose to process the following escape assessment(s) on the real and/or business property described above.

VALUE/EXEMPTION TYPE	PRIOR ASSESSMENT	NEW ASSESSMENT	VALUE CHANGE
Land	0	758,462	758,462
Trade Fixtures	0	11,613	11,613
Business Personal Property	0	0	0
<b>Net Taxable</b>	<b>0</b>	<b>770,075</b>	<b>770,075</b>

**REASON:** Annual Posting, 4831 - To Correct Entries on the Roll

Escape assessments with both value increases and decreases may be processed separately by the Auditor - Controller. This could result in the creation of both an escape tax bill for the total of all increases and a tax refund for the total of all decreases (if all taxes have been paid).

### YOUR RIGHT TO AN INFORMAL REVIEW

If you believe this assessment is incorrect, you have the right to an informal review with the Assessor or a member of the Assessor's staff. You may contact the Assessor's Office at (760)878-0302 for information regarding an informal review.

### YOUR RIGHT TO APPEAL

You also have the right to a formal appeal of the assessment which involves (1) the filing of an *Assessment Appeal Application*, (2) a hearing before an appeals board, and (3) a decision by the appeals board. An *Assessment Appeal Application* form is available from, and should be filed with, the Clerk of the Appeals Board. You may contact the Clerk's Office at (760)878-0373 for more information on filing an application.

### FILING DEADLINES

*[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]*

In general, an *Assessment Appeal Application* must be filed within 60 days after the Date of Notice (printed above) or the postmark date on the envelope in which the notice was mailed, whichever is later.

An application is considered timely filed if: (1) it is sent by U.S. mail, properly addressed with postage prepaid, postmarked on or before the filing deadline; OR (2) the appeals board is satisfied that the mailing occurred by the filing deadline. If the filing deadline falls on a Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be considered timely filed.

**THIS IS NOT A TAX BILL**

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. Do not attach hearing evidence to this application.

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

Non-refundable processing fee of \$22.80 due at time of filing.

**AMENDED**

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME  
 Bush Management Company

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)  
 3501 Jamboree Rd, N Tower Ste 6100

CITY: Newport Beach STATE: CA ZIP CODE: 92660 DAYTIME TELEPHONE: 949 943 9843 ALTERNATE TELEPHONE: ( ) FAX TELEPHONE: ( )

APPLICATION NUMBER - Clerk Use Only  
 2021 - 10

EMAIL ADDRESS  
 jhagestad@sanes-regis.com

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)  
 Blair Will

COMPANY NAME  
 Hall Estill, Attorneys at Law

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)  
 1600 Stout St, Ste 1100

CITY: Denver STATE: CO ZIP CODE: 80202 DAYTIME TELEPHONE: (619) 576 6332 ALTERNATE TELEPHONE: (702) 420 7583 FAX TELEPHONE: ( )

EMAIL ADDRESS  
 bwill@hallstill.com

**AUTHORIZATION OF AGENT**  AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE TITLE DATE

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable): 0392400100 ASSESSMENT NUMBER (if applicable): 5020190990 ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable):

PROPERTY ADDRESS OR LOCATION: Pleasant Canyon CA DOING BUSINESS AS (DBA), if appropriate:

PROPERTY TYPE

SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX  AGRICULTURAL  POSSESSORY INTEREST

MULTI-FAMILY/APARTMENTS: NO. OF UNITS \_\_\_\_\_  MANUFACTURED HOME  VACANT LAND

COMMERCIAL/INDUSTRIAL  WATER CRAFT  AIRCRAFT  OTHER: \_\_\_\_\_

BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND			
IMPROVEMENTS/STRUCTURES			
FIXTURES			
PERSONAL PROPERTY (see instructions)	255,000	0	
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	255,000	0	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
  - SUPPLEMENTAL ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_
  - ROLL CHANGE    ESCAPE ASSESSMENT     CALAMITY REASSESSMENT     PENALTY ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_
- \*Must attach copy of notice or bill, where applicable      \*\*Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS)      See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
  - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
  - 1. No change in ownership occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the change in ownership established on the date of \_\_\_\_\_ is incorrect.
- C. NEW CONSTRUCTION
  - 1. No new construction occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.
  - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
  - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
  - 1. All personal property/fixtures.
  - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
  - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
  - 1. Classification of property is incorrect.
  - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
  - 1. Amount of escape assessment is incorrect.
  - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
  - Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$160 deposit per parcel )

- Are requested.     Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes     No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application) 	SIGNED AT (CITY, STATE) Charleston SC	DATE 7/31/2023
NAME (Please Print) Blair W. Will		

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER     AGENT     ATTORNEY     SPOUSE     REGISTERED DOMESTIC PARTNER     CHILD     PARENT     PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE



# OFFICE OF THE ASSESSOR

County of Inyo, Dave Stottlemire, Assessor  
PO Box J  
Independence, CA 93525

AUG 23 2021

## NOTICE OF PROPOSED ESCAPE ASSESSMENT

BUSH MANAGEMENT CO

3501 JAMBOREE RD NORTH TOWER STE 6100  
NEWPORT BEACH, CA 92660

DATE NOTICE MAILED	8/20/2021
ASSESSMENT #	5020190990
ESCAPE TAX YEAR	2021
ESCAPE #	
TAX YEAR CREATED	2021
PARCEL #	0392400100
REVENUE & TAX CODE	RTC 4831

OWNER(S): BUSH MANAGEMENT CO

PROPERTY ADDRESS: NONE PLEASANT CANYON PANAMINT, CA

Section 531.8 of the Revenue and Taxation Code provides that we give you notice at least 10 days prior to levying an escape assessment. This escape assessment is intended to correct omissions or errors in the assessment of your taxable property. This notice is to inform you that we propose to process the following escape assessment(s) on the real and/or business property described above.

VALUE/EXEMPTION TYPE	PRIOR ASSESSMENT	NEW ASSESSMENT	VALUE CHANGE
Business Personal Property	0	255,000	255,000
Net Taxable	0	255,000	255,000

**REASON:** Annual Posting, 4831 - To Correct Entries on the Roll

Escape assessments with both value increases and decreases may be processed separately by the Auditor - Controller. This could result in the creation of both an escape tax bill for the total of all increases and a tax refund for the total of all decreases (if all taxes have been paid).

### YOUR RIGHT TO AN INFORMAL REVIEW

If you believe this assessment is incorrect, you have the right to an informal review with the Assessor or a member of the Assessor's staff. You may contact the Assessor's Office at (760)878-0302 for information regarding an informal review.

### YOUR RIGHT TO APPEAL

You also have the right to a formal appeal of the assessment which involves (1) the filing of an *Assessment Appeal Application*, (2) a hearing before an appeals board, and (3) a decision by the appeals board. An *Assessment Appeal Application* form is available from, and should be filed with, the Clerk of the Appeals Board. You may contact the Clerk's Office at (760)878-0373 for more information on filing an application.

### FILING DEADLINES

*[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]*

In general, an *Assessment Appeal Application* must be filed within 60 days after the Date of Notice (printed above) or the postmark date on the envelope in which the notice was mailed, whichever is later.

An application is considered timely filed if: (1) it is sent by U.S. mail, properly addressed with postage prepaid, postmarked on or before the filing deadline; OR (2) the appeals board is satisfied that the mailing occurred by the filing deadline. If the filing deadline falls on a Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be considered timely filed.

**THIS IS NOT A TAX BILL**

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

**Non-refundable processing fee of \$22.80 due at time of filing.**

**AMENDED**

APPLICATION NUMBER: Clerk Use Only  
 2021-11

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME  
 Bush Management Co.  
 MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)  
 3501 Jamboree Rd North Tower, Ste 600  
 CITY STATE ZIP CODE DAYTIME TELEPHONE ALTERNATE TELEPHONE FAX TELEPHONE  
 Newport Beach CA 92660 (949) 943 9543 ( ) ( )

EMAIL ADDRESS  
 jhagestad@sares-regis.com

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)  
 Blair Will  
 COMPANY NAME  
 Hall Estill Attorney at Law  
 CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

EMAIL ADDRESS  
 bwill@hallstill.com

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)  
 1600 Stout St, Ste 1100  
 CITY STATE ZIP CODE DAYTIME TELEPHONE ALTERNATE TELEPHONE FAX TELEPHONE  
 Denver CO 80202 (619) 757 6334 (720) 420 7583

AUTHORIZATION OF AGENT  AUTHORIZATION ATTACHED  
 The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.  
 The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.  
 SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE TITLE DATE

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) ASSESSMENT NUMBER (if applicable) ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)  
 5560081420 5560081420  
 PROPERTY ADDRESS OR LOCATION DOING BUSINESS AS (DBA), if appropriate  
 Goler Canyon CA

PROPERTY TYPE   
 SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX  AGRICULTURAL  POSSESSORY INTEREST  
 MULTI-FAMILY/APARTMENTS: NO. OF UNITS \_\_\_\_\_  MANUFACTURED HOME  VACANT LAND  
 COMMERCIAL/INDUSTRIAL  WATER CRAFT  AIRCRAFT  OTHER: \_\_\_\_\_  
 BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	4994	4994	
IMPROVEMENTS/STRUCTURES	530	530	
FIXTURES	235	235	
PERSONAL PROPERTY (see instructions)	125	125	
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	5884	5884	
PENALTIES (amount or percent)			



5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
- SUPPLEMENTAL ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_
- ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT  
\*DATE OF NOTICE: 8/20/2021 \*\*ROLL YEAR: \_\_\_\_\_  
\*Must attach copy of notice or bill, where applicable \*\*Each roll year requires a separate application

6. REASON FOR FILING APPEAL (FACTS) See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
  - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
  - 1. No change in ownership occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the change in ownership established on the date of 2/1/2019 is incorrect.
- C. NEW CONSTRUCTION
  - 1. No new construction occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.
  - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
  - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
  - 1. All personal property/fixtures.
  - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
  - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
  - 1. Classification of property is incorrect.
  - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
  - 1. Amount of escape assessment is incorrect.
  - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
  - Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$160 deposit per parcel )

- Are requested.  Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes  No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application) <u>Blair W. Weid</u>	SIGNED AT (CITY, STATE) <u>Charleston SC</u>	DATE <u>7/31/2023</u>
NAME (Please Print) <u>Blair Weid</u>		

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE



# OFFICE OF THE ASSESSOR

County of Inyo, Dave Stottliemyre, Assessor  
PO Box J  
Independence, CA 93526

AUG 23 2021

## NOTICE OF PROPOSED ESCAPE ASSESSMENT

BUSH MANAGEMENT CO

3501 JAMBOREE RD NORTH TOWER STE 6100  
NEWPORT BEACH, CA 92660

DATE NOTICE MAILED	8/20/2021
ASSESSMENT #	5560081420
ESCAPE TAX YEAR	2021
ESCAPE #	
TAX YEAR CREATED	2021
PARCEL #	5560081420
REVENUE & TAX CODE	RTC 4831

OWNER(S): BUSH MANAGEMENT CO

PROPERTY ADDRESS: SEC 9 T24SR45E GOLER CYN, CA

Section 531.8 of the Revenue and Taxation Code provides that we give you notice at least 10 days prior to levying an escape assessment. This escape assessment is intended to correct omissions or errors in the assessment of your taxable property. This notice is to inform you that we propose to process the following escape assessment(s) on the real and/or business property described above.

VALUE/EXEMPTION TYPE	PRIOR ASSESSMENT	NEW ASSESSMENT	VALUE CHANGE
Land	0	4,994	4,994
Improvement	0	530	530
Trade Fixtures	0	235	235
Business Personal Property	0	125	125
<b>Net Taxable</b>	<b>0</b>	<b>5,884</b>	<b>5,884</b>

**REASON:** Annual Posting, 4831 - To Correct Entries on the Roll

Escape assessments with both value increases and decreases may be processed separately by the Auditor - Controller. This could result in the creation of both an escape tax bill for the total of all increases and a tax refund for the total of all decreases (if all taxes have been paid).

### YOUR RIGHT TO AN INFORMAL REVIEW

If you believe this assessment is incorrect, you have the right to an informal review with the Assessor or a member of the Assessor's staff. You may contact the Assessor's Office at (760)878-0302 for information regarding an informal review.

### YOUR RIGHT TO APPEAL

You also have the right to a formal appeal of the assessment which involves (1) the filing of an *Assessment Appeal Application*, (2) a hearing before an appeals board, and (3) a decision by the appeals board. An *Assessment Appeal Application* form is available from, and should be filed with, the Clerk of the Appeals Board. You may contact the Clerk's Office at (760)878-0373 for more information on filing an application.

### FILING DEADLINES

[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]

In general, an *Assessment Appeal Application* must be filed within 60 days after the Date of Notice (printed above) or the postmark date on the envelope in which the notice was mailed, whichever is later.

An application is considered timely filed if: (1) it is sent by U.S. mail, properly addressed with postage prepaid, postmarked on or before the filing deadline; OR (2) the appeals board is satisfied that the mailing occurred by the filing deadline. If the filing deadline falls on a Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be considered timely filed.

**THIS IS NOT A TAX BILL**

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

**Non-refundable processing fee of \$22.80 due at time of filing.**

**AMENDED**

APPLICATION NUMBER: Clerk Use Only 2021-12
---

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME Bush Management Company				EMAIL ADDRESS jhagestad@saues-regis.com		
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) 3501 Jamboree Rd, North Tower, Ste 6100						
CITY Newport Beach	STATE CA	ZIP CODE 92660	DAYTIME TELEPHONE 9499439843	ALTERNATE TELEPHONE ( )	FAX TELEPHONE ( )	

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL) Blair Will				EMAIL ADDRESS bwill@hallstill.com		
COMPANY NAME Hall Estill, Attorneys at Law						
CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)						

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) 1600 Stout St, Ste 1100						
CITY Denver	STATE CA	ZIP CODE 80202	DAYTIME TELEPHONE 619757632	ALTERNATE TELEPHONE 7204207583	FAX TELEPHONE ( )	

<b>AUTHORIZATION OF AGENT</b> <input type="checkbox"/> AUTHORIZATION ATTACHED	
<p>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</p> <p>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</p>	
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE	TITLE
	DATE

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) 556 008 1060	ASSESSMENT NUMBER (if applicable) 556 008 1060	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)
PROPERTY ADDRESS OR LOCATION		DOING BUSINESS AS (DBA), if appropriate

**PROPERTY TYPE**

<input type="checkbox"/> SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX	<input type="checkbox"/> AGRICULTURAL	<input type="checkbox"/> POSSESSORY INTEREST
<input type="checkbox"/> MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____	<input type="checkbox"/> MANUFACTURED HOME	<input checked="" type="checkbox"/> VACANT LAND
<input type="checkbox"/> COMMERCIAL/INDUSTRIAL	<input type="checkbox"/> WATER CRAFT <input type="checkbox"/> AIRCRAFT	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> BUSINESS PERSONAL PROPERTY/FIXTURES		

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	45 591	45 591	
IMPROVEMENTS/STRUCTURES			
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	45 591	45 591	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
  - SUPPLEMENTAL ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_
  - ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_
- \*Must attach copy of notice or bill, where applicable      \*\*Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
  - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
  - 1. No change in ownership occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the change in ownership established on the date of 1/1/2019 is incorrect.
- C. NEW CONSTRUCTION
  - 1. No new construction occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.
  - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
  - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
  - 1. All personal property/fixtures.
  - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
  - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
  - 1. Classification of property is incorrect.
  - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
  - 1. Amount of escape assessment is incorrect.
  - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
  - Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$160 deposit per parcel )

- Are requested.  Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes  No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application) 	SIGNED AT (CITY, STATE) Charleston SC	DATE 7/31/23
NAME (Please Print) Blair Will		

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE



# OFFICE OF THE ASSESSOR

County of Inyo, Dave Stottlemire, Assessor  
PO Box J  
Independence, CA 93526

## NOTICE OF PROPOSED ESCAPE ASSESSMENT

BUSH MANAGEMENT LESSEE

3501 JAMBOREE RD NORTH TOWER STE 6100  
NEWPORT BEACH, CA 92660

DATE NOTICE MAILED 8/20/2021  
ASSESSMENT # 5560081060  
ESCAPE TAX YEAR 2021  
ESCAPE #  
TAX YEAR CREATED 2021  
PARCEL # 5560081060  
REVENUE & TAX CODE RTC 4831

OWNER(S): BUSH MANAGEMENT LESSEE

PROPERTY ADDRESS: VRS SECS T21&22SR45E , CA

Section 531.8 of the Revenue and Taxation Code provides that we give you notice at least 10 days prior to levying an escape assessment. This escape assessment is intended to correct omissions or errors in the assessment of your taxable property. This notice is to inform you that we propose to process the following escape assessment(s) on the real and/or business property described above.

VALUE/EXEMPTION TYPE	PRIOR ASSESSMENT	NEW ASSESSMENT	VALUE CHANGE
Land	0	45,591	45,591
Business Personal Property	0	0	0
<b>Net Taxable</b>	<b>0</b>	<b>45,591</b>	<b>45,591</b>

**REASON:** Annual Posting, 4831 - To Correct Entries on the Roll

Escape assessments with both value increases and decreases may be processed separately by the Auditor - Controller. This could result in the creation of both an escape tax bill for the total of all increases and a tax refund for the total of all decreases (if all taxes have been paid).

### YOUR RIGHT TO AN INFORMAL REVIEW

If you believe this assessment is incorrect, you have the right to an informal review with the Assessor or a member of the Assessor's staff. You may contact the Assessor's Office at (760)878-0302 for information regarding an informal review.

### YOUR RIGHT TO APPEAL

You also have the right to a formal appeal of the assessment which involves (1) the filing of an *Assessment Appeal Application*, (2) a hearing before an appeals board, and (3) a decision by the appeals board. An *Assessment Appeal Application* form is available from, and should be filed with, the Clerk of the Appeals Board. You may contact the Clerk's Office at (760)878-0373 for more information on filing an application.

### FILING DEADLINES

[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]

In general, an *Assessment Appeal Application* must be filed within 60 days after the Date of Notice (printed above) or the postmark date on the envelope in which the notice was mailed, whichever is later.

An application is considered timely filed if: (1) it is sent by U.S. mail, properly addressed with postage prepaid, postmarked on or before the filing deadline; OR (2) the appeals board is satisfied that the mailing occurred by the filing deadline. If the filing deadline falls on a Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be considered timely filed.

**THIS IS NOT A TAX BILL**

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. Do not attach hearing evidence to this application.

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

Non-refundable processing fee of \$22.80 due at time of filing.

**AMENDED**

APPLICATION NUMBER: Clerk Use Only  
 2021-13

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME: Bush Management Company  
 EMAIL ADDRESS: jhagestad@Sares-regis.com  
 MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX): 3501 Jamboree Rd, North Tower, Ste 6100  
 CITY: Newport Beach STATE: CA ZIP CODE: 92660 DAYTIME TELEPHONE: 9499439543 ALTERNATE TELEPHONE: ( ) FAX TELEPHONE: ( )

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL): Blair Will EMAIL ADDRESS: bwill@hallestill.com  
 COMPANY NAME: Hall Estill attorneys at law  
 CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL):

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX): 1600 Stout St, Ste 1100  
 CITY: Denver STATE: CO ZIP CODE: 80202 DAYTIME TELEPHONE: 6197576332 ALTERNATE TELEPHONE: 7204207583 FAX TELEPHONE: ( )

AUTHORIZATION OF AGENT  AUTHORIZATION ATTACHED  
 The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.  
 The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.  
 SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?  
 ASSESSOR'S PARCEL NUMBER (if applicable): 5560080170 ASSESSMENT NUMBER (if applicable): 5560080170 ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable): \_\_\_\_\_  
 PROPERTY ADDRESS OR LOCATION: Pleasant Canyon CA DOING BUSINESS AS (DBA), if appropriate: \_\_\_\_\_  
 PROPERTY TYPE   
 SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX  AGRICULTURAL  POSSESSORY INTEREST  
 MULTI-FAMILY/APARTMENTS: NO. OF UNITS \_\_\_\_\_  MANUFACTURED HOME  VACANT LAND  
 COMMERCIAL/INDUSTRIAL  WATER CRAFT  AIRCRAFT  OTHER: \_\_\_\_\_  
 BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND			
IMPROVEMENTS/STRUCTURES			
FIXTURES			
PERSONAL PROPERTY (see instructions)	9530	9530	
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	9530	9530	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
  - SUPPLEMENTAL ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_
  - ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_
- \*Must attach copy of notice or bill, where applicable      \*\*Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE  
 The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP  
 1. No change in ownership occurred on the date of \_\_\_\_\_.  
 2. Base year value for the change in ownership established on the date of 1/1/2019 is incorrect.
- C. NEW CONSTRUCTION  
 1. No new construction occurred on the date of \_\_\_\_\_.  
 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.  
 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT  
 Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.  
 1. All personal property/fixtures.  
 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT  
 Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION  
 1. Classification of property is incorrect.  
 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.  
 1. Amount of escape assessment is incorrect.  
 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER  
 Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$160 deposit per parcel )

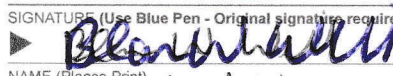
- Are requested.  Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes  No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application) 	SIGNED AT (CITY, STATE) Charleston SC	DATE 7/31/2023
NAME (Please Print) Blair W Will		

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE



# OFFICE OF THE ASSESSOR

County of Inyo, Dave Stottemyre, Assessor  
PO Box J  
Independence, CA 93526

## NOTICE OF PROPOSED ESCAPE ASSESSMENT

BUSH MANAGEMENT LESSEE

3501 JAMBOREE RD NORTH TOWER STE 6100  
NEWPORT BEACH, CA 92660

DATE NOTICE MAILED	8/20/2021
ASSESSMENT #	5560080170
ESCAPE TAX YEAR	2021
ESCAPE #	
TAX YEAR CREATED	2021
PARCEL #	5560080170
REVENUE & TAX CODE	RTC 4831

OWNER(S): BUSH MANAGEMENT LESSEE

PROPERTY ADDRESS: VRS SEC T22SR45E PLEASANT CYN, CA

Section 531.8 of the Revenue and Taxation Code provides that we give you notice at least 10 days prior to levying an escape assessment. This escape assessment is intended to correct omissions or errors in the assessment of your taxable property. This notice is to inform you that we propose to process the following escape assessment(s) on the real and/or business property described above.

VALUE/EXEMPTION TYPE	PRIOR ASSESSMENT	NEW ASSESSMENT	VALUE CHANGE
Land	0	9,530	9,530
Business Personal Property	0	0	0
<b>Net Taxable</b>	<b>0</b>	<b>9,530</b>	<b>9,530</b>

**REASON:** Annual Posting, 4831 - To Correct Entries on the Roll

Escape assessments with both value increases and decreases may be processed separately by the Auditor - Controller. This could result in the creation of both an escape tax bill for the total of all increases and a tax refund for the total of all decreases (if all taxes have been paid).

### YOUR RIGHT TO AN INFORMAL REVIEW

If you believe this assessment is incorrect, you have the right to an informal review with the Assessor or a member of the Assessor's staff. You may contact the Assessor's Office at (760)878-0302 for information regarding an informal review.

### YOUR RIGHT TO APPEAL

You also have the right to a formal appeal of the assessment which involves (1) the filing of an *Assessment Appeal Application*, (2) a hearing before an appeals board, and (3) a decision by the appeals board. An *Assessment Appeal Application* form is available from, and should be filed with, the Clerk of the Appeals Board. You may contact the Clerk's Office at (760)878-0373 for more information on filing an application.

### FILING DEADLINES

[For counties in which the Board of Supervisors has not adopted the provisions of section 1605(c)]

In general, an *Assessment Appeal Application* must be filed within 60 days after the Date of Notice (printed above) or the postmark date on the envelope in which the notice was mailed, whichever is later.

An application is considered timely filed if: (1) it is sent by U.S. mail, properly addressed with postage prepaid, postmarked on or before the filing deadline; OR (2) the appeals board is satisfied that the mailing occurred by the filing deadline. If the filing deadline falls on a Saturday, Sunday, or a legal holiday, an application that is mailed and postmarked on the next business day shall be considered timely filed.

**THIS IS NOT A TAX BILL**



**WAIVER TO EXTEND HEARING ON APPLICATION FOR CHANGED ASSESSMENT**

*To be filed when the taxpayer and the County Board mutually agree to waive the two-year mandatory time period in which the Board is required to hear and make a final determination on an appeal. Mail or fax the completed form to the Clerk of the Board at the address shown.*

**AGREEMENT TO WAIVE THE PROVISIONS OF REVENUE AND TAXATION CODE SECTION 1604(c) AND PROPERTY TAX RULE 309(b)**

NAME OF APPLICANT <b>Bush Management Company</b>		HEARING DATE (IF KNOWN) <b>9/6/2022</b>
APPLICATION NUMBER(S) <b>2020-26</b>	APPLICATION YEAR <b>2020</b>	
PARCEL NUMBER <b>0392400100</b>	ACCOUNT OR TAX BILL NUMBER (if applicable)	

This waiver agreement extends the two-year period in which the County Board of Equalization or Assessment Appeals Board is required to conduct a hearing and make a final determination on the above referenced application(s).

- This waiver shall extend and toll indefinitely the two-year period subject to the right of the Board to reschedule the matter upon reasonable prior notice to the applicant.
- This waiver extends the two year period until 9/12/2023.

**Important Note:** Revenue and Taxation Code section 5097 limits the filing of a claim for property tax refund to four years from the date taxes were paid. Unless specifically authorized by the Board of Supervisors, this waiver does NOT extend that four-year statute of limitations even if your appeal has not yet been heard. You should file a claim for a refund of taxes with the Board of Supervisors if this waiver extends your hearing date indefinitely or to a date beyond four years from the date the taxes subject to this appeal were paid.

- I request that my rights to file a claim for a refund be extended beyond the four-year statute of limitations. If granted, the clerk of the board will notify me of the extension period.

This waiver may be cancelled by the applicant by delivering a written notice of termination to the county board at the address shown above. Upon receipt of a cancellation notice, the county board shall hear and decide the above-referenced application within 120 days from the date the termination notice was received or within 120 days from the expiration of the original two-year period, whichever is later.

This waiver shall be effective upon execution and until such time as the Board renders its final written decision in such appeal(s), or the date indicated above, whichever is earlier.

**CERTIFICATION**

*I hereby certify that I am authorized to execute this waiver, and agree to an extension of time for the hearing beyond the two-year period of my timely filing on the application number(s) specified above.*

SIGNATURE 	DATE <b>8/6/22</b>
PRINT NAME OF AUTHORIZED SIGNER <b>John S. Hagestad</b>	TITLE <b>President/Owner</b>
COMPANY NAME <b>Bush Management Company</b>	EMAIL ADDRESS <b>JHagestad@Sares-Regis.com</b>
FILING STATUS <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE	

**FOR COUNTY BOARD USE ONLY**

APPROVED BY COUNTY BOARD:

- This waiver DOES NOT extend the four-year statute of limitations for filing a claim for refund.
- This waiver extends the four-year statute of limitations for filing a claim for refund to: \_\_\_\_\_

DATED: 08/08/2022

BY:   
CHAIRPERSON

  
Asst., CLERK OF THE BOARD

**THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION**



# INYO COUNTY BOARD OF EQUALIZATION

DAN TOTEROH • JEFF GRIFFITHS • RICK PUCCI • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



June 27, 2023

Blair Will  
Special Counsel  
Nexsen Pruet, LLC  
Post Office Box 486  
Charleston, SC 29402  
Email: [Bwill@Nexsenpruet.com](mailto:Bwill@Nexsenpruet.com)

**Re: Assessor Parcel Nos. 039-240-01 (now 392400100), 5560081420, 5560081060, 5560080170**

Dear Mr. Will,

Per the hearing notice sent from this office dated June 20, 2023, I am writing to inform you that our attendance guidelines have changed.

In-person attendance is now required for all assessment appeal hearings coming before the Inyo County Board of Equalization. As previously noticed, Application Nos. 2020-26, 2021-09, 2021-10, 2021-11, 2021-12, and 2021-13 appealing the assessed valuation of the above referenced properties have been set to be heard by the Inyo County Board of Equalization at 1 p.m. Tuesday, August 15, 2023, in the Board of Supervisors Room, located at the County Administrative Center at 224 N. Edwards, Independence, California.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

1. *The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
2. *The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotested assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

**Please note that Inyo County charges a \$160 deposit per parcel for written findings of fact (the actual charge may be less or more).** Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526; or [dellis@inyocounty.us](mailto:dellis@inyocounty.us). The Clerk can be contacted at (760) 878-0373.

**Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.**

Sincerely,



Darcy Ellis,  
Assistant Clerk of the Board

de  
xc: David Stottlemyre, County Assessor  
John-Carl Vallejo, County Counsel

**Commissioners**  
**Eric Sklar**, President  
Saint Helena

**Erika Zavaleta**, Vice President  
Santa Cruz

**Jacque Hostler-Carmesin**, Member  
McKinleyville

**Samantha Murray**, Member  
La Jolla

**Anthony Williams**, Member  
Huntington Beach

STATE OF CALIFORNIA  
Gavin Newsom, Governor

## Fish and Game Commission



*Wildlife Heritage and Conservation  
Since 1870*

**Melissa Miller-Henson**  
**Executive Director**  
P.O. Box 944209  
Sacramento, CA 94244-2090  
(916) 653-4899  
[fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov)  
[www.fgc.ca.gov](http://www.fgc.ca.gov)

### Meeting Agenda August 22-23, 2023

#### Participate in Person

River Lodge Conference Center  
1800 Riverwalk Drive  
Fortuna, CA 95540

TBD  
San Diego, CA

#### Participate via Webinar/Teleconference

***The meeting will be live streamed; visit <http://www.fgc.ca.gov> the day of the meeting to watch or listen. To provide public comment during the meeting, please join at the in-person location, via Zoom, or by telephone; you may join the webinar directly at <https://us02web.zoom.us/j/83396058980>. For complete instructions on how to join via Zoom or telephone, [click here](#) or visit [fgc.ca.gov/meetings/2023](http://fgc.ca.gov/meetings/2023).***

**Note: See important meeting deadlines and procedures, including written public comment deadlines, starting on page 10. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department. All section and subsection references are to Title 14 of the California Code of Regulations, unless otherwise noted.**

**Invitation: The Commission invites members of the public to join commissioners and staff for a field trip currently under development that will take place in conjunction with the meeting on Tuesday afternoon. Details will be available in advance of the Commission meeting. Members of the public are welcome to join but must provide their own transportation.**

**Day 1 – August 22, 2023, 8:30 AM**

---

#### Call to Order/Roll Call to Establish Quorum

---

1. Consider approving agenda and order of items

---

## General Public Comment

---

### 2. **General public comment for items not on the agenda**

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

---

## Consent Items

---

Note: Items on the consent calendar are expected to be routine and non-controversial. After public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

### 3. **Permits and draws for special hunts**

Adopt proposed amendments to regulations regarding special hunt permit issuance and drawings in the Department Automated License Data System.  
(Amend sections 702 and 715)

---

## Discussion and Action Items

---

### 4. **Commission executive director and Department reports**

Receive updates on items of note since the previous Commission meeting.

(A) ***Commission executive director***

(B) ***Department director and Department Law Enforcement Division***

### 5. **Justice, equity, diversity and inclusion**

Receive and discuss an update and presentation on developing the justice, equity, diversity, and inclusion (JEDI) plan.

### 6. **Inland Sport Fish Update**

Discuss proposed amendments to regulations regarding freshwater sport fishing regulations.

(Amend subsections 7.40(b)(27), 7.40(b)(79), 7.50(b)(7), and 7.50(b)(81))

### 7. **Mitigating risks for cervid importation and movement**

Discuss proposed amendments to regulations regarding cervid importation and movement to mitigate risks for importing diseases like chronic wasting disease into California.

(Amend sections 257.5, 475, 676, and 712, and add sections 681 and 714)

8. **Klamath river dam removal sport fishing**  
Consider authorizing publication of notice of intent to amend Klamath river dam removal sport fishing regulations.  
(Amend sections 5.87 and 8.02 and subsections 7.40(b)(50) and 7.50(b)(73))
9. **Department Lands**  
Consider authorizing publication of notice of intent to amend regulations for lands owned or managed by the Department.  
(Add Section 540 and amend sections 550, 551, and 630)
10. **Regulation change petitions (wildlife and inland fisheries)**
  - (A) ***New petitions***  
Receive new petitions for regulation change.  
(Pursuant to Section 662)  
*Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the October 11-12, 2023 meeting.*
  - (B) ***Previously received petitions***  
Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.  
(Pursuant to Section 662)
    - I. *Petition 2023-05*: Amend visitor use regulations for Lake Earl Wildlife Area to allow boats with electric motors to be used during the waterfowl hunting season.
    - II. *Petition 2022-01*: Request to prohibit waterfowl hunting along the shoreline of Benicia, the Benicia State Park waters, or the Southampton Bay waters
11. **Non-regulatory requests from previous meetings (wildlife and inland fisheries)**  
Consider and potentially act on wildlife and inland fisheries non-regulatory requests submitted by members of the public at previous meetings.
12. **American bullfrogs and non-native turtles**  
Receive a background presentation in anticipation of a Wildlife Resources Committee recommendation.
13. **Committee and Department reports**  
Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.
  - (A) ***Wildlife Resources Committee***  
Discuss referred topics and consider revisions to topics and timing. Consider modifying the next meeting location and date to San Jose on September 19, 2023, and approving draft agenda topics for the meeting.
  - (B) ***Department Wildlife and Fisheries Division, and Department Ecosystem Conservation Division***

---

**Call to Order/Roll Call to Establish Quorum**

---

**General Public Comment**

---

**14. General public comment for items not on the agenda**

Receive public comment regarding topics within the Commission’s authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

---

**Discussion and Action Items**

---

**15. Pre-existing structures in marine protected areas (MPAs) and marine managed areas (MMAs)**

Discuss proposed amendments to regulations regarding incidental take authorization for work on pre-existing artificial structures within MPAs and MMAs.  
(Amend Section 632)

**16. Commercial take of pacific herring with lampara bait nets**

Discuss and consider adopting regulations to allow limited commercial take of Pacific herring via small-scale lampara gear by Humboldt Bay herring permit holders.  
(Amend sections 163 and 163.1)

**17. Coastal Fishing Communities Policy**

Consider and potentially adopt new Commission policy on coastal fishing communities.  
(Pursuant to Section 703, California Fish and Game Code)

**18. Commission policies**

Receive update and presentation on planning and coordination for review of Commission policies, and initial list of policies proposed for review.

**19. White Seabass Fishery Management Plan**

Receive the report and a presentation on the Department’s White Seabass Fishery Management Plan 2021-2022 Annual Review.  
(Pursuant to Section 5.9, White Seabass Fishery Management Plan)

**20. Regulation change petitions (marine)**

(A) ***New petitions***

Receive new petitions for regulation change.  
(Pursuant to Section 662)

*Consideration of whether to grant, deny, or refer for additional review is expected to be scheduled for the October 11-12, 2023 meeting.*

(B) ***Previously received petitions***

Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

(Pursuant to Section 662)

- I. *Petition 2023-04*: Request to amend commercial sea urchin regulations to:  
(a) allow fishing on Fridays north of the San Luis Obispo/Monterey counties boundary; and (b) remove the urchin fishing closure at South Caspar Point.

**21. Non-regulatory requests from previous meetings (marine)**

Consider and potentially act on marine non-regulatory requests submitted by members of the public at previous meetings.

**22. Committee and Department reports**

Receive updates on items of note since the previous Commission meeting from Commission committees and Department divisions.

(A) ***Marine Resources Committee***

Receive summary and consider approving recommendations from the July 20, 2023 Committee meeting. Discuss referred topics and consider revisions to topics and timing. Recommendation topics include:

- I. Evaluating fisheries bycatch and acceptability in the California halibut set gill net fishery and next steps, including developing potential management measures.
- II. Proposed public interest criteria, evaluation framework, and process to support Commission determination of whether a new aquaculture lease application is in the public interest.
- III. Prioritizing adaptive management recommendations from the marine protected areas decadal management review, and next steps.

(B) ***Department Marine Region***

- I. California halibut recreational bag limit rulemaking, including a potential statewide option
- II. Recreational take of sea urchin at Caspar Cove and Tanker Reef rulemaking
- III. Marine Fisheries Data Explorer

(C) ***Tribal Committee***

Receive summary and consider approving recommendations from the August 21, 2023 Committee meeting. Discuss referred topics and consider revisions to topics and timing.



**23. Commission administrative items**

- (A) **Legislation and other agency regulations**
  - I. *Update on implementation of the California Western Joshua Tree Conservation Act*
- (B) **Rulemaking timetable updates**
- (C) **Future meetings – October 11-12, 2023**
- (D) **Discuss and consider adopting dates and locations for 2024 and 2025 meetings**
- (E) **New business**

Adjourn

**Public Receipt of Documents**

This section of the agenda publicly highlights reports or other documents received by the Commission since the previous Commission meeting. Any Commission discussion or action on these documents will be noticed and placed on the agenda of a future meeting. Since June 15, the Commission received three documents:

- I. The Department's one-year status review report on the petition to list Inyo rock daisy (*Perityle inyoensis* synonym *Laphamia inyoensis*) as threatened or endangered under the California Endangered Species Act (CESA).
- II. The Department's one-year status review report on the petition to list Lime Ridge eriastrum (*Eriastrum erfterae*) as endangered under CESA.
- III. The Department's five-year species review for Monterey clover (*Trifolium trichocalyx*), which is listed as endangered under CESA.

## Executive Session

(Not Open to Public)

At a convenient time during the regular agenda of the meeting listed above, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

- (A) Pending litigation to which the Commission is a Party
  - I. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)
  - II. Fall River Conservancy and California Trout v. California Fish and Game Commission and California Department of Fish and Wildlife (California Environmental Quality Act determination regarding amendments to inland trout regulations)
  - III. United Water Conservation District v. California Fish and Game Commission (southern California steelhead “may be warranted” determination under the California Endangered Species Act and regulation authorizing limited take under Fish and Game Code Section 2084)
  - IV. Crowe v. California Fish and Game Commission (suspension of a commercial fishing license and a lobster operator permit)
- (B) Possible litigation involving the Commission
- (C) Staffing
- (D) Deliberation and action on license and permit items
  - I. Consider the proposed decision in Agency Case Nos. 22ALJ009-FGC and 23ALJ01-FGC, regarding the denial of Kenneth Jones’s guide license renewal application and suspension of Jones’s sport fishing license privilege for three years.

## California Fish and Game Commission Meeting Schedule

**Note:** As meeting dates and locations can change, please visit [www.fgc.ca.gov](http://www.fgc.ca.gov) for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance and every effort will be made to ensure that committee meetings include the same.

Meeting Date	Commission Meeting	Committee Meeting
September 21 <i>(newly proposed for September 19)</i>		<b>Wildlife Resources</b> Chico area <i>(proposed to move to the San Jose area)</i>
October 11-12	San Jose area	
November 16		<b>Marine Resources</b> San Diego area
December 12		<b>Tribal</b> San Diego area
December 13-14	San Diego area	

## **Other Meetings of Interest**

### **Association of Fish and Wildlife Agencies**

- September 23-27; 2023 – Calgary, Alberta, Canada

### **Pacific Fishery Management Council**

- September 7-14, 2023 – Spokane, WA
- November 1-8, 2023 – Garden Grove, CA
- March 5-11, 2024 – Fresno, CA
- April 5-11, 2024 – Seattle, WA
- June 6-13, 2024 – San Diego, CA

### **Pacific Flyway Council**

- August 25, 2023 – Winter Park, CO
- March 2024 – TBD

### **Western Association of Fish and Wildlife Agencies**

- June 2-7, 2024 – Stevenson, Washington

### **Wildlife Conservation Board**

- August 24, 2023 – Sacramento, CA
- November 16, 2023 – Sacramento, CA
- February 2024 – Sacramento, CA
- May 2024 – Sacramento, CA

## Important Commission Meeting Procedures Information

### Welcome to a Meeting of the California Fish and Game Commission

This year marks the 154<sup>th</sup> year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

### Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Equal Employment Opportunity (EEO) Office at [EEO@wildlife.ca.gov](mailto:EEO@wildlife.ca.gov). Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Office immediately.

### Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, [www.fgc.ca.gov](http://www.fgc.ca.gov), to sign up on our electronic mailing lists.

### Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to [fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov); mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16<sup>th</sup> Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

### Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on August 9, 2023**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on August 17, 2023**. Comments received by this deadline will be made available to Commissioners at the meeting.

Written comments received after the supplemental comment deadline will not be included in the meeting materials.

### Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the Commission at this meeting, petition forms must be delivered by the **Supplemental Comment Deadline** (or delivered in person at the meeting during the regulation change petitions agenda

item). Petitions received at this meeting will be scheduled for consideration at the next regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b).

### **Non-Regulatory Requests**

All non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

### **Speaking at the Meeting**

**To speak on an agenda item in-person**, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

**To speak on an agenda item by webinar/teleconference**, pre-registration via Zoom is requested; please follow the instructions for joining the meeting to pre-register. If you do not pre-register to speak, you will be asked to “raise” your hand either through the Zoom function or by pressing \*9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers by webinar/teleconference will be identified by your Zoom display name or last three digits of your phone number; please pay attention to when your name or number is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
  - a. The presiding commissioner may allow up to five minutes to an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
    - i. In-person participants ceding their time must complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time.
    - ii. Zoom participants ceding their time must notify the Commission at [fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov) prior to the start of the agenda item, including to whom they are ceding time, and must be present on Zoom during the agenda item.
  - b. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will

approve or deny the request no later than 5:00 p.m. two days prior to the meeting.

- c. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).
- d. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

***Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.***

### **Visual Presentations/Materials**

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to [fgc@fgc.ca.gov](mailto:fgc@fgc.ca.gov). If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at an in-person meeting location, it is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.

**RESOLUTION NO: 2023-01**

**A RESOLUTION OF THE NORTHERN INYO AIRPORT  
ADVISORY COMMITTEE, COUNTY OF INYO,  
STATE OF CALIFORNIA REGARDING  
CRACK FILLING IN THE HANGAR AREA  
TAXILANES AT THE BISHOP AIRPORT**

WHEREAS, the Proposed Bishop Airport Operating Budget includes \$60,000.00 in the "Construction in Progress" object code to hire a contractor to crack fill the large cracks in the hangar area taxilanes;

AND WHEREAS, the hangar area taxilanes and apron areas include approximately 23,000 square yards of asphalt with extensive cracking;

AND WHEREAS, airport staff measured approximately 3,600 linear feet of cracks which are over 2" wide;

AND WHEREAS, although this type of work is eligible for FAA grant funding, it is considered by the FAA to be a low priority project, and must not be funded before higher priority safety projects like the upcoming Runway 12-20 Safety Area Improvement Project;

AND WHEREAS, airport staff and the NIAAC feel that it is necessary to repair the large cracks as soon as possible to prevent full pavement reconstruction from becoming necessary in the future, and to avoid potential liability arising from pavement deterioration;


AND WHEREAS, a crack filling contractor will be in the area this fall completing the Lone Pine Taxiway A Resurfacing Project, and has tentatively agreed to do the additional crack filling work at the same contract unit prices at the Bishop Airport;

NOW WHEREFORE, the NIAAC strongly supports the crack filling project for the hangar area pavement and urges the Inyo County Board of Supervisors to support this critical crack filling project and its funding in the Proposed Bishop Airport Operating Budget.

PASSED AND ADOPTED this 7<sup>th</sup> day of August, 2023 by the Northern Inyo Airport Advisory committee by the following roll call vote:

AYES: 5  
NAYS: 0  
ABSTAIN: 0  
ABSENT: 0



  
GEOFFREY POPE, Chairperson, Northern  
Inyo Airport Advisory Committee

ATTEST:

  
Eileen Burger, Secretary, Northern Inyo  
Airport Advisory Committee