



# 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

Community Room 101 – Clint G. Quilter Consolidated Office Building

1360 N. Main St., Bishop

**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).

### SPECIAL MEETING

June 25, 2024

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, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington.

**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.**

- 3) **Pledge of Allegiance**
- 4) **Report on Closed Session as Required by Law**

- 5) **Introductions** - The following new employees will be introduced to the Board:
  - Health & Human Services: Social Worker Steven Anderson, Office Clerk Supervisor Yesenia Arellano, Social Worker Makenna Batchelder, Office Clerk Cierra Dorame, Addictions Counselor Maria Fierro, HHS Specialist Shyann Harvey, Residential Caregiver Faith-Celeste Dulay, and Program Supervisor-Housing April Powell.
- 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) **Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for Mosquito Abatement Services**  
County Administrator & Agricultural Commissioner - OVMAP | Nathan Reade  
  
**Recommended Action:** Approve the Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for the purpose of mosquito abatement services on the Reservation, and authorize the Chairperson to sign.
- 9) **Inyo Mono County Veterans Services Office - Annual Compliance Forms**  
County Administrator | Denelle Carrington  
  
**Recommended Action:** Authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance for Fiscal Year 2024-2025 and the California Department of Veterans Annual Subvention Certificate of Compliance for Fiscal Year 2024-2025.
- 10) **Health Officer Contract**  
Health & Human Services | Anna Scott  
  
**Recommended Action:** Approve the contract between the County of Inyo and James Richardson, MD of Bishop, CA for the provision of Health Officer services in an amount not to exceed \$205,000 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign.
- 11) **County of Mono Eastern Sierra Area Agency on Aging Amendment No. 2**  
Health & Human Services - ESAAA | Anna Scott  
  
**Recommended Action:** Ratify and approve Amendment No. 2 to the contract between the County of Inyo and County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) service to Mono County eligible residents, to recognize additional funding and increasing funding over the term of the contract in an amount not to exceed \$264,781 for the period beginning July 1, 2023 through June 30, 2024, and not exceeding the total four-year

contract amount of \$924,917 for the period of July 1, 2020 through June 30, 2024, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

12) **North American Mental Health Services Contract Amendment No. 1**

Health & Human Services - Behavioral Health | Anna Scott

**Recommended Action:** Ratify and approve Amendment No. 1 to the contract between the County of Inyo and North American Mental Health Services of Redding, CA, for the provision of Mental Health Tele-psychiatry services, increasing the monthly service hours from 24 to 50, and authorize the Chairperson to sign.

13) **Memorandum of Understanding for the California Department of Aging**

Health & Human Services | Anna Scott

**Recommended Action:** Approve the Memorandum of Understanding between the County of Inyo and California Department of Aging of Sacramento, CA for the provision of Coordination of Older Americans Act Services to Residents of Planning Service Area 16 for the period of July 1, 2024 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign the MOU, California Civil Rights Law Certification, Information Integrity and Security Statement, and Contractor Certification Clauses.

14) **Crestwood Behavioral Health FY 23-24 Contract Amendment No. 3**

Health & Human Services - Behavioral Health | Anna Scott

**Recommended Action:** Ratify and approve Amendment No. 3 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, adding Psychiatric Health Facilities (PHFs) to the facilities where conservatees may be placed, and authorize the Chairperson to sign.

15) **Grant Award Notification for First 5 CA Small Population County Funding Augmentation Services**

Health & Human Services | Anna Scott

**Recommended Action:** Approve the Grant Award Notification (GAN) between the County and First 5 California for Small Population County Funding Augmentation services which ensures an additional \$250,590 of SPCFA funding through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 24-25 Budget, and authorize the HHS Director to sign the GAN and related documents.

16) **Contract Award to Tek84 of Poway, CA for the Purchase of a Body Scanner**

Sheriff | Mark Smith

**Recommended Action:**

- A) Approve and award the contract for whole body scanner and maintenance to Tek84 of Poway, CA, in an amount not exceeding \$186,872.50;
- B) Enter into a service and maintenance contract for the period of June 18,

2024 through June 30, 2029, contingent upon the Board's approval of future budgets; and

- C) Authorize the Sheriff or designee to sign any documents necessary for the contract term.

17) **Inyo County Jail Security and Camera System**

Sheriff | Shane Scott

**Recommended Action:** Approve and award the contract for the Inyo County Jail Security and Camera Project to Integrated Security Controls, Inc. (ISC) of Santa Rosa, CA, in an amount not exceeding \$1,234,770, and enter into standard county contract 116 for the period of June 25, 2024 through project completion, contingent upon approval of future budgets, and authorize the Sheriff or designee to sign any documents needed for the project.

**REGULAR AGENDA**

18) **Sierra Jobs First Presentation by Sierra Business Council**

Board of Supervisors | Steve Frisch - Sierra Business Council  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** Receive presentation on activities of the Sierra Jobs First program to date and provide comments about strategic plan elements.

19) **Comprehensive Economic Development Strategy Appendix**

County Administrator | Meaghan McCamman  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** Approve the incorporation of the County of Inyo Project List as an appendix to the regional Comprehensive Economic Development Strategy (CEDS).

20) **Amendment No. 2 to the Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project**

Water Department | Holly Alpert  
15 minutes (5min. Presentation / 10min. Discussion)

**Recommended Action:** Approve Amendment No. 2 to the "Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project" and authorize the County Administrative Officer to sign.

21) **Fiscal Year 2024-2025 Lower Owens River Project Work Plan, Budget, and Schedule**

Water Department | Holly Alpert  
15 minutes (5min. Presentation / 10min. Discussion)

**Recommended Action:** Adopt the 2024-25 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule.

## **ADDITIONAL PUBLIC COMMENT & REPORTS**

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



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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 25, 2024

Reference ID:  
2024-496

### Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for Mosquito Abatement Services

#### County Administrator & Agricultural Commissioner - OVMAP

ACTION REQUIRED

**ITEM SUBMITTED BY**

Nathan Reade, Ag Commissioner

**ITEM PRESENTED BY**

Nathan Reade, Ag Commissioner

**RECOMMENDED ACTION:**

Approve the Memorandum of Understanding between the Lone Pine Paiute-Shoshone Reservation and Inyo County for the purpose of mosquito abatement services on the Reservation, and authorize the Chairperson to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Over the last year, Inyo County has been in conversation with the Lone Pine Paiute Shoshone Reservation with regard to providing mosquito abatement services on the Reservation using standard treatment methods. These proposed services not only benefit the residents of the Reservation, but also the surrounding community of Lone Pine due to point sources for mosquitos. This item presents a formal Memorandum of Understanding with respect to that program for consideration by the Board of Supervisors. Please note that the County was unable to include standard indemnification language in the MOU due to the Lone Pine Paiute Shoshone Tribe's sovereign status.

**FISCAL IMPACT:**

There is no financial impact associated with this item.

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

Your Board could choose to not support this Memorandum of Understanding (MOU), or direct staff to modify the terms and conditions of that MOU.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Lone Pine Paiute-Shoshone Reservation

**ATTACHMENTS:**

- 1. Inyo County LPPSR Mosquito Abatement Service MOU

**APPROVALS:**

Nate Greenberg	Created/Initiated - 6/19/2024
Nathan Reade	Approved - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
John Vallejo	Approved - 6/19/2024
Amy Shepherd	Approved - 6/20/2024
Nate Greenberg	Final Approval - 6/20/2024

**Memorandum of Understanding (MOU)**  
**Between the County of Inyo and the Lone Pine Paiute-Shoshone Reservation**  
**Concerning Mosquito Abatement Services On Reservation Lands**

**WHEREAS**, the County of Inyo (“County”), through the establishment of the Mosquito Abatement Assessment District (the “District”), provides a Mosquito Abatement Program within the Owens Valley in order to enhance public health and comfort through provision of safe, effective and economical mosquito control in the Owens Valley using methods employed throughout the state by other programs aimed at protecting public health through vector control; and

**WHEREAS**, in carrying out the Mosquito Abatement Program, Inyo County is regulated by the California Department of Public Health and certified pursuant to Health and Safety Code section 106925; and

**WHEREAS**, Pursuant to Health and Safety Code section 2040 Inyo County is able to undertake mosquito abatement activities on lands affecting the Mosquito Abatement District boundaries; and

**WHEREAS**, the Lone Pine Paiute-Shoshone Reservation (“LPPS Reservation”) lands are contiguous with the boundaries of the District and mosquitos from LPPS Reservations lands affect lands within the District; and

**WHEREAS**, the LPPS Reservation and Inyo County intend by this MOU to authorize Inyo County to carry out Mosquito Abatement activities on and about LPPS Reservation lands in compliance with any and all applicable regulations of outside agencies, for the mutual benefit of the LPPS Reservation and Inyo County.

**NOW, THEREFORE**, the County and the LPPS Reservation hereby agree as follows:

1. The LPPS Reservation hereby grants to Inyo County permission for Inyo County to access LPPS Reservation lands in order to perform Mosquito Abatement Program activities.
2. The LPPS Reservation will obtain and maintain any permit, including an NPDES permit, required to authorize Inyo County’s Mosquito Abatement Program activities on LPPS Reservation lands. Inyo County will provide any data required that it has reasonable access to for the LPPS Reservation to conduct the required annual reporting to EPA for maintaining NPDES permit.
3. The LPPS Reservation agrees to undertake reasonable efforts to obtain, and to assist Inyo County in obtaining, grant funding to help offset any costs incurred by Inyo County in conducting Mosquito Abatement Program activities on LPPS Reservation lands.



4. Inyo County, as it deems necessary and appropriate in its sole discretion, will perform Mosquito Abatement Program activities within the LPPS Reservation lands. Inyo County's Mosquito Abatement Program activities on LPPS Reservation lands will include those referenced in the document entitled "Integrated Pest Management Strategies for the Control of Mosquitoes in the Owens Valley", as may be updated from time to time, and is incorporated herein by reference. Inyo County and LPPS Reservation agree to work together in good faith to explore and implement abatement strategies on LPPS Reservation lands that are environmentally sustainable and reduce potential adverse health impacts.
5. Inyo County will provide notice to the LPPS Reservation of any adulticide applications at least 24 hours prior to said application on LPPS Reservation lands by 1) providing written notice to the LPPS Reservation's designated contact listed under paragraph No. 8, below, and 2) providing written and/or telephonic notice to the LPPS Reservation's Environmental Department - Mel Joseph, Environmental Director: mel.joseph@lppsr.org, 760-876-4690. Additionally, Inyo County will provide notice to the LPPS Reservation of any adulticide applications in a manner consistent with Inyo County's past practices via issuance of a press release and distributing the press release to media outlets. Inyo County will not to apply any pesticides on LPPS Reservation residences that have opted out of pesticide applications in their area, provided that the LPPS Reservation gives reasonable notice of said opt-out residences to the County prior to the application of any pesticide.
6. LPPS Reservation and Inyo County will endeavor to meet annually in March in order to discuss Inyo County's expected Mosquito Abatement Program activities for the upcoming mosquito season, to establish a list of LPPS Reservation residences, if any, that would like to opt out of pesticide applications in their area, and to consult on any other relevant item regarding the Mosquito Abatement Program on LPPS Reservation lands.
7. Generally, there will be no cost for Inyo County's Mosquito Abatement Program activities conducted pursuant to this MOU because those activities provide a mutual benefit to both parties to this MOU. However, in the event of an emergency, such as a disease outbreak, high runoff, flooding, and other such situations exacerbating mosquito activities within LPPS Reservation lands that require a higher level of Mosquito Abatement Program activities than typically provided, the LPPS Reservation agrees to negotiate in good faith with Inyo County to offset the reasonable amount of increased costs to Inyo County in providing the increased level of Mosquito Abatement Program activities pursuant to this MOU.

8. This MOU shall be administered on behalf of the LPPS Reservation and the County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed. If either party changes its designated person, it shall immediately advise of the change to the other party:

<b>LPPS Reservation:</b>  Thomas Swab, Jr., Tribal Chairman <a href="mailto:chair@lppsr.org">chair@lppsr.org</a> 760-876-1034	<b>Inyo County:</b>  Nathan Reade, Agricultural Commissioner <a href="mailto:nreade@inyocounty.us">nreade@inyocounty.us</a> 760-873-7846
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9. This MOU shall take effect when it is duly signed by authorized representatives of the LPPS Reservation and the County. It shall remain in effect until terminated by the LPPS Reservation or the County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 30 days' written notice of its intent to terminate the MOU.
10. Nothing in this MOU will be construed as a waiver of sovereign immunity by the LPPS Reservation.

**COUNTY OF INYO**

**CONTRACTOR**

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

Signature

\_\_\_\_\_

Type or Print Name

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

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

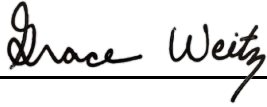
Signature

\_\_\_\_\_

Type or Print Name

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

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_

County Counsel

\_\_\_\_\_

Legal Counsel



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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 25, 2024

Reference ID:  
2024-494

### Inyo Mono County Veterans Services Office - Annual Compliance Forms County Administrator ACTION REQUIRED

#### ITEM SUBMITTED BY

Denelle Carrington, Assistant Director of Budget and General Services

#### ITEM PRESENTED BY

Denelle Carrington, Assistant Director of Budget and General Services

#### RECOMMENDED ACTION:

Authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance for Fiscal Year 2024-2025 and the California Department of Veterans Annual Subvention Certificate of Compliance for Fiscal Year 2024-2025.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

These two annual forms are required to be reviewed and signed each fiscal year in order to be eligible for Subvention funding and Medi-Cal Cost Avoidance funding from the California Department of Veterans Affairs. The Subvention funds are distributed to counties that certify that they have appointed a veteran to serve as the County Veterans Services Officer. The Medi-Cal Cost Avoidance funds are provided to ensure that the program reasonably benefits the Department of Health Care Services.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	056600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4473
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
These funds are budgeted annually in the VSO Budget to offset County General Fund expenditures			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your Board could choose not to authorize the Chairperson signing these required annual forms. This is not recommended as the Veterans Services Program would no longer be eligible to receive State funding.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Medi-Cal Certificate of Compliance FY 2024-25
2. Subvention Certificate of Compliance FY 2024-25

**APPROVALS:**

Denelle Carrington	Created/Initiated - 6/18/2024
Darcy Ellis	Approved - 6/18/2024
Denelle Carrington	Approved - 6/18/2024
John Vallejo	Approved - 6/18/2024
Amy Shepherd	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024



**DEPARTMENT OF VETERANS AFFAIRS**

1227 O Street  
 SACRAMENTO, CALIFORNIA 95814  
 Telephone: (800) 952-5626



**Annual Medi-Cal Cost Avoidance Certificate of Compliance  
 Fiscal Year 2024/2025**

I certify that Inyo County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

\_\_\_\_\_  
 Chair, County Board of Supervisors  
 (or other County Official authorized  
 by the Board to act on their behalf)

\_\_\_\_\_  
 Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO**

**DEPARTMENT OF VETERANS AFFAIRS**

1227 O Street  
 SACRAMENTO, CALIFORNIA 95814  
 Telephone: (800) 952-5626



## Annual Subvention Certificate of Compliance Fiscal Year 2024/2025

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that Inyo County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County Departments. Additionally, I certify that all College Fee Waiver Approval and Denial letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I certify that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

\_\_\_\_\_  
 Chair, County Board of Supervisors  
 (or other County Official authorized  
 by the Board to act on their behalf)

\_\_\_\_\_  
 Date

**SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO**





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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 25, 2024

Reference ID:  
2024-394

### Health Officer Contract Health & Human Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Health & Human Services Director & Prevention

#### ITEM PRESENTED BY

#### RECOMMENDED ACTION:

Approve the contract between the County of Inyo and James Richardson, MD of Bishop, CA for the provision of Health Officer services in an amount not to exceed \$205,000 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Dr. James A. Richardson has served his current term as Inyo County Health Officer since December 2016. During this time, he has been responsible for all Health Officer duties mandated by the California Health and Safety Code and other California regulations, including, but not limited to: oversight of communicable disease issues, reporting and prevention; enforcement of local orders and ordinances pertaining to public health; declaration and/or provision of leadership during a local health emergency/disaster preparedness for those situations in which a local public Health Officer may declare a local health emergency; and ensuring that immunizations are available to the public. Dr. Richardson also serves as the Corrections Medical Director, as required by CA Code of Regulations Title 15, which is separate from, and in addition to, his Health Officer duties. As the Corrections Medical Director, Dr. Richardson provides health services to the Inyo County Jail and Juvenile Center (when in use), including 24/7 availability to correctional and on-call nursing staff.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund and Grant Funded (Health Realignment, Disaster grants, and ELC#2)	<b>Budget Unit</b>	045100 and 610390
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5001-5043
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
Up to \$205,000			
<b>Additional Information</b>			

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

If this agreement is not approved, Inyo County would not be meeting the requirement of having a Health Officer.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Health Officer Contract

**APPROVALS:**

Stephanie Tanksley	Created/Initiated - 6/6/2024
Darcy Ellis	Approved - 6/6/2024
Melissa Best-Baker	Approved - 6/7/2024
Anna Scott	Approved - 6/10/2024
Keri Oney	Approved - 6/10/2024
Christian Milovich	Approved - 6/18/2024
John Vallejo	Approved - 6/18/2024
Amy Shepherd	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024



**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** James Richardson, MD  
**FOR THE PROVISION OF PERSONAL SERVICES**  
**AS A COUNTY OFFICER**

**INTRODUCTION**

WHEREAS, James Richardson, MD (hereinafter referred to as "Officer") has been duly appointed as Health Officer for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Officer 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 Officer to perform under this Agreement will be made by Stephanie Tanksley, whose title is: HHS Deputy Director. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

**2. TERM.**

The term of this Agreement shall be from July 1, 2024 to June 30, 2025, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay Officer 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 Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Stephanie Tanksley, title HHS Deputy 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 Officer 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 Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed 205,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

#### **4. WORK SCHEDULE.**

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

#### **5. PRE-EMPLOYMENT PHYSICAL.**

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

## **7. SUPPLIES, EQUIPMENT, ETC.**

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

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

B. Products of Officer'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, Officer'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, Officer will convey possession and title to all such properties to County.

## **9. WORKERS' COMPENSATION.**

County shall provide workers' compensation insurance coverage to Officer 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 Officer 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.

**10. STATUS OF OFFICER.**

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Health Officer of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

**11. DEFENSE AND INDEMNIFICATION.**

In the event the Officer 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 Officer harmless from any and all liability arising from such acts as required by law.

**12. TERMINATION.**

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer fourteen (14) days written notice of such intent to terminate. Officer 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 the County.

**13. ASSIGNMENT.**

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

**14. DEFAULT.**

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

**15. NONDISCRIMINATION.**

Officer 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.

**16. 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.

**17. CONFLICTS.**

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

**18. POST AGREEMENT COVENANT.**

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**19. FUNDING LIMITATION.**

The ability of the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

**20. 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.

**21. NOTICE.**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Officer 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**

Health & Human Services	Department
1360 N Main St,	Street
Bishop, CA	City and State

**Officer:**

James Richardson, MD	Name
307 Academy Ave	Street
Bishop, CA	City and State

**22. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND James Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

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

**COUNTY OF INYO**

**OFFICER**

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

By: James Richardson  
James Richardson (Jun 7, 2024 10:18 PDT)

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

Dated: Jun 7, 2024

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich  
Christian E. Milovich (Jun 6, 2024 12:37 PDT)  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
Director of Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND James Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** July 1, 2024      **TO:** June 30, 2025

**SCOPE OF WORK:**

Shall provide clinical oversight of licensed public health staff, contractors and support public health activities to ensure the effectiveness of community health services including, but not limited to: communicable disease control, maternal and child health services, Children's Medical Services, tuberculosis control, HIV case management, emergency services and disaster planning, laboratory services, and environmental health. In addition, contractor shall conduct assessments and report on the health status of the community, using multiple epidemiological survey and statistical methods, and provide consultation to public health staff on public health planning.

Shall provide medical services to the Inyo County Jail and Juvenile Facility, including: on-site health care every Tuesday morning (or an agreed upon day) during inmate sick call at the jail, located in Independence; 24/7 consultation availability via telephone with the facility nurse or on-call nurse in the jail and juvenile facility, including weekends and holidays; and consultation with public health nurse to confirm medical clearance of juveniles to the weekend-only juvenile facility.

Shall, as a member of the public health disaster planning team, provide consultation and contribute to the development of emergency preparedness plans, exercises and drills, protocols and after-action reports, as appropriate. May, in consultation with Health & Human Services Administration, provide communication of public health issues by releasing public health bulletins and answering media inquiries. May provide liaison services between the Inyo County HHS Public Health programs and California Conference of Local Health Officers (CCLHO), including, but not limited to, participation in some CCLHO meetings and monitoring and tracking verbal and written communications and shall act as a liaison between Inyo County HHS Public Health programs and the CA Department of Public Health, as applicable. Shall participate in Regional Public Health Office meetings as designated by the HHS Deputy Director of Public Health and Prevention.

Such duties shall include sixteen (16) hours per week of direct service, which may include attending periodic appropriate local inter-agency meetings as defined by the HHS Director or Deputy Director, Must provide twenty-four hours, seven days per week (24/7) availability to the Inyo County Health and Human Services (HHS) Director, HHS Deputy Director- Public Health & Prevention, or their designees

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND James Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** July 1, 2024

**TO:** June 30, 2025

**SCHEDULE OF FEES:**

County shall agree to pay a flat rate of \$7884.61 per pay period, not to exceed \$205,000 per year.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND James Richardson, MD  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** July 1, 2024      **TO:** June 30, 2025

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Health Officer 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. Health Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.
3. Mileage and meal per diem reimbursement is authorized only in conjunction with travel that is preauthorized by the Assistant HHS Director or the HHS Deputy Director of Public Health and Prevention.












# Health Officer Contract

Final Audit Report

2024-06-07

Created:	2024-06-06
By:	Ralph Cataldo (rcataldo@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAakT8EuIEX_4chEbth5AbS_QFYra7gQN0a


## "Health Officer Contract" History

-  Document created by Ralph Cataldo (rcataldo@inyocounty.us)  
2024-06-06 - 6:09:33 PM GMT
-  Document emailed to lyska22@aol.com for signature  
2024-06-06 - 6:12:08 PM GMT
-  Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature  
2024-06-06 - 6:12:08 PM GMT
-  Document emailed to Keri Oney (koney@inyocounty.us) for signature  
2024-06-06 - 6:12:08 PM GMT
-  Document emailed to Christian Milovich (cmilovich@inyocounty.us) for signature  
2024-06-06 - 6:12:08 PM GMT
-  Email viewed by Keri Oney (koney@inyocounty.us)  
2024-06-06 - 7:15:27 PM GMT
-  Document e-signed by Keri Oney (koney@inyocounty.us)  
Signature Date: 2024-06-06 - 7:17:03 PM GMT - Time Source: server
-  Email viewed by Christian Milovich (cmilovich@inyocounty.us)  
2024-06-06 - 7:35:37 PM GMT
-  Signer Christian Milovich (cmilovich@inyocounty.us) entered name at signing as Christian E. Milovich  
2024-06-06 - 7:37:13 PM GMT
-  Document e-signed by Christian E. Milovich (cmilovich@inyocounty.us)  
Signature Date: 2024-06-06 - 7:37:15 PM GMT - Time Source: server
-  Email viewed by Amy Shepherd (ashepherd@inyocounty.us)  
2024-06-07 - 0:12:53 AM GMT




 Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)

Signature Date: 2024-06-07 - 0:14:09 AM GMT - Time Source: server

 Email viewed by lyska22@aol.com

2024-06-07 - 4:25:38 PM GMT

 Signer lyska22@aol.com entered name at signing as James Richardson

2024-06-07 - 5:18:48 PM GMT

 Document e-signed by James Richardson (lyska22@aol.com)

Signature Date: 2024-06-07 - 5:18:50 PM GMT - Time Source: server

 Agreement completed.

2024-06-07 - 5:18:50 PM GMT







# 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

June 25, 2024

Reference ID:  
2024-335

### County of Mono Eastern Sierra Area Agency on Aging Amendment No. 2 Health & Human Services - ESAAA ACTION REQUIRED

#### ITEM SUBMITTED BY

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

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

Ratify and approve Amendment No. 2 to the contract between the County of Inyo and County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) service to Mono County eligible residents, to recognize additional funding and increasing funding over the term of the contract in an amount not to exceed \$264,781 for the period beginning July 1, 2023 through June 30, 2024, and not exceeding the total four-year contract amount of \$924,917 for the period of July 1, 2020 through June 30, 2024, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This contract amendment comes before your Board with revision to the total amount of the contract. When this contract was created in 2020, the program allocations were fairly steady and there was little-to-no additional funding over base allocations. However, the senior programs have received additional monies from several of the COVID relief funds, increased allocations, and new infrastructure funding. This amendment incorporates infrastructure funding for Mono County and increases the amount of the multi-year contract commensurately.

#### 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 Expenditure		
<b>Current Future Year Impacts</b>			
<b>Future Fiscal Year Impacts</b>			
Up to \$924,917 over the period between July 1, 2020 through June 30, 2024			
<b>Additional Information</b>			

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

Your Board could chose to not approve this amendment. This is not recommended as it prevent Inyo County from passing on additional California Department of Aging funding to Mono County.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

County of Mono

**ATTACHMENTS:**

1. Mono County Senior Services FY 23-24 Amendment No. 2

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 4/25/2024
Darcy Ellis	Approved - 4/25/2024
Anna Scott	Approved - 5/14/2024
Melissa Best-Baker	Approved - 6/12/2024
Keri Oney	Approved - 6/18/2024
Grace Chuchla	Approved - 6/18/2024
John Vallejo	Approved - 6/18/2024
Amy Shepherd	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024



**AMENDMENT NUMBER 2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
COUNTY OF MONO  
FOR THE PROVISION OF SENIOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services (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 through 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:

SECTION 3.D., LIMIT ON AMOUNT PAYABLE UNDER AGREEMENT, is amended as follows:

The contract limit, as outlined in Section 3.D., shall be amended from \$660,136 to \$984,817. (\$106,000 for Infrastructure funding and \$218,681 in base allocation and One Time Only monies)

ATTACHMENT A, SCOPE OF WORK, is amended to add the following language to the end of Attachment A:

During FY 2023/2024, with the addition of Infrastructure funding, CONTRACTOR shall use this funding to enhance, expand, and increase senior nutrition infrastructure. Monies shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals.

CONTRACTOR shall also pay invoices from Inyo for meals and RD services provided by Inyo staff.

CONTRACTOR shall submit a separate invoice reflecting allowable expenses incurred with infrastructure funding.

**AMENDMENT NUMBER 2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
COUNTY OF MONO  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

The effective date of this Amendment to the Agreement is July 1, 2023.

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

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

Signature

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

\_\_\_\_\_  
Type or Print

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

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz  
Grace Weitz (Jun 14, 2024 16:06 PDT)  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
Christie Martindale (Jun 13, 2024 15:49 PDT)  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg  
\_\_\_\_\_  
County Risk Manager

**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**

18th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF August, 2023.

**COUNTY OF INYO**

By: 

Dated: 08/18/2023

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
Type or Print

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

**APPROVED AS TO FORM AND LEGALITY:**



County Counsel

**APPROVED AS TO ACCOUNTING FORM:**



County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**



Personnel Services

**APPROVED AS TO RISK ASSESSMENT:**



County Risk Manager

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)

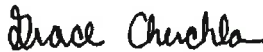
Signature

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 cursive script, appearing to read "Clint G. Quilter".

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

<b>Routing</b>
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.

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**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**

**CONTRACTOR**

By:   
Signature

By:   
Signature

Jeff Griffiths  
Print or Type Name

Jennifer Kreitz  
Print or Type Name

Dated: 03-02-2021

Dated: Feb 4, 2021

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

County Counsel



County Counsel

  
Stacey Simon (Feb-4, 2021 10:23 PM)

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

  
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**

**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

June 25, 2024

Reference ID:  
2024-388

### North American Mental Health Services Contract Amendment No. 1 Health & Human Services - Behavioral Health ACTION REQUIRED

#### ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

Ratify and approve Amendment No. 1 to the contract between the County of Inyo and North American Mental Health Services of Redding, CA, for the provision of Mental Health Tele-psychiatry services, increasing the monthly service hours from 24 to 50, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Through a formal procurement process, North American Mental Health Services (NAMHS) was selected to provide telepsychiatry services to adults, children, and adolescents in Inyo County. Initially, the contract stipulated a projected number of service hours. However, it became evident that to adequately meet the needs of clients and individuals who are incarcerated in Inyo County Jail, an increase in service hours was necessary. Consequently, the agreed-upon monthly hours have been adjusted from 24 to 50, significantly improving the quality of care and access to care we provide. Now, the psychiatrist conducts weekly sessions with inmates instead of bi-weekly, while the psychiatric physician's assistant (PA) engages in bi-weekly meetings with behavioral health staff to assess cases and offer consultation on care coordination, in addition to the direct services she is providing through the behavioral health outpatient clinic. Contracting with two different levels of providers has allowed us to add more hours and stay within the limit of the contract. Moreover, the modification permits the PA to accommodate two additional clients on her regular appointment day. We kindly request your Board's approval to formalize this amended agreement.

#### FISCAL IMPACT:

<b>Funding Source</b>	Mental Health MediCal and Mental Health Realignment	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			

## Additional Information

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

Your Board could decide not to approve this contract amendment with North American Mental Health Services; however, this would prevent us from adequately providing the psychiatry services that are required as part of our contract with the state, as well as making it difficult to schedule case consultations for care coordination.

### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

### ATTACHMENTS:

1. North American Health Services Contract Amendment No. 1
2. North American Mental Health Services Telepsychiatry Services Agreement

### APPROVALS:

Lucy Vincent	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Lucy Vincent	Approved - 6/19/2024
Melissa Best-Baker	Approved - 6/19/2024
Anna Scott	Approved - 6/19/2024
Amy Shepherd	Approved - 6/19/2024
Grace Chuchla	Approved - 6/19/2024
John Vallejo	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024



AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and North American Mental Health Services (hereinafter referred to as “Contractor”), have entered into an Agreement for the Provision of Mental Health Services dated October 17, 2023, on County of Inyo Standard Contract No. 144, for the initial term of November 30, 2023, 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:

The first paragraph of Attachment A (Scope of Work) shall be amended to:

North American Mental Health Services will assist the County of Inyo with initial assessments for both children and adolescents looking for specialty mental health services and severe emotional disturbances. NAMHS providers will send referrals to contracted CBOs for the term of the agreement. These services will be either in person or provided through telepsychiatry for 50 hours per month. NAMHS agrees to be flexible and can add additional support services if the county's needs change. We will work closely with Inyo County's behavioral health team, participating in multidisciplinary team meetings, and provide additional billable consultation upon occasion to ensure continuity of care.

The second paragraph of Attachment A (Scope of Work), bullet point #2, shall be amended to:

2. General psychiatric in-person and/or telepsychiatry services for inmates of Inyo County Jail for 18 hours monthly.

The first paragraph of Attachment B (Scope of Fees) shall be amended to:

NAMHS will provide either In-Person or Telepsychiatry with a licensed provider for 50 hours per month. These hours will remain flexible. The services will be provided in a mutually agreed upon block of time schedule in advance. During these blocks, a patient can be seen virtually, by phone, or in-person. During the blocks of time agreed upon for services, in case of a no-show, NAMHS will allow for substitution.

AMENDMENT NUMBER   1   TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES

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

**COUNTY OF INYO**

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

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

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz  
Grace Weitz (Jun 14, 2024 12:36 PDT)  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
Christie Martindale (Jun 17, 2024 18:31 PDT)  
\_\_\_\_\_  
County Auditor

APPROVED AS TO RISK ASSESSMENT:

Aaron Hinkley  
\_\_\_\_\_  
County Risk Manager

**CONTRACTOR**

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

6/14/2024  
Dated: \_\_\_\_\_

**ASSIGNEE**

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

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

# *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 17th day of October 2023 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
North American  
Mental Health  
Services  
Telepsychiatry  
Services Agreement*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the agreement between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of Mental Health Tele-psychiatry services in an amount not to exceed \$100,000 for the period of November 1, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: October 27, 2023

WITNESS my hand and the seal of said Board this 17<sup>th</sup>  
Day of October, 2023



NATHAN GREENBERG  
Clerk of the Board of Supervisors

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of North American Mental Health Services (hereinafter referred to as "Contractor" or "NAMHS"), and in consideration of the mutual terms and conditions hereinafter contained, the parties 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 Kimball Pier, whose title is: Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum amount of services or work will be requested of the Contractor. 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.

**2. QUALIFICATIONS OF CONTRACTOR**

Contractor Is:

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medical Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.
  
- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INTRODUCTION**

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**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 Kimball Pier, whose title is: Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum amount of services or work will be requested of the Contractor. 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.

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- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.



- An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.
- a. Requirements applying to Individual, Group, and Organizational Providers:
- i. Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and
  - ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.
- b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials and comply with the provisions in (b)(i) and (b)(ii) below.
- i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.
  - ii. Intern in Marriage and Family Therapy or Associate Social Worker.
    1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:
    2. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.
    3. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.
    4. Every I/A must meet the following criteria:

- a. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
  - b. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
  - c. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
5. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
  6. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

**3. TERM.**

The term of this Agreement shall be from November 1, 2023 to June 30, 2024, unless sooner terminated as provided below.

**4. 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. 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, 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.
- c. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Thousand and no dollars (\$ 100,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- d. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described

in Attachment A. This statement will be submitted to the County not later than the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

e. Federal and State taxes

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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.

**5. 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.

**6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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 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.

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>.

#### **7. COMPLIANCE WITH APPLICABLE LAWS**

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- a. California Welfare & Institutions Code Divisions 5, 6, and 9;
- b. California Code of Regulations, Title 9;
- c. California Code of Regulations, Title 22;
- d. Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.

As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

#### **8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are 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.

#### **9. INSURANCE.**

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

#### **10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation

on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority 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 the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- a. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- b. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- c. Contractor, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of County.

#### **11. DEFENSE AND INDEMNIFICATION.**

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

#### **12. RECORDS AND AUDIT.**

Contractor shall maintain client records in the manner described in Attachment C.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of

service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

### **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

#### **14. PATIENTS' RIGHTS**

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

#### **15. CANCELLATION.**

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

#### **16. ASSIGNMENT.**

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

#### **17. DEFAULT.**

If the Contractor abandons the work, 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 for services and work satisfactorily performed to the date of termination.

**18. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver 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.

**19. CONFIDENTIALITY.**

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.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

**20. CONFLICTS.**

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

**21. POST AGREEMENT COVENANT.**

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



the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such; Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**22. SEVERABILITY.**

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**23. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**24. AMENDMENT.**

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

**25. NOTICE.**

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:


County of Inyo	
HHS - Behavioral Health	Department
1360 North Main Street, Suite 124	Address
Bishop, CA 93514	City and State

Contractor	
North American Mental Health Services	Name
2165 Larkspur Lane	Address
Redding, CA 96002	City and State

**26. ENTIRE AGREEMENT.**

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

**COUNTY OF INYO**

By: 


Signature

Jennifer Roeser

Print or Type Name

Date: 10/27/2023

**CONTRACTOR**

By: 

Signature

Thomas J. Andrews, MD, CEO

Print or Type Name

Date: 10/11/23


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 NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**SCOPE OF WORK**

## **Exhibit A. Scope of Work**

North American Mental Health Services will assist the County of Inyo with initial assessments for both children and adolescents looking for specialty mental health services and severe emotional disturbances. NAMHS providers will send referrals to contracted CBOs for the term of the agreement. These services will be either in person or provided through telepsychiatry for 24 hours per month. NAMHS agrees to be flexible and can add additional support services if the county's needs change. We will work closely with Inyo County's behavioral health team, participating in multidisciplinary team meetings, and provide additional billable consultation upon occasion to ensure continuity of care.

NAMHS will enhance current service provisions by working closely with behavioral staff to support individuals in crisis, support alternatives to acute psychiatric hospitalization, assess for crisis stabilization in the least restrictive setting possible, limit the use of medical emergency room services, decrease recidivism of acute crises and hospitalizations, and lower incarcerations by providing the following services:

1. General, acute, and continuing psychiatric outpatient services to the clients of Inyo County's behavioral health clinic. Evaluation, treatments, ongoing medication management as well as fill in the gaps in linguistic competencies.
2. General psychiatric in-person and/or telepsychiatry services for inmates of Inyo County Jail one day, monthly for 8 hours.
3. Crisis stabilization services will be delivered to provide psychiatric stabilization and ongoing care. Services will be coordinated with the County based on need.
4. NAMHS providers will participate in training in the behavioral health training programs at County's discretion. Reimbursement will be requested for all per diem & air travel accommodations for travel more than 70 miles. Mileage will be reimbursed at the going federal reimbursement rate.
5. NAMHS will seek to match the county with a provider who can deliver culturally relevant services to Spanish-speaking and indigenous clients.

NAMHS is willing to provide services either in person or remotely, via the internet and multiple forms of teleconferencing. Services shall also include all subsequent telephone, fax, e-mail, and written communication necessary to provide follow-up services to HHS. Services to outpatient clients shall include but are not limited to:

1. Initial Evaluation
2. Psychiatric Medication Management
3. Medication education for staff, clients, and families.
4. Review, revision, and approval of assessment of clients.
5. Consultation, training, and support of multidisciplinary team members.
6. Utilization review, quality improvement protocols, and peer review.
7. Documentation and Reporting as required by the State of California and County

NAMHS will provide a provider who is appropriately licensed and/or certified in California. NAMHS will best accommodate the County's preference for experience in the public mental health association, Bi-Lingual in Spanish and in-person visits. Provider will participate in Medicare and Medi-Cal in accordance with all applicable provisions and meet the following:

- a. Completed credentialing application or required documentation for credentialing.
- b. Holds a valid third-party billable provider certification (ie. Medicare, Medi-Cal and/or private insurance) or submit a complete billable provider application, along with required documentation to obtain appropriate billable provider status.
- c. Annual compliance training such as HIPAA and Cultural Competency.

NAMHS will be reallocating current staff and hire new staff as needed to fulfill any responsibilities and workload associated with this contract.

Non-Solicitation Clause. During the term of this agreement and for 1 year after termination or expiration of this agreement, the contractor agrees not to solicit, recruit, or hire NAMHS employees. 4

Inyo County will report data necessary for any relevant results-based accountability plan. The services will be performed onsite or through telemedicine on an as needed basis as deemed appropriate by both parties. NAMHS "Contractor" shall document services listed above under the agreement in County's EHR no more than 3 business days from date of service.

Monthly Touch Point Meetings will be mutually scheduled to review data points (as captured through the Electronic Medical Record System and internal reporting) assessing overall performance to ensure all current and future needs are being met with accountability per the contract.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**SCHEDULE OF FEES**

**Exhibit B. Fee Schedule**

NAMHS will provide either In-Person or Telepsychiatry with a licensed provider for 24 hours per month. These hours will remain flexible. The services will be provided in a mutually agreed upon block of time schedule in advance. During these blocks, a patient can be seen virtually, by phone, or in-person. During the blocks of time agreed upon for services, in case of a no-show, NAMHS will allow for substitution.

Inyo County shall reimburse Contractor (NAMHS) for services provided per the fee schedule below:

Telepsychiatry Fees

MD/DO	\$265/Hour
Mid-Level Practitioner (NP/PA)	\$210/Hour

In- Person Fees

MD/DO	\$295/Hour
Mid-Level Practitioner (NP/PA)	\$245/Hour

<u>Crisis Stabilization/Consultation Services (On Call)</u>	\$500/ Week Day
	\$700/ Weekend Day

Travel Reimbursement (>70 Miles)

Airfare, accommodations, and meals	Per documented/approved receipts
Mileage	Federal reimbursement rate

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**STATE DEPARTMENT OF HEALTH CARE SERVICES  
DOCUMENTATION STANDARDS FOR CLIENT RECORDS**



*Strengthening Resilience & Well-Being in Our Community*

**Inyo County Health and Human Services- Behavioral Health Division  
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage  
Requirements  
And Documentation Standards**

<b>Version:</b>	1.0	<b>Effective 05/25/22</b>	5/25/2022 Revised 02/28/23
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**REFERENCES:**

Behavioral Health Information Notice (BHIN) No: 21-073,  
Behavioral Health Information Notice (BHIN) No: 22-019  
CA WIC section 14184.402  
9 CCR 1830.205

**DEFINITIONS:**

ICBHS – Inyo County Behavioral Health Services  
DHCS Department of Health and Social Services – State of California  
SMHS – Specialty Mental Health Services  
DMC – Drug Medi-Cal

**POLICY**

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and are thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

**Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:**

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
  - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
  - b. A reasonable probability of significant deterioration in an important area of life functioning. AND
- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
  - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
  - b. A suspected mental disorder that has not yet been diagnosed.

**Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:**

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
  - a) **The beneficiary has at least one of the following:**
    - i. A significant impairment
    - ii. A reasonable probability of significant deterioration in an important area of life functioning
    - iii. A reasonable probability of not progressing developmentally as appropriate.
    - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide, AND
  - b) **The beneficiary's condition as described in subparagraph (2) above is due to one of the following:**
    - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
    - ii. A suspected mental health disorder that has not yet been diagnosed.
    - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

**Additional Coverage Requirements and Clarifications:**

This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

**COMPLIANCE:** MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

## **PROCEDURE AND DOCUMENTATION STANDARDS**

### **(1) Standardized Assessment Requirements:**

#### **A. SMHS Assessment procedures**

- a.)** MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.)** The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.)** Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.)** The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.)** The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.)** The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and

mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.

- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

### **B. DMC and DMC-ODS Assessments**

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

### **(2) SMHS Assessment Domain Requirements**

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

#### **Domain 1:**

- Presenting Problem(s)
- Current Mental Status
- History of Presenting Problem(s)
- Beneficiary-Identified Impairment(s)

#### **Domain 2:**

- Trauma

#### **Domain 3:**

- Behavioral Health History
- Comorbidity

**Domain 4:**

- Medical History
- Current Medications
- Comorbidity with Behavioral Health

**Domain 5:**

- Social and Life Circumstances
- Culture/Religion/Spirituality

**Domain 6:**

- Strengths, Risk Behaviors, and Safety Factors

**Domain 7:**

- Clinical Summary and Recommendations
- Diagnostic Impression
- Medical Necessity Determination/Level of Care/Access Criteria

**(3) SMHS, DMC, and DMC-ODS Problem List**

A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.

B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

E. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice, if any.

Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.

- Problems identified by a provider acting within their scope of practice, if any.

• Problems or illnesses identified by the beneficiary and/or significant support person, if any.

• The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

**Progress Notes**

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

B. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code.3
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.

D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

**(5) Treatment and Care Planning Requirements:**

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment 1 (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.

- A. Targeted Case Management (TCM):** Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.<sup>1</sup> **The TCM care plan:**
- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
  - Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary's authorized health care decision maker) and others to develop those goals;
  - Identifies a course of action to respond to the assessed needs of the beneficiary; and
  - Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary's progress notes.
- B. Peer Support Services:**
- Peer support services must be based on an approved plan of care
  - Peer support services must be based on an approved plan of care. The plan of care shall be documented within the progress notes in the beneficiary's clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.
- C. Requirements for treatment and care planning for additional service types are found in Attachment 1.**

**D. Additional Treatment and Care Plan Requirements**

**(6) Telehealth Consent:** If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the

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<sup>1</sup> For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN. Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.



provision of this information and the patient's verbal or written acknowledgment that the information was received.

**D. Other requirements and standards:**

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
  - a) The date of service;
  - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title; and the relevant identification number, if applicable.
  - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long-term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
  - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
  - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays.
  - 3) Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
  - 4) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
  - 5) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

6) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

**IMPLEMENTATION:** Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCODS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary.

**TRAINING:** New clinical and case management staff will be required to complete documentation training available through the County's web-based learning module system (Relias) within two weeks of date of hire.

**ONGOING TRAINING:** As documentation standards change, updates will be presented to all staff in QII meetings and training will be required for all staff in the QII meetings. QII meetings are mandatory for Quality Improvement and Quality Assurance and all clinical and case management staff are required to sign in and remain for the entire meeting.

**DISCIPLINARY ACTION:**

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure Code of Conduct and Disciplinary Action

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INSURANCE PROVISIONS**

## **Attachment D: 2023 Insurance Requirements for Professional Services - General**

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.
1. **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.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
4. **Abuse/Molestation Liability:** For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. Waived if contractor will not have contact with minors for the execution of the agreement.
5. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense.

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

### **Attachment C: 2023 Insurance Requirements for Professional Services - General**

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 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 \$50,000 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:

**Attachment C: 2023 Insurance Requirements for  
Professional Services - General**

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 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-

## COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and North American Mental Health Services, referred to herein as Business Associate (“BA”). This Agreement is effective as of \_\_\_\_\_, (the “Agreement Effective Date”).

### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].



- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**7. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**8. Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.


**COVERED ENTITY**

**BUSINESS ASSOCIATE**

County of Inyo

North American Mental Health Services

By: 

By: 

Print Name: Jennifer Roeser

Print Name: Thomas J. Andrews, MA

Title: Chairperson

Title: CEO

Date: 10/27/23

Date: 10/11/23

# *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 17th day of October 2023 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
North American  
Mental Health  
Services  
Telepsychiatry  
Services Agreement*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the agreement between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of Mental Health Tele-psychiatry services in an amount not to exceed \$100,000 for the period of November 1, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: October 27, 2023

WITNESS my hand and the seal of said Board this 17<sup>th</sup>  
Day of October, 2023



NATHAN GREENBERG  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

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



# 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

October 17, 2023

Reference ID:  
2023-4222

### Agreement between County of Inyo and North American Mental Health Services for Telepsychiatry Services Health & Human Services - Behavioral Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent

#### ITEM PRESENTED BY

Anna Scott, Acting HHS Director

#### RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of Mental Health Tele-psychiatry services in an amount not to exceed \$100,000 for the period of November 1, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Since Inyo County's long-time psychiatrist retired in 2021, the Health and Human Services Department has sought to meet our contractual obligations to provide psychiatry services via a contracted telepsychiatry provider. Our current provider of telepsychiatry services, Iris Telehealth, has provided HHS with notice to end their contract as of November 9, 2023. Upon learning that the Iris Telehealth contract would be ending, HHS initiated a request for proposals to identify a new provider. North American Mental Health Services (NAMHS) was selected through a formal procurement process to provide tele-psychiatry services to adults, children and adolescents in Inyo. NAMHS provides telepsychiatry services to nine other rural counties in California, including Mono County. NAMHS was selected based upon several criteria that best meet Inyo County's needs from the standpoint of network adequacy and fiscal prudence.

#### FISCAL IMPACT:

<b>Funding Source</b>	Mental Health MediCal and Mental Health Realignment	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
These expenses are budgeted.			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

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

Your Board could decide not to approve this contract with North American Mental Health Services. This is not recommended as the Inyo County HHS Department has selected this vendor through a competitive process and found that North American Mental Health Services provides the best value for psychiatry services that are required as part of our contract with the state.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. North American Mental Health Services Contract

**APPROVALS:**

- 10/4/2023
- 10/5/2023
- 10/9/2023
- 10/9/2023
- 10/9/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023
- 10/12/2023

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of North American Mental Health Services (hereinafter referred to as "Contractor" or "NAMHS"), and in consideration of the mutual terms and conditions hereinafter contained, the parties 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 Kimball Pier, whose title is: Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum amount of services or work will be requested of the Contractor. 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.

**2. QUALIFICATIONS OF CONTRACTOR**

Contractor Is:

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medical Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.
  
- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.



**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of North American Mental Health Services (hereinafter referred to as "Contractor" or "NAMHS"), and in consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

**TERMS AND CONDITIONS**

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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 Kimball Pier, whose title is: Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum amount of services or work will be requested of the Contractor. 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.

**2. QUALIFICATIONS OF CONTRACTOR**

Contractor Is:

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medical Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.
  
- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

- a. Requirements applying to Individual, Group, and Organizational Providers:
  - i. Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and
  - ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.
  
- b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials and comply with the provisions in (b)(i) and (b)(ii) below.
  - i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.
  - ii. Intern in Marriage and Family Therapy or Associate Social Worker.
    1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:
    2. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.
    3. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.
    4. Every I/A must meet the following criteria:

- a. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
  - b. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
  - c. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
5. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
  6. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

### 3. TERM.

The term of this Agreement shall be from November 1, 2023 to June 30, 2024, unless sooner terminated as provided below.

### 4. 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. 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, 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.
- c. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Thousand and no dollars (\$ 100,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- d. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described

in Attachment A. This statement will be submitted to the County not later than the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

e. Federal and State taxes

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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.

**5. 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.

**6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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 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.

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>.

#### **7. COMPLIANCE WITH APPLICABLE LAWS**

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- a. California Welfare & Institutions Code Divisions 5, 6, and 9;
- b. California Code of Regulations, Title 9;
- c. California Code of Regulations, Title 22;
- d. Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.

As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

#### **8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are 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.

#### **9. INSURANCE.**

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

#### **10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation

on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority 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 the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

- a. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- b. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- c. Contractor, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of County.

#### **11. DEFENSE AND INDEMNIFICATION.**

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

#### **12. RECORDS AND AUDIT.**

Contractor shall maintain client records in the manner described in Attachment C.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of

service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

### **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

#### **14. PATIENTS' RIGHTS**

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

#### **15. CANCELLATION.**

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

#### **16. ASSIGNMENT.**

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

#### **17. DEFAULT.**

If the Contractor abandons the work, 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 for services and work satisfactorily performed to the date of termination.



**18. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver 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.

**19. CONFIDENTIALITY.**

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.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

**20. CONFLICTS.**

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

**21. POST AGREEMENT COVENANT.**

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

the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such; Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**22. SEVERABILITY.**

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**23. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**24. AMENDMENT.**

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

**25. NOTICE.**

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:


County of Inyo	
HHS - Behavioral Health	Department
1360 North Main Street, Suite 124	Address
Bishop, CA 93514	City and State

Contractor	
North American Mental Health Services	Name
2165 Larkspur Lane	Address
Redding, CA 96002	City and State

**26. ENTIRE AGREEMENT.**

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

**COUNTY OF INYO**

By: 


Signature

Jennifer Roeser

Print or Type Name

Date: 10/27/2023

**CONTRACTOR**

By: 

Signature

Thomas J. Andrews, MD, CEO

Print or Type Name

Date: 10/11/23

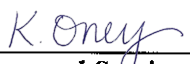
APPROVED AS TO FORM AND LEGALITY:

  
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 NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**SCOPE OF WORK**

## **Exhibit A. Scope of Work**

North American Mental Health Services will assist the County of Inyo with initial assessments for both children and adolescents looking for specialty mental health services and severe emotional disturbances. NAMHS providers will send referrals to contracted CBOs for the term of the agreement. These services will be either in person or provided through telepsychiatry for 24 hours per month. NAMHS agrees to be flexible and can add additional support services if the county's needs change. We will work closely with Inyo County's behavioral health team, participating in multidisciplinary team meetings, and provide additional billable consultation upon occasion to ensure continuity of care.

NAMHS will enhance current service provisions by working closely with behavioral staff to support individuals in crisis, support alternatives to acute psychiatric hospitalization, assess for crisis stabilization in the least restrictive setting possible, limit the use of medical emergency room services, decrease recidivism of acute crises and hospitalizations, and lower incarcerations by providing the following services:

1. General, acute, and continuing psychiatric outpatient services to the clients of Inyo County's behavioral health clinic. Evaluation, treatments, ongoing medication management as well as fill in the gaps in linguistic competencies.
2. General psychiatric in-person and/or telepsychiatry services for inmates of Inyo County Jail one day, monthly for 8 hours.
3. Crisis stabilization services will be delivered to provide psychiatric stabilization and ongoing care. Services will be coordinated with the County based on need.
4. NAMHS providers will participate in training in the behavioral health training programs at County's discretion. Reimbursement will be requested for all per diem & air travel accommodations for travel more than 70 miles. Mileage will be reimbursed at the going federal reimbursement rate.
5. NAMHS will seek to match the county with a provider who can deliver culturally relevant services to Spanish-speaking and indigenous clients.

NAMHS is willing to provide services either in person or remotely, via the internet and multiple forms of teleconferencing. Services shall also include all subsequent telephone, fax, e-mail, and written communication necessary to provide follow-up services to HHS. Services to outpatient clients shall include but are not limited to:

1. Initial Evaluation
2. Psychiatric Medication Management
3. Medication education for staff, clients, and families.
4. Review, revision, and approval of assessment of clients.
5. Consultation, training, and support of multidisciplinary team members.
6. Utilization review, quality improvement protocols, and peer review.
7. Documentation and Reporting as required by the State of California and County

NAMHS will provide a provider who is appropriately licensed and/or certified in California. NAMHS will best accommodate the County's preference for experience in the public mental health association, Bi-Lingual in Spanish and in-person visits. Provider will participate in Medicare and Medi-Cal in accordance with all applicable provisions and meet the following:

- a. Completed credentialing application or required documentation for credentialing.
- b. Holds a valid third-party billable provider certification (ie. Medicare, Medi-Cal and/or private insurance) or submit a complete billable provider application, along with required documentation to obtain appropriate billable provider status.
- c. Annual compliance training such as HIPAA and Cultural Competency.

NAMHS will be reallocating current staff and hire new staff as needed to fulfill any responsibilities and workload associated with this contract.

Non-Solicitation Clause. During the term of this agreement and for 1 year after termination or expiration of this agreement, the contractor agrees not to solicit, recruit, or hire NAMHS employees. 4

Inyo County will report data necessary for any relevant results-based accountability plan. The services will be performed onsite or through telemedicine on an as needed basis as deemed appropriate by both parties. NAMHS "Contractor" shall document services listed above under the agreement in County's EHR no more than 3 business days from date of service.

Monthly Touch Point Meetings will be mutually scheduled to review data points (as captured through the Electronic Medical Record System and internal reporting) assessing overall performance to ensure all current and future needs are being met with accountability per the contract.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**SCHEDULE OF FEES**

**Exhibit B. Fee Schedule**

NAMHS will provide either In-Person or Telepsychiatry with a licensed provider for 24 hours per month. These hours will remain flexible. The services will be provided in a mutually agreed upon block of time schedule in advance. During these blocks, a patient can be seen virtually, by phone, or in-person. During the blocks of time agreed upon for services, in case of a no-show, NAMHS will allow for substitution.

Inyo County shall reimburse Contractor (NAMHS) for services provided per the fee schedule below:

Telepsychiatry Fees

MD/DO	\$265/Hour
Mid-Level Practitioner (NP/PA)	\$210/Hour

In- Person Fees

MD/DO	\$295/Hour
Mid-Level Practitioner (NP/PA)	\$245/Hour

Crisis Stabilization/Consultation Services (On Call) \$500/ Week Day  
\$700/ Weekend Day

Travel Reimbursement (>70 Miles)

Airfare, accommodations, and meals	Per documented/approved receipts
Mileage	Federal reimbursement rate



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**STATE DEPARTMENT OF HEALTH CARE SERVICES  
DOCUMENTATION STANDARDS FOR CLIENT RECORDS**

**Inyo County Health and Human Services- Behavioral Health Division  
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage  
Requirements  
And Documentation Standards**

<b>Version:</b>	1.0	<b>Effective 05/25/22</b>	5/25/2022 Revised 02/28/23
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**REFERENCES:**

Behavioral Health Information Notice (BHIN) No: 21-073,  
Behavioral Health Information Notice (BHIN) No: 22-019  
CA WIC section 14184.402  
9 CCR 1830.205

**DEFINITIONS:**

ICBHS – Inyo County Behavioral Health Services  
DHCS Department of Health and Social Services – State of California  
SMHS – Specialty Mental Health Services  
DMC – Drug Medi-Cal

**POLICY**

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and are thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

**Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:**

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
  - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
  - b. A reasonable probability of significant deterioration in an important area of life functioning. AND
- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
  - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
  - b. A suspected mental disorder that has not yet been diagnosed.

**Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:**

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
  - a) **The beneficiary has at least one of the following:**
    - i. A significant impairment
    - ii. A reasonable probability of significant deterioration in an important area of life functioning
    - iii. A reasonable probability of not progressing developmentally as appropriate.
    - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide, AND
  - b) **The beneficiary's condition as described in subparagraph (2) above is due to one of the following:**
    - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
    - ii. A suspected mental health disorder that has not yet been diagnosed.
    - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

**Additional Coverage Requirements and Clarifications:**

This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

**COMPLIANCE:** MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

## **PROCEDURE AND DOCUMENTATION STANDARDS**

### **(1) Standardized Assessment Requirements:**

#### **A. SMHS Assessment procedures**

- a.)** MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.)** The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.)** Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.)** The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.)** The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.)** The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and

mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.

- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

#### **B. DMC and DMC-ODS Assessments**

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

#### **(2) SMHS Assessment Domain Requirements**

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

##### **Domain 1:**

- Presenting Problem(s)
- Current Mental Status
- History of Presenting Problem(s)
- Beneficiary-Identified Impairment(s)

##### **Domain 2:**

- Trauma

##### **Domain 3:**

- Behavioral Health History
- Comorbidity

**Domain 4:**

- Medical History
- Current Medications
- Comorbidity with Behavioral Health

**Domain 5:**

- Social and Life Circumstances
- Culture/Religion/Spirituality

**Domain 6:**

- Strengths, Risk Behaviors, and Safety Factors

**Domain 7:**

- Clinical Summary and Recommendations
- Diagnostic Impression
- Medical Necessity Determination/Level of Care/Access Criteria

**(3) SMHS, DMC, and DMC-ODS Problem List**

A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.

B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

E. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice, if any.

Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.

- Problems identified by a provider acting within their scope of practice, if any.

• Problems or illnesses identified by the beneficiary and/or significant support person, if any.

• The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

**Progress Notes**

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

B. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code.3
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.

D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

**(5) Treatment and Care Planning Requirements:**

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment 1 (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.



- A. Targeted Case Management (TCM):** Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.<sup>1</sup> **The TCM care plan:**
- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
  - Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary's authorized health care decision maker) and others to develop those goals;
  - Identifies a course of action to respond to the assessed needs of the beneficiary; and
  - Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary's progress notes.
- B. Peer Support Services:**
- Peer support services must be based on an approved plan of care
  - Peer support services must be based on an approved plan of care. The plan of care shall be documented within the progress notes in the beneficiary's clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.
- C. Requirements for treatment and care planning for additional service types are found in Attachment 1.**

**D. Additional Treatment and Care Plan Requirements**

**(6) Telehealth Consent:** If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the

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<sup>1</sup> For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN. Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.

provision of this information and the patient's verbal or written acknowledgment that the information was received.

**D. Other requirements and standards:**

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
  - a) The date of service;
  - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title; and the relevant identification number, if applicable.
  - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long-term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
  - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
  - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays.
  - 3) Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
  - 4) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
  - 5) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

6) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

**IMPLEMENTATION:** Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCODS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary.

**TRAINING:** New clinical and case management staff will be required to complete documentation training available through the County's web-based learning module system (Relias) within two weeks of date of hire.

**ONGOING TRAINING:** As documentation standards change, updates will be presented to all staff in QII meetings and training will be required for all staff in the QII meetings. QII meetings are mandatory for Quality Improvement and Quality Assurance and all clinical and case management staff are required to sign in and remain for the entire meeting.

**DISCIPLINARY ACTION:**

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure Code of Conduct and Disciplinary Action

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NORTH AMERICAN MENTAL HEALTH SERVICES  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INSURANCE PROVISIONS**

## **Attachment D: 2023 Insurance Requirements for Professional Services - General**

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.
1. **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.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability:** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
4. **Abuse/Molestation Liability:** For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. Waived if contractor will not have contact with minors for the execution of the agreement.
5. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense.

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

## **Attachment C: 2023 Insurance Requirements for Professional Services - General**

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 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 \$50,000 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:

**Attachment C: 2023 Insurance Requirements for  
Professional Services - General**

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 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-

**COUNTY OF INYO**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and North American Mental Health Services, referred to herein as Business Associate (“BA”). This Agreement is effective as of \_\_\_\_\_, (the “Agreement Effective Date”).

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.



- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**7. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**8. Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

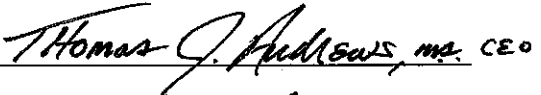
COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

North American Mental Health Services

By: 

By: 

Print Name: Jennifer Roeser

Print Name: Thomas J. Andrews, MA

Title: Chairperson

Title: CEO

Date: 10/27/23

Date: 10/11/23



# 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

June 25, 2024

Reference ID:  
2024-478

### Memorandum of Understanding for the California Department of Aging Health & Human Services ACTION REQUIRED

#### ITEM SUBMITTED BY

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

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

Approve the Memorandum of Understanding between the County of Inyo and California Department of Aging of Sacramento, CA for the provision of Coordination of Older Americans Act Services to Residents of Planning Service Area 16 for the period of July 1, 2024 through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign the MOU, California Civil Rights Law Certification, Information Integrity and Security Statement, and Contractor Certification Clauses.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The California Department of Aging has moved away from the State standard contract and attachments to a multi-year Memorandum of Understanding (MOU) to remove the administrative burdens and allow timely access to funding and programmatic changes. A program guide is now available to be used as a reference for program requirements.

The FY 2024/25 allocations were also recently released. The total annual funding allocated to Program and Services Area 16 is \$1,559,355, which is a slight decrease of \$1,231 of the base allocation from the prior year. Acceptance of this MOU ensures the receipt of federal and state funds to keep existing services going. Funding in the amount of \$214,038 will be allocated to Mono County to provide services to seniors in that county.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded	<b>Budget Unit</b>	683000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4499 and 4552
<b>Recurrence</b>	Ongoing Expenditures		
<b>Current Fiscal Year Impact</b>			
This MOU allows for the contract to be in place and access to allocations in a more timely manner.			
<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 MOU. This is not recommended, as failure to move forward on these actions will disrupt services to seniors in the region. Receipt of any funding for ESAAA is contingent upon execution of this contract.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Mono County Social Services and California Indian Legal Services

**ATTACHMENTS:**

1. Memorandum of Understanding
2. Contractor Certification Clauses
3. Info Integrity and Security Statement
4. California Civil Rights Law Certification

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Anna Scott	Approved - 6/19/2024
Christian Milovich	Approved - 6/19/2024
John Vallejo	Approved - 6/19/2024
Amy Shepherd	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024





MEMORANDUM OF UNDERSTANDING  
between the  
CALIFORNIA DEPARTMENT OF AGING  
and  
COUNTY OF INYO  
for  
Coordination of Older Americans Act Services to  
Residents of  
Planning Service Area 16

This MOU shall become effective July 1, 2024 and shall remain in effect until June 30, 2029.

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Anna Scott  
HHS Director  
County of Inyo  
1360 North Main Street Suite 201  
Bishop, CA 93514

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Andy Sachs  
Assistant Deputy Director  
Office of Finance & Administration Svcs  
California Department of Aging  
2880 Gateway Oaks Drive, Suite 200  
Sacramento, CA 95833

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND  
COUNTY OF INYO

1. PURPOSE

This Memorandum of Understanding (MOU) is entered into between the California Department of Aging, hereinafter referred to as "CDA," and County of Inyo, hereinafter referred to as "County of Inyo" or "AAA," in compliance with federal law (42 USC § 3001 et seq.), state law (Welfare and Institutions Code, Division 8.5), federal and/or state regulations, and any other authorities or policies.

This MOU provides the transfer or continued transfer of responsibility for Older Americans Act (OAA) and Older Californians Act (OCA) assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities within County of Inyo's service area.

2. PARTIES

"Parties" shall mean County of Inyo and CDA. Each individually is a "Party."

3. POLICY

County of Inyo has been approved by the Administration for Community Living (ACL) to administer OAA and OCA activities in accordance with 42 USC § 3001 et seq., and Welfare and Institutions Code (WIC), Division 8.5.

4. APPLICABLE PROGRAMS

The programs selected below are applicable to this MOU between County of Inyo and CDA.

- Area Plan (AP)
- Health Insurance Counseling and Advocacy Program (HICAP)
- Medicare Improvements for Patients and Providers Act (MIPPA)
- Title V Senior Community Services Program (TV SCSEP)

## 5. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this MOU or the Program Guide (as referenced in Section 10, below), will be provided by the State to the AAA upon full execution of this MOU.
- B. AAA shall submit to CDA changes to AAA's legal name, main address, and remit to address to [bmbsubvention@aging.ca.gov](mailto:bmbsubvention@aging.ca.gov).
- C. AAA shall submit to CDA changes to AAA Director or any key staff to be added or removed from the distribution list by submitting a Contact Report to [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov). You may request the Contact Report by emailing [AAAcontactinfo@aging.ca.gov](mailto:AAAcontactinfo@aging.ca.gov).

## 6. NOTICES

- A. Any notice to be given hereunder by either Party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the AAA retains receipt, and shall be communicated as of actual receipt.
- B. All other notices, apart from those identified in Section 5 of this MOU, shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the AAA shall be to the address indicated on the coversheet of this MOU.
- C. Either Party may change its address by written notice to the other Party in accordance with Section 5.

## 7. COMMENCEMENT OF WORK

Should the AAA or its subcontractor begin work in advance of receiving notice that this MOU is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated and done at risk of assuming any and all liabilities that stem from said work.

## 8. RESPONSIBILITIES

- A. MOU Authorization
  - i. If a public entity, the AAA shall submit to CDA a copy of an approved resolution, order, or motion referencing this MOU number authorizing execution of this MOU. If a private nonprofit entity, the

AAA shall submit to CDA an authorization by the Board of Directors to execute this MOU, referencing this MOU number.

- ii. These documents, including minute orders must also identify the action taken.
- iii. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this MOU. This requirement may also be met by a single resolution from the Governing Board of the AAA authorizing the AAA Director or designee to execute the original and all subsequent amendments to this MOU.

#### B. UEI Number and Related Information

- i. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this MOU. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
- ii. The AAA must register the UEI number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
- iii. If CDA cannot access or verify “Active” status by way of the AAA’s UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the AAA’s data entry for its UEI number, the AAA must immediately update the information as required.

#### E. Consultation

- i. CDA will issue a Program Guide and Program Memos to provide guidance, insight, and direction to the AAAs on topics related to the activities applicable to this MOU.
- ii. CDA and the AAA shall follow guidance provided by the Program Guide and Program Memos to promote cooperation, communication, and coordination of service and program implementation.

### 9. ASSURANCES

#### A. Standards of Work

The AAA agrees that the performance of work and services pursuant to the requirements of this MOU and the Program Guide shall conform to accepted professional standards.

#### B. Corporate Status

- i. The AAA shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the AAA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this MOU.
- ii. The AAA shall ensure that any subcontractors providing services under this MOU shall be of sound financial status.
- iii. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this MOU.
- iv. Failure to maintain good standing by the AAA shall result in suspension or termination of this MOU with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the AAA until satisfactory status is restored.

#### C. Nondiscrimination

The AAA shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 04/2017), located <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>, which is hereby incorporated by reference. The CCC 04/2017 is required to be signed and submitted to CDA once every three (3) years and shall be furnished upon request by CDA. In addition, the AAA shall comply with the following:

- i. Equal Access to Federally-Funded Benefits, Programs and Activities

The AAA shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients

of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

ii. Equal Access to State-Funded Benefits, Programs and Activities

The AAA shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq. and 2 CCR § 11140 et seq., which prohibit recipients of state funds from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [See 22 CCR § 98323.]

iii. California Civil Rights Laws

The AAA shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification prior to execution of this MOU. The certificate is available at:  
<http://www.dgs.ca.gov/ols/Forms.aspx>.

The California Civil Rights Laws Certification ensures the AAA's compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and further ensures that the AAA's internal policies are not used in violation of California Civil Rights Laws.

iv. The AAA 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. [See 42 USC § 12101 et seq.]

v. The AAA agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this MOU and the Program Guide.

D. Lobbying Certification

The AAA, by signing this MOU, certifies to the best of its knowledge and belief, that:

- i. No federally appropriated funds have been paid or will be paid, by or on behalf of the AAA, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any

federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the AAA shall complete and submit [Standard Form-LLL, Disclosure Form](#) to Report Lobbying, in accordance with its instructions.
- iii. The AAA shall require that the language of the lobbying certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- v. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352.
- vi. 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.

#### E. Conflict of Interest

- i. The AAA shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including but not limited to the selection of subcontractors that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the MOU.
- ii. This provision shall not be construed to prohibit employment of persons with whom the AAA's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or

increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on an open and competitive merit basis.

F. Covenant Against Contingent Fees

- i. The AAA warrants that no person or selling agency has been employed or retained to solicit the work outlined within this MOU and the Program Guide. There has been no agreement to make commission payments in order to obtain the work outlined within this MOU and the Program Guide.
- ii. For breach or violation of this warranty, CDA shall have the right to terminate the MOU without liability or at its discretion to deduct from the program allocation or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The AAA shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Program Allocations in Excess of \$100,000

- i. If all funding provided in support of the services outlined within this MOU and the Program Guide exceeds \$100,000, the AAA shall comply with all applicable orders or requirements issued under the following laws:
  1. Clean Air Act, as amended. (42 USC § 7401)
  2. Federal Water Pollution Control Act, as amended. (33 USC § 1251 et seq.)
  3. Environmental Protection Agency Regulations (40 CFR 29) (Executive Order 11738)
  4. State Contract Act (Cal. Pub. Con. Code § 10295 et seq.)
  5. Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)



I. Debarment, Suspension, and Other Responsibility Matters

- i. The AAA certifies to the best of its knowledge and belief, that it and its subcontractors:
  1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  2. Have not, within a three-year period preceding this MOU, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  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 (i)(2) of this certification.
  4. Have not, within a three-year period preceding this MOU, had one or more public transactions (federal, State, or local) terminated for cause or default.
- ii. The AAA shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the AAA or subcontractors.
- iii. The AAA shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
- iv. The AAA agrees to timely execute any and all amendments to this MOU and the Program Guide or other required documentation relating to the Subcontractor's debarment/suspension status.

J. AAA's Staff

- i. The AAA shall maintain adequate staff to meet the AAA's obligations under this MOU and the Program Guide.
- ii. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

## 10. PROGRAM GUIDE

- A. A Program Guide (or “Guide”) has been created and is intended for use by CDA and the AAAs as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.
- B. The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.
- C. The Program Guide shall be maintained, updated, and/or revised by CDA. Updates shall be made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.
- D. The official copy of the Program Guide shall be kept and maintained on CDA’s webpage.

## 11. FISCAL PROVISIONS

- A. This MOU must be approved prior to release and disbursement of any program funding.
- B. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to CDA’s Local Finance Bureau within 30 days of release.
- C. Budgets must be approved by CDA’s Local Finance Bureau prior to any disbursement of funding.
- D. CDA cannot disburse funds until the enactment of the Budget Act has occurred and/or CDA has received funding authority.
- E. Budget Displays reference terms specific to each program funding source, which shall be used to determine disbursement of funding.
- F. AAAs shall follow other fiscal provisions and terms as outlined in the program guide.

## 12. RESOLUTION OF LANGUAGE CONFLICTS

- A. If a dispute arises in connection with this MOU involving the interpretation, implementation, or conflicts with the laws, policies, and regulations, the AAA and CDA will meet to attempt to resolve the problem in a manner that is allowable under federal and state laws. Both parties will strive to ensure that the dispute will not result in a disruption of OAA or OCA services.
- B. The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:
  - i. The Grant Terms and Conditions
  - ii. The Older Americans Act and other applicable federal statutes and their implementing regulations
  - iii. If applicable, the Older Californians Act and other California State codes and regulations
  - iv. This MOU and the Program Guide
  - v. Program Memos and other guidance issued by CDA
  - vi. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

## 13. TERMINATION

### A. Termination Without Cause

CDA may terminate performance of work under this MOU, in whole or in part, without cause upon ninety (90) days written notice if CDA determines that a termination is in the State's best interests. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The Parties agree that if the termination of the MOU is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Upon receipt of a Notice of Termination, the AAA shall submit to CDA a Transition Plan as specified in the Program Guide.

The Parties agree that for the terminated portion of the MOU, the remainder of the MOU shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this MOU. CDA may terminate the MOU upon thirty (30) days written notice to the AAA. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health, or safety of the public and in that case, the termination shall take effect immediately. The AAA shall submit to CDA a Transition Plan as specified in the Program Guide. The grounds for termination for cause shall include, but are not limited to, the following:

- i. In case of threat of life, health, or safety of the public, termination of the MOU shall be effective immediately.
- ii. A violation of the law or failure to make progress so as to endanger performance of this MOU.
- iii. Inadequate performance or failure to make progress so as to endanger performance of this MOU.
- iv. Failure to comply with reporting requirements.
- v. Evidence that the AAA is in an unsatisfactory financial condition as determined by an audit of the AAA or evidence of a financial condition that endangers performance of this MOU and/or the loss of other funding sources.
- vi. Delinquency in payment of taxes or payment of costs for performance of this MOU in the ordinary course of business.
- vii. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the AAA's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the AAA.
- viii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the AAA's assets or income.
- ix. The commission of an act of bankruptcy.

- x. Finding of debarment or suspension.
- xi. The AAA's organizational structure has materially changed.
- xii. CDA determines that the AAA may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the AAA may be subject to special conditions or restrictions.

#### C. AAA's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the AAA shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The AAA shall:

- i. Stop work as specified in the Notice of Termination.
- ii. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the MOU.
- iii. Terminate all subcontracts to the extent they relate to work terminated.
- iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification which will be final for purposes of this clause).

#### D. Effective Date

Termination of this MOU shall take effect immediately in the case of an emergency such as a threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the AAA, respectively. The notice shall describe the action being taken by CDA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Notice of Intent to Terminate by AAA (applicable to non-Title III Programs)

In the event the AAA no longer intends to provide services under this MOU, the AAA shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the AAA does not have the authority to terminate the MOU. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The AAA shall submit a Transition Plan in accordance with the Program Guide.

F. In the Event of a Termination Notice

CDA will present written notice to the AAA of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

14. Remedies

The AAA agrees that any remedy provided in this MOU is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this MOU by the AAA, whether such breach occurs before or after completion of the project.

15. Dissolution of Entity

The AAA shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

16. AMENDMENTS

- A. No amendment or variation of the terms of this MOU shall be valid unless made in writing, signed, and approved by both parties. No oral understanding or agreement not incorporated in this MOU is binding on any of the parties.
- B. Any provision of this MOU or the Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this MOU and/or the Program Guide 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.

- C. Failure by the AAA to take necessary actions required by amendments to this MOU and/or the Program Guide shall constitute a material violation.
- D. The State reserves the right to revise, waive, or modify the MOU to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

# 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
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## 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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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.



**In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:**

**ACKNOWLEDGE:**

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

**MEET THE FOLLOWING REQUIREMENTS:**

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at [https://aging.ca.gov/Information\\_security/](https://aging.ca.gov/Information_security/) within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF AGING  
**INFORMATION INTEGRITY AND SECURITY STATEMENT**  
CDA 1024 (REV 03/2020)



**CERTIFY:**

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

Is not in compliance with the 128 Encryption requirements and will achieve compliance by \_\_\_\_\_.

**I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.**

---

Contractor/Vendor Printed Name and Title

---

Contractor/Vendor Signature

---

Date

---

CDA Program/Project

---

Contract Number

STATE OF CALIFORNIA  
 CALIFORNIA DEPARTMENT OF AGING  
**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**  
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
Area Plan (AP)	Financial Alignment (FA)
HICAP (HI)	MIPPA (MI)
MSSP (MS)	SNAP-Ed (SP)
Title V (TV)	



# 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

June 25, 2024

Reference ID:  
2024-465

### Crestwood Behavioral Health FY 23-24 Contract Amendment No. 3

#### Health & Human Services - Behavioral Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

Ratify and approve Amendment No. 3 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, adding Psychiatric Health Facilities (PHFs) to the facilities where conservatees may be placed, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The original contract and subsequent amendment allow Health & Human Services (HHS) to place individuals who are in need of a higher level of residential mental health treatment into a variety of facilities operated by Crestwood in the State of California. The current contract does not specifically include Crestwood's locked Psychiatric Health Facility. Psychiatric emergency situations required the placement of two individuals who are conserved under the Lanterman-Petris-Short Act in Crestwood's Psychiatric Health Facility prior to having this contract amendment in place. In lieu of the amendment, two Negotiated Rate Agreement forms were signed. This amendment does not require a change to the not-to-exceed monetary limit of the contract. Your Board approved Amendment No. 2 to this contract on June 13, 2023 and HHS is now respectfully requesting the approval of this amendment No. 3.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund (Mental Health Realignment Funds)	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5508
<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 choose not to approve this contract amendment. This would jeopardize the placement of the conservatees currently placed at Crestwood Psychiatric Health Facilities.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Superior Court

**ATTACHMENTS:**

- 1. Crestwood Amendment No. 3
- 2. Crestwood Behavioral Health Amendment No. 2
- 3. De-identified Negotiated Rate Agreements

**APPROVALS:**

Lucy Vincent	Created/Initiated - 6/3/2024
Darcy Ellis	Approved - 6/3/2024
Lucy Vincent	Approved - 6/3/2024
Melissa Best-Baker	Approved - 6/17/2024
Anna Scott	Approved - 6/17/2024
Grace Chuchla	Approved - 6/18/2024
John Vallejo	Approved - 6/18/2024
Amy Shepherd	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024





AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Crestwood Behavioral Health, Inc. (hereinafter referred to as “Contractor”), have entered into an Agreement for Provision of Independent Residential Treatment Services dated June 23, 2022, on Standard Contract No. 157 for the initial term of July 1, 2022 to June 30, 2022.

WHEREAS, Amendment number 2, executed on June 13, 2023, extended the term of the Agreement to June 30, 2024.

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:

1. County and Contractor agree to amend Attachment A (Scope of Work) to include:

Additionally, Crestwood shall provide Inpatient Psychiatric Health Facilities services as described in the attached document “Crestwood Psychiatric Health Facility”.

2. County and Contractor agree to amend Attachment B (Schedule of Fees) to include:

The fee for inpatient psychiatric health facilities is based on a negotiated rate agreement. This rate is provided by the facility at the time of placement and varies. The fees for the services provided under this Agreement shall be based on a mutually negotiated net agreement between the Parties.

AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC. FOR RESIDENTIAL TREATMENT SERVICES

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By: Maunkele

Dated: 5/30/2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz  
County Counsel

**ASSIGNEE**

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

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

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
Christie Martindale (Jun 3, 2024 14:56 PDT)  
County Auditor

APPROVED AS TO RISK ASSESSMENT:

Ann Hildner  
County Risk Manager



## **Crestwood Psychiatric Health Facility**

### **MISSION, GOALS AND SERVICE MODEL**

The mission of Crestwood's Psychiatric Health Facilities (PHFs) is to provide an alternative to traditional psychiatric care through collaboration, empowerment, a healing environment, peer providers, family partners, and a recovery-oriented milieu. The Crestwood PHF provides the structure and support needed to promote stabilization and foster recovery. Crestwood Behavioral Health, Inc., with consultation from Recovery Innovations, shall provide acute psychiatric services licensed as a Psychiatric Health Facility in the community setting, for clients experiencing psychiatric crisis of such magnitude, that it is unmanageable in the community. Our goals are to restore a sense of hope, self-empowerment and realized potential of recovery in each of our clients.

The PHF services are for clients who require stabilization, medication management, behavioral interventions, psychosocial education, and a transition plan to successfully reduce the symptomology, increase the client's management of the disease process, reduce lengthy and costly acute and subacute hospitalizations, and to increase a successful return to their community. The Psychiatric Health Facility (PHF) treatment team shall include a psychiatrist, general practitioner or internist, registered nurses, licensed clinicians, case managers, peer mentors, a dietician, and creative arts therapists.

Crestwood shall screen, admit, assess, and treat utilizing recovery-oriented services to clients requiring acute psychiatric services. Our services shall support each client to recover with an enhanced sense of resilience, accessing a wide range of wellness tools, peer, staff and natural supports offered at this program. The mission of this program is to restore a sense of hope, empowerment, community/natural support inclusion, and realized potential in each client, as well as psychiatric stabilization during the crisis.

These services shall be instrumental in supporting each individual transition to the most independent level of services and support possible, including peer support, wellness and recovery programs, housing, and natural supports. Individuals requiring extended services shall be referred to the least intensive services, including supported housing programs; as needed, clients requiring more structure and support shall be transitioned to augmented adult residential services, board and care; and lastly as needed in extreme situation to IMD services. These clients shall be transitioned with their WRAP and with a transition plan which can enable them to continue to transition to independence.

The staff, including peer providers, and the system of services provided at the PHF may be the first point of access for many. We provide hope, choice, empowerment, and a restored belief in the self so that people will recover, and that the likelihood of future hospitalization will be reduced. We also believe that if additional services are required that having a system of county providers (including ACT, vocational, housing and IMDs) united by trained peer providers, Wellness Recovery Action Plan (WRAP) and recovery-oriented services, that clients will

transition safely and softly to any level of support needed and be fully integrated into the community. We shall commit to providing the training and support needed to unite the county providers with trained peer providers, WRAP, and recovery-oriented services.

### **Program Features:**

- 24-hour nursing supervision and care.
- 24-hour psychiatric and mental health consultation.
- Staff trained in treatment of chemical dependence and significant and long-term mental health issues.
- Individual therapy with a licensed clinician.
- Integrated treatment planning process.
- Dialectical Behavior Therapy (DBT) – individual and team approach.
- Wellness Recovery Action Plan (WRAP).
- Psycho-educational groups, individual counseling, and support.
- Independent living skills training.
- Motivational strategies to engage and continue engagement for this population.
- Trauma informed environments.
- Care and education for medical complexities not requiring skilled nursing.
- Linkage to community supports.
- Individualized recovery plans to achieve personal goals.
- Wellness and fitness support.
- Nutritional education, counseling, and support.
- Yoga, meditation, and support for a spirituality path.
- Peer support.
- Dreamcatchers Empowerment Network vocational services as needed.
- Meditation groups.
- Family support.
- Discharge and transition planning to create and support movement as possible.

### **Recovery Philosophy**

At Crestwood we believe that recovery is a supportive process where a person is encouraged to maximize their life and achieve a sense of balance and fulfillment. It is a deeply personal and self-directed process built on hope, empowerment, meaningful roles and spirituality. We create an environment that fosters personal choice and active participation in daily activities and life direction. Our services continually evolve based on client needs. We place a high value on client input by involving clients in designing, planning, implementing and evaluating our services; find ways for clients to make choices on a daily basis; and provide the tools to support and validate those choices.

### **Crestwood holds the following values as core to recovery for all individuals:**

- **Hope** - Hope is the cornerstone in the journey of recovery. Hope is the belief in life's possibilities.
- **Empowerment** - Empowerment is the belief that one has power and control in one's life. It involves taking responsibility and advocating for self and others.
- **Meaningful Roles** - Meaningful Roles are positive identities within the places we live, learn, work and socialize, creating a sense of purpose and value.
- **Spirituality** - Spirituality is the connection to a greater power, others and self. It is the way to find meaning, hope, comfort and inner peace in life. Many

people find spirituality through religion. Some find it through music, art or a connection with nature. Others find it in their values and principles.

Through our Crestwood Recovery and Resilience Solutions, we provide training to certify peer provider specialists, parent partner providers, advanced peer and parent training, professional recovery training and ongoing support and consultation from recovery experts. Crestwood meets Performance Improvement expectations utilizing external and internal reviews to ensure that we are applying the most current and effective evidenced-based practices.

### **Services**

Crestwood shall provide intensive psychiatric services in the 16-bed, co-ed Psychiatric Health Facility (PHF) for clients requiring 24-hour professional observation. The clients shall be 18 years or older and may be admitted on either a voluntary or an involuntary basis.

All admissions will be consistent with the treatment philosophy and will focus on a healthy transition of the client to lower intensity services, as independent and integrated into the community as possible. Flexible and accessible linkage shall be provided.

The Psychiatric Health Facility (PHF) treatment team (Medical-Clinical Staff) shall include a psychiatrist to deliver psychiatric client care services. Psychiatrists shall provide active psychiatric treatment and support to clients in the program seven days a week/24 hours per day, and provide psychiatric administrative services, including a qualified psychiatrist to act as facility medical director.

#### **The Psychiatric services shall include the following services:**

1. Psychiatric assessments.
2. Dr to Dr consultation.
2. Medication prescribing and monitoring.
3. Daily visits to persons served.
4. Supportive counseling.
5. Documentation of psychiatric services.
6. Coordination of services of overall client health care needs.
7. Coordination of services with Outpatient Services as needed.

The multi-disciplinary team will also include a staff of registered nurses, a licensed clinician, case managers, vocational coach, peer mentors, family partners, quality assurance, culinary specialist, and creative arts therapist.

#### **Clinical Team services shall include the following services:**

1. Complete a thorough evaluation and diagnostic formulation.
2. Provide medication education and management. Education shall include the medication education modules.
3. Provide support and skills formulation to support independence.
4. Identify and mobilize individual and family resources through family therapy, support, education and linkage.
5. Provide Wellness Recovery Action Planning education and support (WRAP), including the Crisis WRAP.
6. Assist the client with identification and utilization of community resources.
7. Recreation therapy and creative arts therapy program.

8. Discharge the client to the least restrictive appropriate setting.
9. Work with the County to provide a benefit specialist who ensures Medi-Cal eligible clients are enrolled in the program.
10. Complete a Client Satisfaction Survey upon discharge of each client; and
11. Provide clients a monthly or more frequent visit by representatives of the National Alliance of the Mentally Ill.

## **COUNTY AND CENTER PARTNERSHIP**

The partnership between Crestwood PHF and the County starts with the goal of working in concert with the county to provide a variety of innovative recovery services to individuals experiencing acute psychiatric needs. The center provides an environment fostering recovery for clients as they are in the greatest distress or as they are beginning their psychiatric treatment. This level of commitment shall start with implementing a Crisis Plans and WRAP from the beginning of treatment. This plan shall be a shared tool utilized by the County in their system of wellness services and treatment options.

Crestwood PHF provides clients from varying levels of needs the supports and options to move towards independence and re-integration into the community. The focus on supportive holistic healing practices provides consistency in the recovery process from the time of the referral through post discharge. The anticipated length of stay is 7-14 days.

The Clinical Director and clinical staff shall maintain frequent contact with the county to review clients' progress, troubleshoot concerns and provide opportunity to discuss needs and feedback. The PHF shall establish routine meetings with the county, family and client to set forth program goals, review current needs and provide an opportunity to discuss any issues or concerns. The center, the county, and the clients have a vested interest in the success of each client and shall take every measure to assure that success is achieved.

## **SECURITY AND SAFETY**

The PHF shall provide security and a structured program to enable the client to attend therapeutic groups, classes, one-to-one counseling sessions, physical activities, pre-vocational support programs, and peer led support groups. The program is located on a locked, self-enclosed unit. The PHF shall conform to the state and federal fire requirements for fire and life safety, state requirements for environmental impact, and local fire safety and building ordinances. The PHF shall be inspected annually to ensure compliance with regulations and ordinances. The PHF maintenance staff shall maintain the site in a safe structural condition at all times. Security at the PHF includes a comprehensive security video camera system, a restraint room and all staff members are trained in Crisis Prevention Intervention and shall adhere to strict training and educational guidelines and renewals. Staff will be required to be always on the unit and assess the clients' status at least every fifteen (15) minutes for safety. In the event that a client is in need of further monitoring for safety, such as 1:1 observation, interventions will be made to provide such monitoring and addressed in their RSP. Any visits by outside persons, not including County personnel, will be monitored by staff. There will be no visitor allowed in the facility that is deemed under the influence of alcohol or illegal substances. It is also at the discretion of the PHF to end any visits that would interfere with the program milieu, other clients receiving services and/or pose a threat to any persons at the site.

## **PSYCHIATRIC, PSYCHOLOGICAL AND COUNSELING SERVICES**

Psychiatric services shall be provided by licensed physicians with training and experience in psychiatry.

### **Duties and Administrative Services of the Medical Director/Psychiatrist shall include:**

1. Daily participation in facility treatment planning meetings.
2. Provision of the direct psychiatric services.
3. Coordination with outpatient psychiatrists as indicated.
4. Participation in monthly Medical-Clinical Staff meetings.
5. Coordination and general supervision of physical health care physicians and provide appropriate documentation in medical records of coordination between psychiatry and physical health care physicians, or assurance that such documentation is provided by other psychiatrists.
6. Assurance that facility psychiatric practices are in compliance with regulatory standards.
7. Participation in legal hearings as required.
8. Participation in preparation of Temporary Conservatorship Applications.
9. On-Call for telephone response to facility for twenty-four (24) hours per day, seven days (7) per week, within fifteen minutes of being paged.
10. It is expected that these services will require approximately eighteen (18) hours per week, on average, of onsite time by the Medical Director. Time spent on these services may vary on a daily basis, but must be documented at least weekly on a time study log.
11. The On-Call service will include responding to requests to evaluate referrals, give admitting orders, medication and change of status orders and such other psychiatric services as may be legitimately delivered telephonically.
12. The Medical Director may arrange for temporary coverage for their duties by a qualified psychiatrist who is also a current member in good standing of the Medical-Clinical staff of the facility. Substitute coverage would be limited to illness, vacation, holidays and other legitimate reasons for temporary absence.
13. Provide assurance that facility psychiatric practices are in compliance with regulatory standards.

### **Psychiatrist**

The psychiatrist (non-Medical Director) providing services will:

1. Be responsible for adhering to the Medical Staff standards
2. Be responsible for providing documentation in the client medical records that meets facility rules and regulatory standards
3. Be responsible for documenting evidence of medical necessity daily.
4. Provide a discharge summary for every client discharged from the facility. The discharge summary shall be completed within 24 hours of discharge and shall include:
  - Reason for admission
  - Acute medical problems during hospitalization
  - Laboratory results obtained during hospital stay
  - Discharge diagnoses

The psychiatric and medical coordination services shall require approximately 35 hours per week, on average, of onsite time by the Psychiatric Services Coordinator and/or designee. Time spent on these services may vary on a daily basis but must be documented at least weekly on a time study log.



We shall provide the County with all information necessary to establish professional credentials for each psychiatrist applying to the Medical-Clinical Staff for privileges.

### **PSYCHIATRIC NURSING SERVICES**

Psychiatric nursing services shall be designed to meet the objectives of each client's interdisciplinary treatment team. There shall be a full clinical nursing policy and procedure manual to direct and document all nursing services. The nursing department shall have documented staffing pattern reflecting the identified PHF staffing pattern and the needs of the clients served at the PHF.

The psychiatric nursing services shall be under the direction of the full-time Registered Nurse.

The nursing policies and procedure shall address medication administration. There shall be a full Pharmacy Manual that will address all aspects related to Pharmacy Services.

### **SOCIAL SERVICES**

Social Services shall be designed to meet the objectives of each person's interdisciplinary treatment plan in accordance with the program goals and objectives.

Social services shall be under the direction of a licensed clinical social worker.

### **REHABILITATION SERVICES**

The master schedule of therapies, activities and events will be prepared by our clinical staff in partnership with the County. The schedule will include peer support; WRAP; group therapies; skill development; vocational support; client education activities; family therapy; and introduction to NAMI's family to family education and support and multifamily groups; and scheduled community meetings; independent living skill support; meals; and exercise. The treatment team is expected to coordinate and support each client to participate in activities tailored to each person's individual needs.

We will have the formal scheduled activities provided by staff members that are specifically trained to provide these services. The schedule shall be based on clients' needs and preferences and will always be client-directed through the input from the peer providers.

A licensed psychologist, psychiatrist or social worker will direct most formal group therapy, family therapy and multifamily therapy sessions. The recreation therapist and Clinical Director will supervise other therapeutic activities and the nursing staff will support activities, including providing medication education and support. The nursing staff will largely be responsible for attending the milieu, providing for client safety, activities of daily living and supporting the client throughout treatment.

The multi-disciplinary staff will develop effective working relationships that will be professional, collegial, respectful, and collaborative. All PHF staff shall be responsible for adhering to all licensing and regulatory standards and facility rules and regulations.

### **DAILY SCHEDULE**

6:00 -	7:00 -	Get Up and Dress
7:15 -	8:15 -	Breakfast

8:00 -	9:00 -	Life Skills Training Group (concurrently)
		- Personal Hygiene Training
		- Daily Motivation/Organizational training on a 1:1 basis
		- Morning Meditation
		Social Break
9:00 -	10:00 -	Medication Education
10:00 -	10:50 -	Life Skills Training Classes
		- WRAP
		- Impulse Control
		- Stress Management
		- Self Esteem Building
		- Assertiveness Training
		- Preparation Training
11:00 -	11:50 -	Life Skills Training
		- WRAP
		- Medication Management
		- Money Management / Personal Organization
		- Insight Training
		- Wellness
		- Job Skills
12:00 -	1:00 -	Lunch
1:00 -	1:45 -	Medication Education
2:00 -	2:45 -	Recreation
		- Recreation Club
		- Crafts
		- Music Appreciation
		- Sports
3:00 -	4:30 -	Recreation
		- Creative dance
		- Journal writing
		- Exercise
		- Art Therapy
		- Physical fitness
4:30 -	5:00 -	Medication Education
5:00 -	6:00 -	Dinner
6:00 -	7:00 -	Life Skills training/Relaxation
		- Vocational Preparation Training
7:00 -	9:00 -	Recreation
		- WRAP
		- Videos
		- Table Games
		- Open Recreation Room
		- Poker Night

### **AFTERCARE SERVICES**

Aftercare services are designed for a client being discharged from the PHF for the purposes of being integrated into the community, to live as independently as possible.

Prior to or at the time of discharge, each person served will be evaluated concerning the persons individual needs for aftercare services and noted in the medical record.

The aftercare services may include, but not be limited to the following:

- Arranging for out-of-home placement if necessary.
- Arranging for medication linkages to community clinics and pharmacy services and supervision if indicated.
- Obtaining community social, vocational, and educational services.
- Linkage to wellness and recovery services provided for the community.

Aftercare services may be provided by PHF staff or a contractor through agreement as needed, and as directed by the PHF Clinical Director. Aftercare plans shall be provided to all clients discharged from the PHF, the responsible party or designated support system and the county designee. The aftercare plan shall meet all of the Title 22 regulations and the standards set forth by CARF.

## **DOCUMENTATION**

Our documentation will include in each client's record: all intake information; pre-admission assessment; other assessments; history and physical; laboratory work; legal authorizations for admissions; consultation reports; treatment plans; physician's orders; nursing assessment and progress notes; physician's progress notes; social service evaluation and progress notes; and other documents as required by Title XXII and Title XVIII.

Our charting requirements include a physician progress note at least once every 24 hours, and a nursing progress note at least once a shift. We will conduct and document observation of clients in seclusion and/or restraints as required by California state law and CARF standards. Provider must document all dispensation of medications, known medications, the client was taking prior to admission, and unusual responses to medications.

## **ADMISSION CRITERIA**

The counties contracting with the PHF for a recovery-based acute psychiatric services program shall authorize all referrals and subsequent admissions. They shall make an initial contract with the admission coordinator which shall stipulate:

- a. Estimated length of stay
- b. Level of symptoms, needs
- c. Expected behavioral outcome

The purpose of the screening process is to provide clients and their representatives a thorough eligibility screening process in the most expedient manner. If necessary, the clients are referred to more appropriate programs if Crestwood Behavioral Health, Inc. is not able to provide the level of care needed.

## **PROCEDURE:**

1. The admission coordinator (or facility designee) shall obtain copies of all pertinent information (social history, discharge summary, current physical examination, laboratory reports, chest x-ray, and billing information) in advance of the admission.
2. The admissions coordinator determines suitability for admission. Using the facilities criteria for admission and considering the best interests of the client. The center retains the right to determine if the client can be effectively treated at this center, and to deny or accept referrals based on this determination

3. Clients who could be served at a lower level of care shall not be admitted to this program. Referrals with a history of violence or predatory behavior shall receive increased screening to assure that we maintain a safe and secure environment for all clients.
4. The admissions coordinator is to consider the specific needs of the clients and the outcome expected by the referring county.
5. Clients admitted shall have an admission agreement signed by the client or legal representative describing the services to be provided and the expectations and rights of the client regarding program rules, client empowerment and involvement in the program, and fees.
6. Clients shall be admitted to this center only upon the written referral of and remain under the care of a psychiatrist licensed to practice in the State of California.
7. Clients shall not be denied admission by reason of race, color, religion, ethnic background, sex, age, or physical disability. Clients are assigned rooms within the facility without regard to race, color, religion, ethnic background, or disability, however preference and compatibility with be taken into account.
8. When making decisions on admissions, the Admissions Coordinator shall take the following into consideration.

#### ADMISSION CRITERIA

- Current diagnosis.
- The client must exhibit behavioral symptoms, which prohibits them from being admitted to a lower level of care.
- The client must exhibit a need for stabilization and rehabilitation potential with evidence of responsiveness to behavioral interventions.

#### EXCLUSIONARY CRITERIA

1. Persons served with a primary diagnosis of an eating disorder.
2. Persons served with a primary diagnosis of chemical dependency, chemical intoxication, or chemical withdrawal.
3. Persons served requiring medical interventions beyond the level appropriate to a PHF including detoxification from substance abuse or substance induced delirium.
4. Persons served with conditions requiring skilled or intensive nursing care or treatment that the facility cannot provide.
5. Inability to exit the building independently.

The Admission Coordinator shall obtain copies of all pertinent information (current physical examination, laboratory reports, chest x-ray and billing information) in advance of the admission. The PHF retains the right to determine if the client will benefit from the program, if the client can be effectively treated at this facility and to deny or accept referrals based on this determination. The Clinical Director and the Nursing Services Supervisor shall assess all referrals to establish that they meet the criteria for the facility. If a client develops a communicable disease, this shall be reported to the County Health Officer and his recommendation followed.

Tuberculosis screening procedures shall be determined by the attending physician. A tuberculosis screening procedure may not be required if there is satisfactory written evidence available that tuberculosis screening procedure had been completed within 24-hours of admission.

The client's health records from admission to discharge are maintained and preserved according to State and Federal Regulations and in accordance with the Standards of

Professional Practice of the American Medical Record Association. An inventory of all personal effects, valuables, and monies, retained in the custody of the facility shall be made at the time of admission and a record maintained in the medical record.

## **COMPREHENSIVE ASSESSMENT**

### **I. PURPOSES:**

- A. To assess the immediate needs of the newly admitted patient.
- B. To provide data to be used in developing an appropriate treatment plan.
- C. To comply with California Administrative Code, Title 22 § 77065©.

### **II. DEFINITION:**

- A. An Integrated Assessment form is used to collect clinical information about the patient upon admission and is divided into 5 sections by discipline. The Integrated Assessment form includes the nursing assessment, psychiatrist assessment, social worker assessment, therapeutic recreation assessment, and a history and physical by a physician or nurse practitioner.

### **III. POLICY STATEMENT:**

- A. It is the policy of the psychiatric unit that the assessment and reassessment of the patient receiving treatment for mental behavioral disorders will include at least the following:
  - 1. A history of mental, emotional, behavioral and substance use problems, their co-occurrence and treatment.
  - 2. Current mental, emotional, and behavioral functioning, including a mental status examination.
  - 3. Maladaptive or problem behaviors.
  - 4. And a psychosocial assessment.

### **IV. PROCEDURE:**

- A. An initial nursing assessment is completed as part of the Integrated Assessment for every patient receiving nursing care. The initial nursing assessment is started within 2 hours and should be completed within 24 hours of admission. Information may be collected from any source available, family member, old chart, or outpatient case managers. Nursing staff will continue to collect information until the assessment is complete.
- B. A psychiatric evaluation is initiated within 24 hours of admission by a licensed psychiatrist. A working diagnosis, mental status examination and medical necessity review for admission are completed within the first 24 hours. Additional information is collected with each subsequent interview and therapy session until the psychiatric evaluation is complete.
- C. A complete history and physical must be completed immediately before admission or within 24 hours after admission unless a history and physical examination has been completed within the previous 30 days and is determined by the attending physician to be current. The history includes a review of the presenting illness, past medical history, social history, personal history, and

review of systems. The physical includes a neurological and physical exam. The Assessment, diagnosis recommendations and orders complete the history and physical process.

- D. A Primary Assessment is completed within 24 hours of admission by the Service Coordinator. The Primary assessment includes the patients' social, personal, childhood, vocational, trauma and military history as well as the family living situations and spiritual support systems. The service coordinator assists with financial, legal and discharge needs.
- E. Psychological assessments are performed by licensed psychologist, LCSW, LMFT or psychological intern at the order of the psychiatrist. A variety of personal, social, or functional tests are available upon request.
- F. Reassessment with emphasis on changing mental status dangerous behaviors and physiological changes are conducted every 12 hours by psychiatric nursing staff. Additional complete reassessments are conducted by all other disciplines as required by the patients' condition.

#### **V. SPECIAL CONSIDERATIONS:**

- A. When patients are unable or unwilling to participated in the initial assessment process, gather any historical information available, begin the Treatment Plan, write the admission nursing note, indicated the patient's inability/unwillingness to participated, and notify the patient that the assessment will be done at a later time.

#### **VI. EDUCATION:**

- A. Patient/Family: Patients and family are encouraged to participate in the treatment planning process and provide as much information as possible to assist with discharge planning.

B. Staff:

1. The nurse and floor staff will be oriented to this process during unit orientation.
2. Floor staff will be oriented to data collection methods during unit orientation.

#### **DISCHARGE CRITERIA**

The discharge criteria are based on the needs and goals of the client. The criteria are intended to be used as guidelines to assist in preparing for and identifying the goals for each client's discharge.

- Medication and treatment compliant.
- Meets goals set in recovery service plans.
- Is adequately stable in targeted behaviors to re-enter the community.
- Participates in individual recovery program.
- Lack of self-harm or harm to others.
- Exhibits insight regarding their recovery process.

**Discharge Planning**

Discharge starts at the time of admission with the shortest stay possible to reduce the crisis and return the client to former levels of functioning. Client resources, goals, and support are all part of the assessment. The written discharge summary shall reflect the client's progress and efforts made toward achieving their personal goals, and the goals and objectives set toward transitioning to independent living in the community. The discharge summary shall include an overview of the service plans, with specific interventions that were most effective. The Wellness Recovery Action Plan (WRAP) shall be included in the client gives permission. The referrals to community-based agencies shall be included with the specificity required to maintain continuity of care.

# *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 13<sup>th</sup> day of June 2023 an order was duly made and entered as follows:

*HHS-Behavioral  
Health – Crestwood  
Behavioral Health  
Amendment 2*

Moved by Supervisor Kingsley and seconded by Scott Marcellin to approve Amendment No. 2 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA increasing the contract to an amount not to exceed \$406,000, and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13<sup>th</sup>  
Day of June, 2023



NATHAN GREENBERG  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

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

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: June 26, 2023





# 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

June 13, 2023

Reference ID:  
2023-3787

### Amendment No. 2 Crestwood Behavioral Health, Inc. Residential Treatment Services Health & Human Services - Behavioral Health ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Approve Amendment No. 02 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA increasing the contract to an amount not to exceed \$406,000, and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Your board approved a contract in the amount of \$60,000 with Crestwood Behavioral Health, Inc. for the provision of residential treatment services for FY 2022-2023 on June 7, 2022. The Department brought contract amendment No. 1 before your board on November 8, 2022, requesting your Board amend the Community Mental Health Budget by increasing revenue in Operating Transfer In from Mental Health Realignment by \$143,000 and increasing the appropriation in Support and Care by the same amount to cover costs related to an additional person being admitted to the facility. Amendment Number 2 amends the existing Agreement to extend the term to June 30, 2024, and increases the contract amount by \$206,000, bringing the total amount of the contract for the period of July 1, 2023 to June 30, 2024 to \$406,000, which allows the department to maintain the placement of clients at the residential facility and also recognizes the increase to fees (See attachment B).

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund (100% Mental Health Realignment Funds).	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5508
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

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

Your Board could choose not to approve this contract amendment. This would jeopardize the placement of the conservatees.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Courts

**ATTACHMENTS:**

1. Crestwood Contract Amendment No. 2

**APPROVALS:**

Lucy Vincent	Created/Initiated - 5/8/2023
Darcy Ellis	Approved - 5/9/2023
Lucy Vincent	Approved - 5/9/2023
Kimball Pier	Approved - 5/16/2023
Marilyn Mann	Approved - 6/1/2023
Melissa Best-Baker	Approved - 6/5/2023
John Vallejo	Approved - 6/5/2023
Amy Shepherd	Approved - 6/5/2023
Marilyn Mann	Final Approval - 6/5/2023

**AMENDMENT NUMBER 2 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Crestwood Behavioral Health, Inc. (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Residential Treatment Services dated June 23, 2022, on County of Inyo Standard Contract No. 157, for the term from July 1, 2022 to June 30, 2023.

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:

Paragraph 2 (Term) shall be amended to extend the term of the Agreement until June 30, 2024.

Paragraph 3(D) (Limit upon amount payable under Agreement) shall be amended to increase the not to exceed amount to Four Hundred and Six Thousand Dollars (\$406,000).

Attachment B (Schedule of Fees) shall be deleted in its entirety and replaced with a new Schedule of Fees, which is attached hereto.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER 2 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
13th DAY OF June, 2023

**COUNTY OF INYO**

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

Dated: 06/13/2023

**CONTRACTOR**

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

Signature

Elena Mashkevich, Executive Director of Contracts  
Type or Print

Dated: 05/08/2023

APPROVED AS TO FORM AND LEGALITY:

Grace Churchla  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K Oney  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg  
County Risk Manager

<u>SNF/STP - IMD Designation</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
<b>Crestwood Wellness and Recovery Ctr</b> Redding IMD – 1122 NPI - 1194743088	<b>\$256.00</b>	\$29.00 \$54.00 \$70.00 \$135.00 Negotiated

<u>SNF/STP</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
<b>Crestwood Manor</b> Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$41.00 \$43.00 \$69.00 \$100.00 \$134.00 Negotiated

<b>Crestwood Manor</b> Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$47.00 \$69.00 \$100.00 \$134.00 Negotiated
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<b>Crestwood Manor - Fremont</b> Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$37.00 \$69.00 \$110.00 \$159.00 Negotiated
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<u>SNF</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
<b>Crestwood Treatment Center</b> Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$159.00 Negotiated

\* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

**Mental Health Rehabilitation Centers**

**Room and Board/Per Diem\***

<b>Crestwood Center</b>	Level 1	\$403.00
Sacramento MHRC - 1106	Level 2	\$366.00
NPI - 1356411656	Level 3	\$332.00
<b>Crestwood Behavioral Health Ctr</b>	Level 1	\$439.00
San Jose MHRC - 1107	Level 2	\$352.00
NPI - 1376623256	Level 3	\$343.00
<b>Crestwood Behavioral Health Ctr</b>	Level 1	\$346.00
Eureka MHRC - 1110		
NPI - 1124046008		
<b>Crestwood Behavioral Health Ctr</b>	Level (1:1)	\$745.00
Bakersfield MHRC - 1115	Level 1	\$403.00
NPI - 1275610800	Level 2	\$366.00
	Level 3	\$330.00
<b>Crestwood C.E.N.T.E.R.</b>	Level 1	\$393.00
Angwin MHRC - 1116	Level 2	\$313.00
NPI - 1316024953	Level 3	\$261.00
<b>Kingsburg Healing Center</b>	Level 1	\$511.00
Kingsburg MHRC - 1140	Level 2	\$452.00
NPI - 1073989661	Level 3	\$388.00
<b>Crestwood Recovery and Rehab</b>	Level 1	\$405.00
Vallejo MHRC - 1141	Level 2	\$344.00
NPI - 1508935834	Level 3	\$304.00
	Level 4	\$290.00
<b>Crestwood San Diego</b>	Level 1	\$504.00
San Diego MHRC - 1154	Level 2	\$432.00
NPI - 1295146934	Level 3	\$360.00

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
- Bedhold - same as last inhouse level/rate.

**Mental Health Rehabilitation Centers****Room and Board/Per Diem\***

<b>Crestwood Chula Vista</b>	Level 1	\$504.00
Chula Vista MHRC - 1164	Level 2	\$432.00
NPI - 1023495181	Level 3	\$360.00
<b>San Francisco Healing Center</b>	Level 1	\$537.00
San Francisco MHRC - 1166		
NPI - 1447758024		
<b>Fallbrook Healing Center</b>	Level 1	\$504.00
Fallbrook Healing - 1167	Level 2	\$432.00
NPI - 1639738297	Level 3	\$360.00
<b>Champion Healing Center</b>	Level 1	\$560.00
Lompoc Healing Center - 1170	Level 2	\$474.00
NPI - 31487282273	Level 3	\$393.00

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
- Bedhold - same as last inhouse level/rate.

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem*</u>	<u>Room and Board/Per Diem for indigent client</u>
<b>Crestwood Psychiatric Health Facility</b> American River PHF - 1153 NPI - 1972827343	\$997.00	\$1,097.00
<b>Crestwood Psychiatric Health Facility</b> Sacramento PHF - 1156 NPI - 1669734075	\$997.00	\$1,097.00
<b>Crestwood Psychiatric Health Facility</b> San Jose PHF - 1157 NPI - 1598065047	\$1,164.00	\$1,264.00
<b>Crestwood Psychiatric Health Facility</b> Bakersfield PHF - 1158 NPI - 1194034645	\$1,044.00	\$1,144.00
<b>Crestwood Solano PHF Psych Health Facility</b> Solano PHF - 1159 NPI - 1780009142	\$1,074.00	\$1,174.00
<b>Crestwood Sonoma PHF Psych Health Facility</b> Sonoma PHF - 1175 NPI - 1043848831	\$1,092.00	\$1,192.00

\* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.



<b><u>Adult Residential Facilities/Social Rehabilitation Facilities*</u></b>	<b><u>County Supplemental Rate</u></b>
<b>Pathways</b> Eureka Pathways RTF - 1125 NPI - 1811374564	\$229.00
<b>Our House</b> Solano Our House ARF - 1136 NPI - 1750452199	\$173.00
<b>Bridge Program - Bakersfield</b> Bakersfield Bridge TRTP - 1137 NPI - 1265501597	\$241.00
<b>American River Residential Services</b> American River ARF - 1139 NPI - 1104905645	\$173.00
<b>Bridge Program - Pleasant Hill</b> Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	\$162.00
<b>The Pathway</b> Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	\$226.00
<b>Bridge Program Fresno</b> Fresno Bridge RTF - 1145 NPI - 1093892663	\$228.00
<b>Crestwood Hope Center</b> Vallejo RCFE - 1152 NPI - 1962702324	\$173.00
<b>Hummingbird Healing House</b> San Diego - 1168 NPI - 1992206734	\$189.00

\* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

**Social Rehabilitation Facility**

**Room and Board/Per Diem\***

**Freise Hope House**  
Bakersfield - 1132  
NPI # 1124479845

\$483.00

- \* The rate above includes room and board, program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.
- Bedhold - same as last inhouse level/rate.

*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 8<sup>th</sup> day of November 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Budget Amendment/  
Crestwood  
Agreement  
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to: A) Amend the Fiscal Year 2022-2023 Community Mental Health Budget (045200) as follows: increase revenue in Operating Transfer In (4998) by \$143,000 and increase appropriation in Support and Care-1099 (5508) by \$143,000 (4/5ths vote required); B) Amend the Fiscal Year 2022-2023 Local Health & Welfare-Mental Health Realignment (500463) as follows: increase appropriation in Operating Transfers Out (5801) by \$143,000 (4/5ths vote required); and C) Approve Amendment No. 1 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract by \$143,000 to an amount not to exceed \$203,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0, with Supervisor Totheroh absent.

WITNESS my hand and the seal of said Board this 8<sup>th</sup>  
Day of November, 2022



NATHAN GREENBERG  
Clerk of the Board of Supervisors

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

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: November 15, 2022

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH INC. INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Crestwood Behavioral Health, Inc. of California  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated July 1, 2022 on County of Inyo Standard  
Contract No. 157 mo. for the term from July 1, 2022 to June 30, 2023.

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:

3. Paragraph D. is to read as follows:

The Limit upon amount payable under Agreement. the total sum of all payments made by the County to Contractor for  
services and work performed under this Agreement shall not exceed Two Hundred Three Thousand Dollars and no cents  
(\$203,000) (hereinafter referred to as "contract limit").

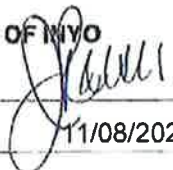
The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
8th DAY OF November, 2022.

COUNTY OF INYO

By: 

Dated: 11/08/2022

CONTRACTOR

By: 

Signature

Elena Mashkevich, Executive Director of County Contracts

Type or Print

Dated: 10/18/22

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

# *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 7<sup>th</sup> day of June 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Crestwood  
Behavioral Health  
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of Residential Treatment services in an amount not to exceed \$60,000.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: June 7, 2022

WITNESS my hand and the seal of said Board this 7<sup>th</sup>  
Day of June, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

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

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

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kimball Pier Ph.D., LMFT, whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty Thousand Dollars and no cents (\$ 60,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### 4. **WORK SCHEDULE.**

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

#### 5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

#### 6. **OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**



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

**7. COUNTY PROPERTY.**

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

**8. INSURANCE.**

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

**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.**

A. Contractor shall hold harmless, defend, and indemnify the County, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of work described herein, caused in whole or in part by any alleged or proven negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except to the proportionate extent that such loss or damage was caused by the sole negligence or willful misconduct of the County.

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations

contained in the agreement except for the proportionate percentage that liability, loss, damage, expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

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

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

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

#### **13. PATIENTS RIGHTS.**

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

#### **14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo  
HHS – Behavioral Health \_\_\_\_\_ Department  
1360 North Main Street, Suite 124 \_\_\_\_\_ Street  
Bishop, CA 93514 \_\_\_\_\_ City and State

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

**25. ENTIRE AGREEMENT.**

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

////

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
23rd DAY OF June, 2022

**COUNTY OF INYO**

By:   
Signature

Dan Totheroh  
Type or Print Name

Dated: 06/23/2022

**CONTRACTOR**

By:   
Signature

Executive Director of Contracts  
Type or Print Name

Dated: 5/3/2022


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

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2023

**SCOPE OF WORK:**

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

Additionally, Crestwood shall provide Inpatient Mental Health Rehabilitation Services as described on the attached document "Mental Health Rehabilitation Center Program Description."

## **Mental Health Rehabilitation Center (MHRC) Program Description**

### **Mission**

Crestwood Behavioral Health, Inc. is providing sub-acute psychiatric inpatient treatment in a secure setting for severely mentally ill individuals who also have co-occurring substance use disorders 18 years old and older, who are within the following target populations:

- Adults diagnosed as having a disabling psychiatric disorder such as schizophrenia or affective disorders and who require treatment in a 24-hour locked residential setting
- Lanterman-Petris-Short Act (LPS) Conservatorship
- Murphy Conservatorship
- Post Certification/ 180 Day Hold
- Misdemeanants Incompetent to Stand Trial (MIST)

These individuals with severe mental disorders would otherwise be placed in a more acute facilities such as the State or local Psychiatric Hospital.

The program is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), with the environmental focused milieu recognized by both CARF and Substance Abuse and Mental Health Services Administration (SAMHSA).

The mission of this program is to restore a sense of hope, empowerment, community/natural support inclusion, and realized potential in each client, as well as psychiatric stabilization during the crisis.

### **Services**

Program staff are screening, admitting, assessing, and treating clients utilizing recovery-oriented services requiring sub-acute psychiatric services. Our services support each client to recover with an enhanced sense of resilience, accessing a wide range of wellness tools, peer, staff and natural supports. These services are instrumental in supporting each individual's transition to the most independent level of services including peer support, wellness and recovery programs, housing and natural supports.

There are three or four levels of service with varying costs per day per client. MHRC Levels 1-4 offers increasingly enhanced services for clients at higher acuity levels, with Level 1 being the highest and 4 being the lower.

Level 1 – 1:1 supervision. Clients who display frequent severe behavioral problems, physically assaultive behavior and require one-to-one supervision to maintain their safety. These individuals are the most unstable, require medication observation and unable to do self-care.

Level 2 - clients, who are subacute with behaviors that may require some additional supervision and have high level of behavioral interventions.

Level 3 - clients, who will be significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.

Level 4- clients with greater stabilization, who are low-level of need, require fewer but regular behavior intervention, psychoeducation, and community living skills development for a successful transition to independence. Usually, it's the clients who have been stabilized and looking for appropriate placement.

The professional staff, paraprofessionals including peer providers, and the system of services provided at the MHRC are a vital point of access for many clients. Crestwood's staff are providing hope, choice, empowerment, and a restored belief in the self, that people will recover and that the future hospitalization will be reduced.

### **Target Population**

The description of the population group to be served includes the following:

- age range -18 years old and older
- gender- male and female
- ethnicity - all threshold populations and all referred clients

- degree or level of impairment - mild to severe impairment
- diagnosis as listed in the most current edition of the diagnostic and statistical manual of mental disorders
- expected needs of the population: behavioral challenges, social skills deficits, nursing complexity, social skills deficits

**Program Features:**

- 24-hour nursing supervision and care.
- 24-hour psychiatric and mental health consultation.
- Staff trained in treatment of significant and long-term mental health issues
- Individual therapy with a licensed clinician.
- Integrated treatment planning process.
- Dialectical Behavior Therapy (DBT) - individual and team approach.
- Wellness Recovery Action Plan (WRAP)
- Psycho-educational groups, individual counseling and support.
- Independent Living skills training.
- Dual recovery training and support
- Motivational strategies to engage and continue engagement for this population.
- Care and education for medical complexities not requiring skilled nursing.
- Linkage to community supports.
- Individualized recovery plans to achieve personal goals.
- Wellness and fitness support.
- Nutritional education, counseling and support.
- Yoga, meditation and support for a spirituality path.
- Peer support.
- Dreamcatchers Empowerment Network vocational services as needed.
- Meditation groups.
- Family support.
- Discharge and transition planning to create and support movement as possible.

**Program Goals**

1. Clients shall demonstrate improved functional behavior, as measured by movement through the facility levels of (1) assessment and evaluation, (2) recovery engagement and (3) community reintegration phase.
2. Clients shall have sustainable medication levels reflecting Evidenced-Based Practice Guidelines, as measured through medication administration records.
3. The program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: Individualized Counseling; AA/12 step groups. educational sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; voc/rehab groups; personal motivation groups; pharmacology groups; and anger management.
4. Contractor shall be successful in preventing direct placements of its clients in acute psychiatric hospitals, state hospitals or other locked long-term care facilities.

**Clinical Program Description - Major Component**

1. Basic needs rehabilitation is an integrated approach to the treatment of clients who have a serious and persistent mental illness with the following goals:
  - Stabilization from acute psychiatric symptoms
  - Resolution or reduction of psychiatric symptoms or problems
  - Treatment and stabilization of medication



- Improvement in function: physical, emotional, social, family, interpersonal and spiritual development of recidivism prevention skills
- Early intervention in the process of relapse of the psychiatric disorder
- 2. Vocational rehabilitation program with the following goals:
  - Achievement of fundamental scholastic skills with assessment and testing by qualified professional staff
  - Training of vocational skills
  - Improvement in functioning: social, interpersonal, financial, occupational and academic
  - Improve cognitive, behavioral, interpersonal coping skills
  - Positive lifestyle change
  - Integration back into the community
- 3. Dual Diagnosis rehabilitation is an integrated approach to treatment of clients who have a psychiatric disorder and a comorbid substance use disorder with the following goals:
  - Achievement and maintenance of abstinence from alcohol and/or other drugs of abuse
  - Development of relapse prevention skills
  - Early intervention in the process of relapse to either the substance use or psychiatric disorder
  - Helping the client to identify, prioritize and work on problems and recovery issues he/she identifies as important
  - Monitoring addiction recovery issues
  - Helping client develop specific recovery skills
  - Developing relapse prevention strategies

### **Assessment Process**

The following assessments are completed within the designated time frames.

#### **24 hr. Admission**

- Nursing Health Assessment
- Initial admission screening
- Primary Assessment initiated
- Recovery Service plans initiated
- Inventory of belongings
- Records include program orientation, inventory of behavior and client rights
- Sexual risk assessment

#### **7 Days**

- Primary Assessment

#### **10 Days**

- Behavioral Assessment
- Psychiatric Evaluation- Basis 32
- Reinforcement Assessment
- Dietary Assessment
- Brief Psychiatric Rating Scale
- Vocational Assessment
- Psycho-Social Assessment
- Recreation Assessment
- Group Referral Assessment
- Self-Appraisal
- Transitional Appraisal
- Level Assessment

#### **14 Days**

- Interdisciplinary Team (IDT) Summary

### 30 Days

- Psychological Evaluation
- Psychiatrist Evaluation
- History and Physical

### **Admission Process**

1. Admissions will only be accepted with authorization from the County.
2. Crestwood is providing services with the expectation that clients have co-occurring substance use issues and disorders that require integrated attention to achieve successful outcomes.
3. Approval or Denial of Acceptance of all LPS, Murphy, MIST, and 180 Day Hold referrals is determined by Crestwood within 24-48 hours. Referrals shall include the most recent psychiatric evaluation, Interdisciplinary Team (IDT) plan, Plan of Care, medication list, intake assessment, current health and physical note within the past year for LPS, Medical/Mental Health Information Transfer Summary to include known medical/mental health problems and current medications for MIST and 180- Holds, and Purified protein derivative (the PPD skin test for tuberculosis) whenever possible. Denials must include justification for basis of decision.

### **Discharge Process**

Prior to any client discharge, Crestwood is notifying County designee to ensure coordination and transfer of care to appropriate community outpatient team.

Crestwood's treatment program is developed with brief lengths of stay, anticipated for most clients. All clients are expected to demonstrate increased self-control and autonomy in preparation for discharge to less restrictive placements within the community.

Crestwood is providing a restoration program to include restoration services specific to the needs of MIST clients.

**ATTACHMENT B**

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

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2023

**SCHEDULE OF FEES:**

**See attached schedule of fees for treatment sites and programs. Refer to Stockton facility fees for current services. Fee is for the Special Treatment Program patch rate of \$67.00 per day.**

**The schedule of fees for inpatient mental health rehabilitation services at Bakersfield MHRC is as follows:**

**Level 1:1 - \$720 per day  
MIST - \$450 per day  
Level 1 - \$389 per day  
Level 2 - \$354 per day  
Level 3 - \$319 per day**

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
<b>Crestwood Wellness and Recovery Ctr</b> Redding IMD – 1122 NPI - 1194743088	<b>243.40</b>	28.00 51.00 67.00 129.00 Negotiated
<u><b>SNF/STP</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Patch/Enhancement</b></u>
<b>Crestwood Manor</b> Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 40.00 42.00 67.00 97.00 129.00 Negotiated
<b>Crestwood Manor</b> Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 45.00 67.00 97.00 129.00 Negotiated
<b>Crestwood Manor - Fremont</b> Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 36.00 67.00 106.00 154.00 Negotiated
<u><b>SNF</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Patch/Enhancement</b></u>
<b>Crestwood Treatment Center</b> Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	154.00 Negotiated

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Mental Health Rehabilitation Centers**

<b>Crestwood Center</b>	Level 1	389.00	
Sacramento MHRC - 1106	Level 2	354.00	
NPI - 1356411656	Level 3	321.00	
<b>Crestwood Behavioral Health Ctr</b>	Level 1	424.00	
San Jose MHRC - 1107	Level 2	340.00	
NPI - 1376623256	Level 3	331.00	
<b>Crestwood Behavioral Health Ctr</b>		334.00	
Eureka MHRC - 1110			
NPI - 1124046008			
<b>Crestwood Behavioral Health Ctr</b>	Level (1:1)	720.00	
Bakersfield MHRC - 1115	MIST	450.00	
NPI - 1275610800	Level 1	389.00	
	Level 2	354.00	
	Level 3	319.00	
<b>Crestwood C.E.N.T.E.R.</b>	Level 1	380.00	
Angwin MHRC - 1116	Level 2	302.00	
NPI - 1316024953	Level 3	249.00	
<b>Kingsburg Healing Center</b>	Level 1	494.00	
Kingsburg MHRC - 1140	Level 2	437.00	
NPI - 1073989661	Level 3	375.00	
	Bedhold		Current Rate minus Raw Food Cost**
<b>Crestwood Recovery and Rehab</b>	Level 1	391.00	
Vallejo MHRC - 1141	Level 2	332.00	
NPI - 1508935834	Level 3	294.00	
	Level 4	276.00	
<b>Crestwood San Diego</b>	Level 1	469.00	
San Diego MHRC - 1154	Level 2	402.00	
NPI - 1295146934	Level 3	334.00	
	Bedhold		Current Rate minus Raw Food Cost**

**CRESTWOOD BEHAVIORAL HEALTH, INC.****7/1/2022**

<b>Crestwood Chula Vista</b>	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
<b>San Francisco Healing Center</b>		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
<b>Fallbrook Healing Center</b>	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
<b>Champion Healing Center</b>	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

\*\* Bed hold rate raw food reduction is \$8.73 for FY 21/22

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u><i>Psychiatric Health Facilities</i></u>	<u><i>Room and Board/Per Diem</i></u>	<u><i>Room and Board/Per Diem for indigent client</i></u>
<b>Crestwood Psychiatric Health Facility</b> American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
<b>Crestwood Psychiatric Health Facility</b> Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
<b>Crestwood Psychiatric Health Facility</b> San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
<b>Crestwood Psychiatric Health Facility</b> Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
<b>Crestwood Solano PHF Psych Health Facility</b> Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
<b>Crestwood Sonoma PHF Psych Health Facility</b> Sonoma PHF - 1175 NPI - 1043848831	1,040.00	1,190.00

<b><u>Adult Residential Facilities/Social Rehabilitation Center</u></b>	<b><u>Patch/Enhancement Per Day</u></b>
<b>Pathways</b> Eureka Pathways RTF - 1125 NPI - 1811374564	218.00
<b>Our House</b> Solano Our House ARF - 1136 NPI - 1750452199	165.00
<b>Bridge Program - Bakersfield</b> Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00
<b>American River Residential Services</b> American River ARF - 1139 NPI - 1104905645	165.00
<b>Bridge Program - Pleasant Hill</b> Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00
<b>The Pathway</b> Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00
<b>Bridge Program Fresno</b> Fresno Bridge RTF - 1145 NPI - 1093892663	230.00
<b>Crestwood Hope Center</b> Vallejo RCFE - 1152 NPI - 1962702324	165.00
<b>Hummingbird Healing House</b> San Diego - 1168 NPI - 1992206734	182.00



**ATTACHMENT C**

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

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: 2022 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:

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 separate 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. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
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. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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:

## **Attachment C: 2022 Insurance Requirements for Professional Services**

**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 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 \$25,000 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.

## **Attachment C: 2022 Insurance Requirements for Professional Services**

**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 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-



### **NEGOTIATED RATE AGREEMENT**

(to be completed for rates negotiated outside the specifications of a county contract)

Facility Name: Crestwood PHF Date: 3/29/24  
Resident/Consumer Name: [REDACTED] MRN: [REDACTED]  
SSN: [REDACTED] Date of Birth: [REDACTED]  
County: Inyo  
Effective Date: 3/14/2024  
Daily Rate/Supplemental-Patch Rate (circle one): \$1484<sup>00</sup>

Name Facility Representative (please print): Sukhdeep Kaur  
Title (please print): Campus Administrator

Signature Facility Representative: [Signature] Date: 3/29/2024

I hereby certify that I (County Representative) have the authority to approve the individually negotiated rate and payment thereof for the beneficiary indicated within this Agreement. This Agreement shall not constitute a novation, extinguishment or satisfaction of the obligations existing under the agreement. With the exception of the above stated rate, all the provisions of the original Agreement shall remain in full force and effect. Please sign below as an acknowledgement of the terms indicated above.

Name County Representative (please print): Anna Scott

Title (please print): Inyo County HHS Director/Interim Mental Health Director

Signature County Representative: [Signature] Date: 4/1/24

Send approved copies to Corporate AR Department and upload to resident record in financial billing system.

Original: 3/08  
Revised: 3/23



## **NEGOTIATED RATE AGREEMENT**

(to be completed for rates negotiated outside the specifications of a county contract)

Facility Name: Crestwood PHF Date: 3/28/2024  
Resident/Consumer Name: [REDACTED] MRN: [REDACTED]  
SSN: [REDACTED] Date of Birth: [REDACTED]  
County: Inyo  
Effective Date: 3/16/2024  
Daily Rate/Supplemental-Patch Rate (circle one): \$ 1484.00

Name Facility Representative (please print): Sukhdeep Kaur  
Title (please print): Campus Administrator  
Signature Facility Representative: [Signature] Date: 3/29/24

I hereby certify that I (County Representative) have the authority to approve the individually negotiated rate and payment thereof for the beneficiary indicated within this Agreement. This Agreement shall not constitute a novation, extinguishment or satisfaction of the obligations existing under the agreement. With the exception of the above stated rate, all the provisions of the original Agreement shall remain in full force and effect. Please sign below as an acknowledgement of the terms indicated above.

Name County Representative (please print): Anna Scott  
Title (please print): Inyo County HHS Director/Interim Mental Health Director  
Signature County Representative: [Signature] Date: 4/1/24






# Crestwood Amendment #3

Final Audit Report

2024-06-17

Created:	2024-06-17
By:	Gina Ellis (gellis@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtzNeWSBOd2YiLrKNGkiDFW__BZNURKfX

## "Crestwood Amendment #3" History

-  Document created by Gina Ellis (gellis@inyocounty.us)  
2024-06-17 - 8:23:30 PM GMT
-  Document emailed to Aaron Holmberg (aholmberg@inyocounty.us) for signature  
2024-06-17 - 8:24:03 PM GMT
-  Email viewed by Aaron Holmberg (aholmberg@inyocounty.us)  
2024-06-17 - 8:39:48 PM GMT
-  Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)  
Signature Date: 2024-06-17 - 8:40:18 PM GMT - Time Source: server
-  Agreement completed.  
2024-06-17 - 8:40:18 PM GMT



# *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 13<sup>th</sup> day of June 2023 an order was duly made and entered as follows:

*HHS-Behavioral  
Health – Crestwood  
Behavioral Health  
Amendment 2*

Moved by Supervisor Kingsley and seconded by Scott Marcellin to approve Amendment No. 2 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA increasing the contract to an amount not to exceed \$406,000, and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13<sup>th</sup>  
Day of June, 2023



NATHAN GREENBERG  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

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

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: June 26, 2023



**AMENDMENT NUMBER 2 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Crestwood Behavioral Health, Inc. (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Residential Treatment Services dated June 23, 2022, on County of Inyo Standard Contract No. 157, for the term from July 1, 2022 to June 30, 2023.

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:

Paragraph 2 (Term) shall be amended to extend the term of the Agreement until June 30, 2024.

Paragraph 3(D) (Limit upon amount payable under Agreement) shall be amended to increase the not to exceed amount to Four Hundred and Six Thousand Dollars (\$406,000).

Attachment B (Schedule of Fees) shall be deleted in its entirety and replaced with a new Schedule of Fees, which is attached hereto.

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER 2 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
13th DAY OF June, 2023

**COUNTY OF INYO**

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

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

06/13/2023

**CONTRACTOR**

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

Signature

Elena Mashkevich, Executive Director of Contracts

Type or Print

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

05/08/2023

APPROVED AS TO FORM AND LEGALITY:

Grace Churchla

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K Oney

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg

County Risk Manager

<u>SNF/STP - IMD Designation</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
<b>Crestwood Wellness and Recovery Ctr</b> Redding IMD – 1122 NPI - 1194743088	<b>\$256.00</b>	\$29.00 \$54.00 \$70.00 \$135.00 Negotiated

<u>SNF/STP</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
<b>Crestwood Manor</b> Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$41.00 \$43.00 \$69.00 \$100.00 \$134.00 Negotiated

<b>Crestwood Manor</b> Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$47.00 \$69.00 \$100.00 \$134.00 Negotiated
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<b>Crestwood Manor - Fremont</b> Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$37.00 \$69.00 \$110.00 \$159.00 Negotiated
--	---	--

<u>SNF</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
<b>Crestwood Treatment Center</b> Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	\$159.00 Negotiated

\* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

**Mental Health Rehabilitation Centers**

**Room and Board/Per Diem\***

<b>Crestwood Center</b>	Level 1	\$403.00
Sacramento MHRC - 1106	Level 2	\$366.00
NPI - 1356411656	Level 3	\$332.00
<b>Crestwood Behavioral Health Ctr</b>	Level 1	\$439.00
San Jose MHRC - 1107	Level 2	\$352.00
NPI - 1376623256	Level 3	\$343.00
<b>Crestwood Behavioral Health Ctr</b>	Level 1	\$346.00
Eureka MHRC - 1110		
NPI - 1124046008		
<b>Crestwood Behavioral Health Ctr</b>	Level (1:1)	\$745.00
Bakersfield MHRC - 1115	Level 1	\$403.00
NPI - 1275610800	Level 2	\$366.00
	Level 3	\$330.00
<b>Crestwood C.E.N.T.E.R.</b>	Level 1	\$393.00
Angwin MHRC - 1116	Level 2	\$313.00
NPI - 1316024953	Level 3	\$261.00
<b>Kingsburg Healing Center</b>	Level 1	\$511.00
Kingsburg MHRC - 1140	Level 2	\$452.00
NPI - 1073989661	Level 3	\$388.00
<b>Crestwood Recovery and Rehab</b>	Level 1	\$405.00
Vallejo MHRC - 1141	Level 2	\$344.00
NPI - 1508935834	Level 3	\$304.00
	Level 4	\$290.00
<b>Crestwood San Diego</b>	Level 1	\$504.00
San Diego MHRC - 1154	Level 2	\$432.00
NPI - 1295146934	Level 3	\$360.00

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
- Bedhold - same as last inhouse level/rate.

**Mental Health Rehabilitation Centers****Room and Board/Per Diem\***

<b>Crestwood Chula Vista</b>	Level 1	\$504.00
Chula Vista MHRC - 1164	Level 2	\$432.00
NPI - 1023495181	Level 3	\$360.00
<b>San Francisco Healing Center</b>	Level 1	\$537.00
San Francisco MHRC - 1166		
NPI - 1447758024		
<b>Fallbrook Healing Center</b>	Level 1	\$504.00
Fallbrook Healing - 1167	Level 2	\$432.00
NPI - 1639738297	Level 3	\$360.00
<b>Champion Healing Center</b>	Level 1	\$560.00
Lompoc Healing Center - 1170	Level 2	\$474.00
NPI - 31487282273	Level 3	\$393.00

- \*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.
- Bedhold - same as last inhouse level/rate.

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem*</u>	<u>Room and Board/Per Diem for indigent client</u>
<b>Crestwood Psychiatric Health Facility</b> American River PHF - 1153 NPI - 1972827343	\$997.00	\$1,097.00
<b>Crestwood Psychiatric Health Facility</b> Sacramento PHF - 1156 NPI - 1669734075	\$997.00	\$1,097.00
<b>Crestwood Psychiatric Health Facility</b> San Jose PHF - 1157 NPI - 1598065047	\$1,164.00	\$1,264.00
<b>Crestwood Psychiatric Health Facility</b> Bakersfield PHF - 1158 NPI - 1194034645	\$1,044.00	\$1,144.00
<b>Crestwood Solano PHF Psych Health Facility</b> Solano PHF - 1159 NPI - 1780009142	\$1,074.00	\$1,174.00
<b>Crestwood Sonoma PHF Psych Health Facility</b> Sonoma PHF - 1175 NPI - 1043848831	\$1,092.00	\$1,192.00

\* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<b><u>Adult Residential Facilities/Social Rehabilitation Facilities*</u></b>	<b><u>County Supplemental Rate</u></b>
<b>Pathways</b> Eureka Pathways RTF - 1125 NPI - 1811374564	\$229.00
<b>Our House</b> Solano Our House ARF - 1136 NPI - 1750452199	\$173.00
<b>Bridge Program - Bakersfield</b> Bakersfield Bridge TRTP - 1137 NPI - 1265501597	\$241.00
<b>American River Residential Services</b> American River ARF - 1139 NPI - 1104905645	\$173.00
<b>Bridge Program - Pleasant Hill</b> Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	\$162.00
<b>The Pathway</b> Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	\$226.00
<b>Bridge Program Fresno</b> Fresno Bridge RTF - 1145 NPI - 1093892663	\$228.00
<b>Crestwood Hope Center</b> Vallejo RCFE - 1152 NPI - 1962702324	\$173.00
<b>Hummingbird Healing House</b> San Diego - 1168 NPI - 1992206734	\$189.00

\* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

**Social Rehabilitation Facility**

**Room and Board/Per Diem\***

**Freise Hope House**  
Bakersfield - 1132  
NPI # 1124479845

\$483.00

- \* The rate above includes room and board, program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.
- Bedhold - same as last inhouse level/rate.



# *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 8<sup>th</sup> day of November 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Budget Amendment/  
Crestwood  
Agreement  
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to: A) Amend the Fiscal Year 2022-2023 Community Mental Health Budget (045200) as follows: increase revenue in Operating Transfer In (4998) by \$143,000 and increase appropriation in Support and Care-1099 (5508) by \$143,000 (*4/5ths vote required*); B) Amend the Fiscal Year 2022-2023 Local Health & Welfare-Mental Health Realignment (500463) as follows: increase appropriation in Operating Transfers Out (5801) by \$143,000 (*4/5ths vote required*); and C) Approve Amendment No. 1 to the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA, increasing the contract by \$143,000 to an amount not to exceed \$203,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0, with Supervisor Totheroh absent.

WITNESS my hand and the seal of said Board this 8<sup>th</sup>  
Day of November, 2022



NATHAN GREENBERG  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Nathan Greenberg", written over a horizontal line.

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

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: November 15, 2022

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH INC. INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Crestwood Behavioral Health, Inc. of California  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated July 1, 2022 on County of Inyo Standard  
Contract No. 157 mo. for the term from July 1, 2022 to June 30, 2023.

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:

3. Paragraph D. is to read as follows:

The Limit upon amount payable under Agreement. the total sum of all payments made by the County to Contractor for  
services and work performed under this Agreement shall not exceed Two Hundred Three Thousand Dollars and no cents  
(\$203,000) (hereinafter referred to as "contract limit").

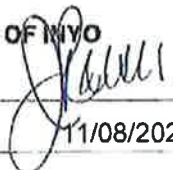
The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
CRESTWOOD BEHAVIORAL HEALTH, INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
8th DAY OF November, 2022.

COUNTY OF INYO

By: 

Dated: 11/08/2022

CONTRACTOR

By:   
Signature

Elena Mashkevich, Executive Director of County Contracts  
Type or Print

Dated: 10/18/22

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

# *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 7<sup>th</sup> day of June 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Crestwood  
Behavioral Health  
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of Residential Treatment services in an amount not to exceed \$60,000.00 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: June 7, 2022

WITNESS my hand and the seal of said Board this 7<sup>th</sup>  
Day of June, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

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

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

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kimball Pier Ph.D., LMFT, whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**2. TERM.**

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Sixty Thousand Dollars and no cents (\$ 60,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### 4. **WORK SCHEDULE.**

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

#### 5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

#### 6. **OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

**8. INSURANCE.**

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

**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.**

A. Contractor shall hold harmless, defend, and indemnify the County, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of work described herein, caused in whole or in part by any alleged or proven negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except to the proportionate extent that such loss or damage was caused by the sole negligence or willful misconduct of the County.

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations

contained in the agreement except for the proportionate percentage that liability, loss, damage, expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

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

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

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

#### **13. PATIENTS RIGHTS.**

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

#### **14. CANCELLATION.**

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



**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

County of Inyo  
HHS – Behavioral Health \_\_\_\_\_ Department  
1360 North Main Street, Suite 124 \_\_\_\_\_ Street  
Bishop, CA 93514 \_\_\_\_\_ City and State

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

**25. ENTIRE AGREEMENT.**

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

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
23rd DAY OF June, 2022

**COUNTY OF INYO**

By:   
Signature

Dan Totheroh  
Type or Print Name

Dated: 06/23/2022

**CONTRACTOR**

By:   
Signature

Executive Director of Contracts  
Type or Print Name

Dated: 5/3/2022


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

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2023

**SCOPE OF WORK:**

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

Additionally, Crestwood shall provide Inpatient Mental Health Rehabilitation Services as described on the attached document "Mental Health Rehabilitation Center Program Description."

## **Mental Health Rehabilitation Center (MHRC) Program Description**

### **Mission**

Crestwood Behavioral Health, Inc. is providing sub-acute psychiatric inpatient treatment in a secure setting for severely mentally ill individuals who also have co-occurring substance use disorders 18 years old and older, who are within the following target populations:

- Adults diagnosed as having a disabling psychiatric disorder such as schizophrenia or affective disorders and who require treatment in a 24-hour locked residential setting
- Lanterman-Petris-Short Act (LPS) Conservatorship
- Murphy Conservatorship
- Post Certification/ 180 Day Hold
- Misdemeanants Incompetent to Stand Trial (MIST)

These individuals with severe mental disorders would otherwise be placed in a more acute facilities such as the State or local Psychiatric Hospital.

The program is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), with the environmental focused milieu recognized by both CARF and Substance Abuse and Mental Health Services Administration (SAMHSA).

The mission of this program is to restore a sense of hope, empowerment, community/natural support inclusion, and realized potential in each client, as well as psychiatric stabilization during the crisis.

### **Services**

Program staff are screening, admitting, assessing, and treating clients utilizing recovery-oriented services requiring sub-acute psychiatric services. Our services support each client to recover with an enhanced sense of resilience, accessing a wide range of wellness tools, peer, staff and natural supports. These services are instrumental in supporting each individual's transition to the most independent level of services including peer support, wellness and recovery programs, housing and natural supports.

There are three or four levels of service with varying costs per day per client. MHRC Levels 1-4 offers increasingly enhanced services for clients at higher acuity levels, with Level 1 being the highest and 4 being the lower.

Level 1 – 1:1 supervision. Clients who display frequent severe behavioral problems, physically assaultive behavior and require one-to-one supervision to maintain their safety. These individuals are the most unstable, require medication observation and unable to do self-care.

Level 2 - clients, who are subacute with behaviors that may require some additional supervision and have high level of behavioral interventions.

Level 3 - clients, who will be significantly impaired, may be more chronic and require routine and frequent interventions, intensive programing and supervision and support.

Level 4- clients with greater stabilization, who are low-level of need, require fewer but regular behavior intervention, psychoeducation, and community living skills development for a successful transition to independence. Usually, it's the clients who have been stabilized and looking for appropriate placement.

The professional staff, paraprofessionals including peer providers, and the system of services provided at the MHRC are a vital point of access for many clients. Crestwood's staff are providing hope, choice, empowerment, and a restored belief in the self, that people will recover and that the future hospitalization will be reduced.

### **Target Population**

The description of the population group to be served includes the following:

- age range -18 years old and older
- gender- male and female
- ethnicity - all threshold populations and all referred clients

- degree or level of impairment - mild to severe impairment
- diagnosis as listed in the most current edition of the diagnostic and statistical manual of mental disorders
- expected needs of the population: behavioral challenges, social skills deficits, nursing complexity, social skills deficits

**Program Features:**

- 24-hour nursing supervision and care.
- 24-hour psychiatric and mental health consultation.
- Staff trained in treatment of significant and long-term mental health issues
- Individual therapy with a licensed clinician.
- Integrated treatment planning process.
- Dialectical Behavior Therapy (DBT) - individual and team approach.
- Wellness Recovery Action Plan (WRAP)
- Psycho-educational groups, individual counseling and support.
- Independent Living skills training.
- Dual recovery training and support
- Motivational strategies to engage and continue engagement for this population.
- Care and education for medical complexities not requiring skilled nursing.
- Linkage to community supports.
- Individualized recovery plans to achieve personal goals.
- Wellness and fitness support.
- Nutritional education, counseling and support.
- Yoga, meditation and support for a spirituality path.
- Peer support.
- Dreamcatchers Empowerment Network vocational services as needed.
- Meditation groups.
- Family support.
- Discharge and transition planning to create and support movement as possible.

**Program Goals**

1. Clients shall demonstrate improved functional behavior, as measured by movement through the facility levels of (1) assessment and evaluation, (2) recovery engagement and (3) community reintegration phase.
2. Clients shall have sustainable medication levels reflecting Evidenced-Based Practice Guidelines, as measured through medication administration records.
3. The program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: Individualized Counseling; AA/12 step groups. educational sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; voc/rehab groups; personal motivation groups; pharmacology groups; and anger management.
4. Contractor shall be successful in preventing direct placements of its clients in acute psychiatric hospitals, state hospitals or other locked long-term care facilities.

**Clinical Program Description - Major Component**

1. Basic needs rehabilitation is an integrated approach to the treatment of clients who have a serious and persistent mental illness with the following goals:
  - Stabilization from acute psychiatric symptoms
  - Resolution or reduction of psychiatric symptoms or problems
  - Treatment and stabilization of medication

- Improvement in function: physical, emotional, social, family, interpersonal and spiritual development of recidivism prevention skills
- Early intervention in the process of relapse of the psychiatric disorder
- 2. Vocational rehabilitation program with the following goals:
  - Achievement of fundamental scholastic skills with assessment and testing by qualified professional staff
  - Training of vocational skills
  - Improvement in functioning: social, interpersonal, financial, occupational and academic
  - Improve cognitive, behavioral, interpersonal coping skills
  - Positive lifestyle change
  - Integration back into the community
- 3. Dual Diagnosis rehabilitation is an integrated approach to treatment of clients who have a psychiatric disorder and a comorbid substance use disorder with the following goals:
  - Achievement and maintenance of abstinence from alcohol and/or other drugs of abuse
  - Development of relapse prevention skills
  - Early intervention in the process of relapse to either the substance use or psychiatric disorder
  - Helping the client to identify, prioritize and work on problems and recovery issues he/she identifies as important
  - Monitoring addiction recovery issues
  - Helping client develop specific recovery skills
  - Developing relapse prevention strategies

### **Assessment Process**

The following assessments are completed within the designated time frames.

#### **24 hr. Admission**

- Nursing Health Assessment
- Initial admission screening
- Primary Assessment initiated
- Recovery Service plans initiated
- Inventory of belongings
- Records include program orientation, inventory of behavior and client rights
- Sexual risk assessment

#### **7 Days**

- Primary Assessment

#### **10 Days**

- Behavioral Assessment
- Psychiatric Evaluation- Basis 32
- Reinforcement Assessment
- Dietary Assessment
- Brief Psychiatric Rating Scale
- Vocational Assessment
- Psycho-Social Assessment
- Recreation Assessment
- Group Referral Assessment
- Self-Appraisal
- Transitional Appraisal
- Level Assessment

#### **14 Days**

- Interdisciplinary Team (IDT) Summary

### 30 Days

- Psychological Evaluation
- Psychiatrist Evaluation
- History and Physical

### **Admission Process**

1. Admissions will only be accepted with authorization from the County.
2. Crestwood is providing services with the expectation that clients have co-occurring substance use issues and disorders that require integrated attention to achieve successful outcomes.
3. Approval or Denial of Acceptance of all LPS, Murphy, MIST, and 180 Day Hold referrals is determined by Crestwood within 24-48 hours. Referrals shall include the most recent psychiatric evaluation, Interdisciplinary Team (IDT) plan, Plan of Care, medication list, intake assessment, current health and physical note within the past year for LPS, Medical/Mental Health Information Transfer Summary to include known medical/mental health problems and current medications for MIST and 180- Holds, and Purified protein derivative (the PPD skin test for tuberculosis) whenever possible. Denials must include justification for basis of decision.

### **Discharge Process**

Prior to any client discharge, Crestwood is notifying County designee to ensure coordination and transfer of care to appropriate community outpatient team.

Crestwood's treatment program is developed with brief lengths of stay, anticipated for most clients. All clients are expected to demonstrate increased self-control and autonomy in preparation for discharge to less restrictive placements within the community.

Crestwood is providing a restoration program to include restoration services specific to the needs of MIST clients.



**ATTACHMENT B**

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

**TERM:**

**FROM:** July 1, 2022 **TO:** June 30, 2023

**SCHEDULE OF FEES:**

**See attached schedule of fees for treatment sites and programs. Refer to Stockton facility fees for current services. Fee is for the Special Treatment Program patch rate of \$67.00 per day.**

**The schedule of fees for inpatient mental health rehabilitation services at Bakersfield MHRC is as follows:**

**Level 1:1 - \$720 per day  
MIST - \$450 per day  
Level 1 - \$389 per day  
Level 2 - \$354 per day  
Level 3 - \$319 per day**

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
<b>Crestwood Wellness and Recovery Ctr</b> Redding IMD – 1122 NPI - 1194743088	<b>243.40</b>	28.00 51.00 67.00 129.00 Negotiated
<u><b>SNF/STP</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Patch/Enhancement</b></u>
<b>Crestwood Manor</b> Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 40.00 42.00 67.00 97.00 129.00 Negotiated
<b>Crestwood Manor</b> Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 45.00 67.00 97.00 129.00 Negotiated
<b>Crestwood Manor - Fremont</b> Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 36.00 67.00 106.00 154.00 Negotiated
<u><b>SNF</b></u>	<u><b>Room and Board/Per Diem</b></u>	<u><b>Patch/Enhancement</b></u>
<b>Crestwood Treatment Center</b> Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	154.00 Negotiated

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Mental Health Rehabilitation Centers**

<b>Crestwood Center</b>	Level 1	389.00	
Sacramento MHRC - 1106	Level 2	354.00	
NPI - 1356411656	Level 3	321.00	
<b>Crestwood Behavioral Health Ctr</b>	Level 1	424.00	
San Jose MHRC - 1107	Level 2	340.00	
NPI - 1376623256	Level 3	331.00	
<b>Crestwood Behavioral Health Ctr</b>		334.00	
Eureka MHRC - 1110			
NPI - 1124046008			
<b>Crestwood Behavioral Health Ctr</b>	Level (1:1)	720.00	
Bakersfield MHRC - 1115	MIST	450.00	
NPI - 1275610800	Level 1	389.00	
	Level 2	354.00	
	Level 3	319.00	
<b>Crestwood C.E.N.T.E.R.</b>	Level 1	380.00	
Angwin MHRC - 1116	Level 2	302.00	
NPI - 1316024953	Level 3	249.00	
<b>Kingsburg Healing Center</b>	Level 1	494.00	
Kingsburg MHRC - 1140	Level 2	437.00	
NPI - 1073989661	Level 3	375.00	
	Bedhold		Current Rate minus Raw Food Cost**
<b>Crestwood Recovery and Rehab</b>	Level 1	391.00	
Vallejo MHRC - 1141	Level 2	332.00	
NPI - 1508935834	Level 3	294.00	
	Level 4	276.00	
<b>Crestwood San Diego</b>	Level 1	469.00	
San Diego MHRC - 1154	Level 2	402.00	
NPI - 1295146934	Level 3	334.00	
	Bedhold		Current Rate minus Raw Food Cost**

**CRESTWOOD BEHAVIORAL HEALTH, INC.****7/1/2022**

<b>Crestwood Chula Vista</b>	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
<b>San Francisco Healing Center</b>		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
<b>Fallbrook Healing Center</b>	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
<b>Champion Healing Center</b>	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

\*\* Bed hold rate raw food reduction is \$8.73 for FY 21/22

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem</u>	<u>Room and Board/Per Diem for indigent client</u>
<b>Crestwood Psychiatric Health Facility</b> American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
<b>Crestwood Psychiatric Health Facility</b> Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
<b>Crestwood Psychiatric Health Facility</b> San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
<b>Crestwood Psychiatric Health Facility</b> Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
<b>Crestwood Solano PHF Psych Health Facility</b> Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
<b>Crestwood Sonoma PHF Psych Health Facility</b> Sonoma PHF - 1175 NPI - 1043848831	1,040.00	1,190.00

<u><b>Adult Residential Facilities/Social Rehabilitation Center</b></u>	<u><b>Patch/Enhancement Per Day</b></u>
<b>Pathways</b> Eureka Pathways RTF - 1125 NPI - 1811374564	218.00
<b>Our House</b> Solano Our House ARF - 1136 NPI - 1750452199	165.00
<b>Bridge Program - Bakersfield</b> Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00
<b>American River Residential Services</b> American River ARF - 1139 NPI - 1104905645	165.00
<b>Bridge Program - Pleasant Hill</b> Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00
<b>The Pathway</b> Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00
<b>Bridge Program Fresno</b> Fresno Bridge RTF - 1145 NPI - 1093892663	230.00
<b>Crestwood Hope Center</b> Vallejo RCFE - 1152 NPI - 1962702324	165.00
<b>Hummingbird Healing House</b> San Diego - 1168 NPI - 1992206734	182.00

**ATTACHMENT C**

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

**TERM:**

**FROM:** July 1, 2022                      **TO:** June 30, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: 2022 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:

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 separate 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. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
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. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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:



## **Attachment C: 2022 Insurance Requirements for Professional Services**

**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 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 \$25,000 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.

## **Attachment C: 2022 Insurance Requirements for Professional Services**

**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 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-



### **NEGOTIATED RATE AGREEMENT**

(to be completed for rates negotiated outside the specifications of a county contract)

Facility Name: Crestwood PHF Date: 3/28/2024  
Resident/Consumer Name: [REDACTED] MRN: [REDACTED]  
SSN: [REDACTED] Date of Birth: [REDACTED]  
County: Inyo  
Effective Date: 3/16/2024  
Daily Rate/Supplemental-Patch Rate (circle one): \$ 1484.00

Name Facility Representative (please print): Sukhdeep Kaur  
Title (please print): Campus Administrator  
Signature Facility Representative: [Signature] Date: 3/29/24

I hereby certify that I (County Representative) have the authority to approve the individually negotiated rate and payment thereof for the beneficiary indicated within this Agreement. This Agreement shall not constitute a novation, extinguishment or satisfaction of the obligations existing under the agreement. With the exception of the above stated rate, all the provisions of the original Agreement shall remain in full force and effect. Please sign below as an acknowledgement of the terms indicated above.

Name County Representative (please print): Anna Scott  
Title (please print): Inyo County HHS Director/Interim Mental Health Director  
Signature County Representative: [Signature] Date: 4/1/24



### **NEGOTIATED RATE AGREEMENT**

(to be completed for rates negotiated outside the specifications of a county contract)

Facility Name: <u>Crestwood PHF</u>	Date: <u>3/29/24</u>
Resident/Consumer Name: <u>[REDACTED]</u>	MRN: <u>[REDACTED]</u>
SSN: <u>[REDACTED]</u>	Date of Birth: <u>[REDACTED]</u>
County: <u>Inyo</u>	
Effective Date: <u>3/14/2024</u>	
Daily Rate/Supplemental-Patch Rate (circle one): <u>\$1484<sup>00</sup></u>	

Name Facility Representative (please print): Sukhdeep Kaur  
Title (please print): Campus Administrator  
Signature Facility Representative: [Signature] Date: 3/29/2024

I hereby certify that I (County Representative) have the authority to approve the individually negotiated rate and payment thereof for the beneficiary indicated within this Agreement. This Agreement shall not constitute a novation, extinguishment or satisfaction of the obligations existing under the agreement. With the exception of the above stated rate, all the provisions of the original Agreement shall remain in full force and effect. Please sign below as an acknowledgement of the terms indicated above.

Name County Representative (please print): Anna Scott  
Title (please print): Inyo COUNTY HHS Director/Interim Mental Health Director  
Signature County Representative: [Signature] Date: 4/1/24



# 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

June 25, 2024

Reference ID:  
2024-498

### Grant Award Notification for First 5 CA Small Population County Funding Augmentation Services Health & Human Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Health & Human Services Director & Prevention

#### ITEM PRESENTED BY

#### RECOMMENDED ACTION:

Approve the Grant Award Notification (GAN) between the County and First 5 California for Small Population County Funding Augmentation services which ensures an additional \$250,590 of SPCFA funding through June 30, 2025, contingent upon the Board’s approval of the Fiscal Year 24-25 Budget, and authorize the HHS Director to sign the GAN and related documents.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In April 2021, your Board approved the agreement between County of Inyo and First 5 California for the provision of Small Population County Funding Augmentation (SPCFA) services. That agreement is valid through June 30, 2024 and was for the initial amount of \$814,415.00. Now, the State requests that the County sign a Grant Award Notification (GAN) to ensure First 5 Inyo County receives SPCFA funding for an additional year (2024/2025) in the additional amount of \$250,590. The goal of the SPCFA is to support the success of small counties in their work and to ensure Proposition 10 is truly a statewide effort that impacts the lives of young children throughout California. For counties with a small number of annual births, the statutory funding alone does not provide sufficient funding to fully operate a county commission or effective First 5 programs. SPCFA funding makes it possible for Proposition 10 to be a statewide effort that promotes, supports, and improves the early development of children ages 0 to 5. The Department respectfully requests the board approve the Grant Award Notification and authorize the Health & Human Services Director to execute the GAN and related documents.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded (State First 5)	<b>Budget Unit</b>	643000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4998
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
The small county augmentation allows us to keep our program whole and meet the program requirements.			

<b>Future Fiscal Year Impacts</b>
<b>Additional Information</b>

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

The Board could choose not to approve this funding, but it would affect our FTEs and limit our ability to provide services to this vulnerable population.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.


**ATTACHMENTS:**

1. Grant Award Notification

**APPROVALS:**

Stephanie Tanksley	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Melissa Best-Baker	Approved - 6/19/2024
Christian Milovich	Approved - 6/19/2024
John Vallejo	Approved - 6/19/2024
Amy Shepherd	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024



Small Population County Funding Augmentation Grant Award Notice			
<b>GRANTEE NAME AND ADDRESS</b>		<b>Grant Agreement Number</b>	
County of Inyo, 568 W. Line Street, Bishop, CA 93514		SPCFA-2021-14-A2	
<b>Attention</b> Katelyn Lent, Executive Director		<b>Date</b>	
<b>Website</b> <a href="https://www.inyocounty.us/first5">https://www.inyocounty.us/first5</a>		May 14, 2024	
<b>Telephone</b> 760-873-6453			
GRANT DETAILS	Grant Award Amount	Grant Award Start Date	Grant Award End Date
	\$1,065,005.00	04/01/2021	06/30/2025
<p>First 5 California (F5CA) hereby informs the GRANTEE (above) that the agency has been funded for Small Population County Fund Augmentation (SPCFA) Grant. By signing this Grant Award Notice, the GRANTEE shall comply with and agrees to the terms and conditions set forth in the <i>SPCFA Grant</i>, Request for Application <a href="https://www.cafc.ca.gov/partners/investments.html#spcfa">https://www.cafc.ca.gov/partners/investments.html#spcfa</a>, all associated attachments, exhibits, and samples.</p> <p>This award is contingent upon the availability of funds. The State of California is not obligated to provide this award if funds are not available at the time the award is set to be made. If funds are not available, the state may amend, delay or cancel the award until funds become available.</p> <p>In the event of any inconsistency between the articles, attachments, specifications or assurances which constitute this Grant Agreement, the following order of precedence shall apply:</p> <ol style="list-style-type: none"> <li>1. This Grant Agreement</li> <li>2. Request for Application</li> <li>3. Application response to Request for Application</li> </ol> <p>Please return the signed Grant Award Notification within 10 business days to:</p> <p style="text-align: center;">First 5 California Attn: <i>Laxmi Gurajada</i> 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833 <a href="mailto:SPCFA@cafc.ca.gov">SPCFA@cafc.ca.gov</a></p>			
<b>First 5 California Grant Representative</b> Laxmi Gurajada		<b>Title</b> Education Programs Consultant	
<b>E-mail Address</b> <a href="mailto:lgurajada@cafc.ca.gov">lgurajada@cafc.ca.gov</a>		<b>Telephone</b> (916) 263-1155	
<b>Signature of the First 5 California Delegated Authority and Title or Designee</b>			
 <hr style="border: 1px solid black;"/>			<b>Date</b>
<b>Printed Name of Delegated Authority</b> Jackie Wong		<b>Title</b> Executive Director	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>			



I, as the Authorized Agent, certify that the amount requested is for actual and allowable expenditures incurred for these activities in accordance with this Grant Agreement, and that I am authorized to request this amount on behalf of First 5 Inyo County.

<b>Printed Name of Authorized Agent</b>	<b>Title</b>
---	--------------

<b>E-mail Address</b>	<b>Telephone</b>
-----------------------	------------------

*Signature of the Authorized Agent and Title*

<p style="font-size: 2em; text-align: center;">X</p> <hr style="border: 1px solid black; width: 30%; margin: auto;"/>	<b>Date</b>
---	-------------

*F5CA Fiscal Services Office Use Only*

Fund Title	Item	FY	Chapter	Statute	Projected Expenditures
Education	0634	2020-21 to 2024-25	Prop 10	1998	\$426,002.00
Research and Development	<b>0637</b>	2020-21 to 2024-25	Prop 10	1998	\$213,001.00
Unallocated	<b>0639</b>	2020-21 to 2024-25	Prop 10	1998	\$426,002.00
<b>TOTAL</b>					\$1,065,005.00

Funding History	Term From	Term Through	Total Cost of This Transaction
Original	2020-21	2023-24	\$814,415.00
Amendment 1	2020-21	2023-24	\$0.00
Amendment 2	2020-21	2024-25	\$250,590.00

### Grant Award Notification (Continued)

#### Fiscal Details:

Grantee is required to comply with any applicable state law relating to this grant and will meet all fiscal and auditing standards required by F5CA.

Any grantee receiving these grant funds is required to use the funds only for the intended purposes of this grant.

Grantee is required to comply with the evaluation, data information requests, and reporting requirements.

Grantee is required to ensure all tasks, activities, and functions are completed effectively and in a timely manner.

Grantee is required to submit a written Annual Performance Report (APR), as prescribed by F5CA, describing activities and accomplishments for the entire grant period as indicated on the Request for Application.

To be an eligible grantee, the Grantee is required to provide all stated deliverables in the RFA to be an eligible grantee for the subsequent fiscal year.

#### Invoice Details:

Grantee shall submit invoices quarterly, in accordance with Section B, Fiscal Reporting, shall be submitted as follows:

- By April 15, for the period January 1 through March 31
- By July 15, for the period April 1 through June 30
- By October 15, for the period July 1 through September 30
- By January 15, for the period October 1 through December 31

Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice detailing all charges and expenses. Failure to provide information will result in return of the invoice to the Grantee. Payment may be delayed until the required information is provided. All invoices shall be approved by the F5CA Grant Manager or their designee prior to releasing payment.

To receive reimbursement for SPCFA expenditure, lead agencies must:

- Have an approved grant agreement, which includes a Budget Template and Narrative setting forth the planned expenditures.
- Maintain accurate fiscal data, in accordance with generally accepted accounting principles and standards for governmental entities and report actual expenditures by categories.
- Maintain documentation to substantiate that all costs are reasonable, necessary, allowable, and allocable to the grant (e.g., invoices, receipts, and agreements).
- Maintain time and effort records to support all salaries, wages, and benefits charged to the grant. If an employee works on more than one activity or cost objective, the lead agency must maintain time and effort records to support the distribution of the employee's salary or wages among the activities or cost objectives.
- Retain all records related to this grant for at least five years or when an audit has been requested, until the date the audit is resolved, whichever is longer.

#### Deliverables Details:

All grantees are required to comply with the data and reporting requirements of this grant, including the following:

- a. Comply with the statutory reporting requirements of the Children and Families Act (Act) and as detailed in the Health and Safety Code, Section 130140-130150 (RFA Section III.A).
- b. Submit the Systems Change and Impact Evaluation by June 30, 2021, and then in conjunction with the Annual Performance Report beginning October 2022 (RFA Section II1.B).
- c. Submit an Annual Performance Report, due annually by October 1, which reflects activities in which reflects activities in which the county engaged during the prior fiscal year (RFA Section II1.D).

- d. Additional evaluation activities as requested by F5CA or its contractor (RFA Section II.1.E.)
- e. Valid Insurance Certificate as detailed in Insurance Requirement Section.

Amendment 2 appends the following documentation to this document:

1. SPCFA Budget and Budget Revision Request FY 2020-21 through FY 2023-24
2. SPCFA Budget Revision Narrative Request – FY 2024-25

Right to Terminate

The F5CA reserves the right to terminate this Grant Agreement subject to thirty (30) days written notice to the Grantee. The Grantee may submit a written request to terminate this Grant Agreement only if F5CA should substantially fail to perform its responsibilities as provided herein.

F5CA also reserves the right to terminate this Grant Agreement immediately for cause. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, responsibilities, and/or assurances of the Grant Agreement. In this instance, the Grant Agreement termination shall be effective as of the date indicated on F5CA’s notification to the Grantee.

**Small Population County Funding Augmentation (SPCFA)  
FY 2021 - 2025  
1-Year Extension Budget**

Please select one: Budget Revision Request FY 2024-25

Date: May 10, 2024

First 5 County Commission: Inyo First 5	Address: 1360 North Main Street
Website: <a href="http://www.inyocounty.us">www.inyocounty.us</a>	City, Zip Code: Bishop, CA 93514
Executive Director (ED): Katelyn Lent	Fiscal Contact: Melissa Best-Baker
ED Phone Number:	Fiscal Phone Number: 760-878-0232
ED Email: <a href="mailto:klent@inyocounty.us">klent@inyocounty.us</a>	Fiscal Email: <a href="mailto:mbestbaker@inyocounty.us">mbestbaker@inyocounty.us</a>

If this is a budget revision request, highlight fields that changed from current approved budget, and explain in separate document.						\$250,590.00	
Budget Category	April 1, 2021, - June 30, 2021	July 1, 2021, - June 30, 2022	July 1, 2022, - June 30, 2023	July 1, 2023, - June 30, 2024	2021 - 2024 Total	FY 2024-25	Total for 4.25 years (2021 - 2025)
<b>A. PERSONNEL</b>							
1. Salaries	\$ 812.66	\$ 103,059.31	\$ 99,287.35	\$ 163,600.75	\$ 366,760.07	\$ 97,175.00	\$ 463,935.07
2. Benefits	\$ 213.16	\$ 53,630.40	\$ 49,922.49	\$ 53,631.00	\$ 157,397.05	\$ 53,631.00	\$ 211,028.05
<b>Total Personnel</b>	\$ 1,025.82	\$ 156,689.71	\$ 149,209.84	\$ 217,231.75	\$ 524,157.12	\$ 150,806.00	\$ 674,963.12
<b>B. OPERATIONS</b>							
1. Materials and Supplies	\$ -	\$ 6,503.18	\$ 6,311.99	\$ 155.52	\$ 12,970.69	\$ -	\$ 12,970.69
2. Travel	\$ -			\$ 2,250.00	\$ 2,250.00	\$ 1,512.00	\$ 3,762.00
3. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Incentives/Stipends	\$ -	\$ 31.48			\$ 31.48	\$ -	\$ 31.48
5. Contractual	\$ -	\$ 12,861.10	\$ 1,098.06		\$ 13,959.16	\$ -	\$ 13,959.16
6. Other	\$ -	\$ 69,629.08	\$ 67,400.79	\$ 92,710.96	\$ 229,740.83	\$ 92,723.65	\$ 322,464.48
<b>Total Operations</b>	\$ -	\$ 89,025.44	\$ 74,810.84	\$ 95,116.48	\$ 258,952.76	\$ 94,235.65	\$ 353,187.81
<b>C. TOTALS</b>							
<b>Total Direct Costs (A+B)</b>	\$ 1,025.82	\$ 245,715.15	\$ 224,020.68	\$ 312,348.23	\$ 783,109.88	\$ 245,041.65	\$ 1,028,150.93
Indirect Cost Rate (Based on Personnel only)	0%	4.32%	4.17%	8.43%	5.97%	3.67%	5.46%
<b>Total Indirect Costs</b>	\$ -	\$ 6,770.86	\$ 6,220.50	\$ 18,313.76	\$ 31,305.12	\$ 5,548.35	\$ 36,854.07
<b>GRAND TOTAL</b>	\$ 1,025.82	\$ 252,486.01	\$ 230,241.18	\$ 330,661.99	\$ 814,415.00	\$ 250,590.00	\$ 1,065,005.00

**Certification**

I, the official signed below hereby requests SPCFA grant funding in the amounts represented in the table above. I certify that the information represented on this form is true and correct to the best of my knowledge and compliant with the requirements and conditions in the SPCFA Grant RFA.

Signature of Executive Director (or other authorized signatory)

Date Signed

	5/10/2024
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First 5 CA Staff Only:	Indirect perpc	Laxmi Gurajada	Supervisor:	Kristin Torres
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FY 2021-22 Operations total has a discrepancy of 60 cents. These are actuals. (program initials - LG)

Indirect percentages  
 FY 2021-22 4.321190%  
 FY 2022-23: 4.168961%  
 FY 2023-24: 8.430517%  
 FY 2024-25: 3.679131% Total  
 (4.25 years): 5.4601605%

Program initials:  
 LG 5/14/24  
 KT 5/14/24

**SPCFA Budget Narrative – April 1, 2021, through June 30, 2025**

Please review the Request for Application, Attachment C-5, for information about details required in the narrative. Add additional lines to the tables, if necessary.

Please enter all figures in accounting format (dollars and cents).

County Commission: Inyo First 5

**A. Personnel**

**1. Personnel/Salaries**

Position Title	Position Description	Salary Basis: Time Unit	Salary Basis: Rate	Total
<i>First 5 Director</i>	<i>Oversee program activities, convene meetings, provide trainings</i>	<i>.5 FTE x 36 months + \$4000.00 for 20/21</i>		<i>\$160,858.81</i>
				<i>FY 20/21</i> <b>\$812.66</b>
			<i>FY 21/22</i> <i>\$79,868.00</i>	<i>FY 21/22</i> <b>\$45,862.28</b> <i>(\$45,832.28 + \$30.00 (incorrect invoiced amount))</i>
			<i>FY 22/23</i> <i>\$79,868.00</i>	<i>FY 22/23</i> <b>\$49,609.87</b>
		<i>FY 23/24</i> <i>.75 FTE x 12 month + \$17.00</i>	<i>FY 23/24</i> <i>\$86,076.00</i>	<i>FY 23/24</i> <i>\$64,574.00</i>
		<b>FY 24/25</b> <b>.5 FTE x 12 month</b>	<i>FY 24/25</i> <i>\$86,076.00</i>	<b>FY 24/25</b> <b>\$43,038.00</b>
<i>Prevention Specialist</i>	<i>Implement Home Visiting and developmental screenings</i>	<i>.50 FTE x 36 Months</i>		<i>\$98,240.54</i>
			<i>FY 21/22</i> <i>\$54,895.00</i>	<i>FY 21/22</i> <i>\$35,620.54</i>
			<i>FY 22/23</i> <i>\$54,895.00</i>	<i>FY 22/23</i> <i>\$34,878.25</i>
		<i>FY23/24</i> <i>.75 FTE x 12 Months</i>	<i>FY 23/24</i> <i>\$36,989.00</i>	<i>FY 23/24</i> <i>\$27,741.75</i>

		FY 24/25 .5 FTE x 12 month	FY 24/25 \$36,989.00	FY 24/25 \$18,494.50
Prevention Specialist	Implement Triple P Positive Parenting classes and workshops	.65 FTE x 36 Months	FY 21/22 \$54,895.00	FY 21/22 \$21,576.49
			FY 22/23 \$54,895.00	FY 22/23 \$14,799.23
		FY 23-24 1.00 FTE x 12 Months	FY 23/24 \$71,285.00	FY 23/24 \$71,285.00
		FY 24/25 .5 FTE x 12 month	FY 24/25 \$71,285.00	FY 24/25 \$35,642.50
<b>Grand Total:</b>				<b>\$366,760.07</b> <b>\$463,935.07</b>

52% (\$53,631.00 Only per year = ): Retirement and Social Security (estimated \$8,150.00 per year); PERS retirement (estimated \$10,140.00 per year); Unfunded Lia (estimated \$8,420.00 per year); Insurance (estimated \$23,459.00 per year); Disability Insurance (estimated \$1,055.00 per year); and other benefits (estimated \$2,407.00 per year)

FY 20/21 \$213.16  
FY 21/22 \$53,630.40  
FY 22/23 \$49,922.49  
FY 23/24 \$53,631.00  
FY 24/25 \$53,631.00  
Total \$157,397.05  
\$211,028.05

2. **Benefits** (explain calculation below)

**B. Operations**

1. **Materials and Supplies**

Item/Type of Item	Purpose of Item	Unit cost	# units	Total
Triple P curriculum	Triple P curriculum for workshops and classes, such as workbooks, handouts, and tip sheets	\$160.00/participant	150 participants	\$9,781.76 FY 21/22 \$4,266.17 FY 22/23 \$5,447.62 FY 23/24 \$67.97

				FY 24/25 \$0.00
General Office Supplies	Day to day operations to implement programs	\$250.00/month	36 months	\$1,400.07  FY21/22 \$535.70 FY 22/23 \$864.37 FY 23/24 \$0.00 FY 24/25 \$0.00
Developmental Play Supplies	Purchase supplies to encourage play and learning, in order to complete a developmental screening and encourage child development	\$100.00/participant	25 participants per year for three years	\$1,788.86  FY 21/22 \$1701.31 FY22/23 \$0.00 FY 23/24 \$87.55 FY 24/25 \$0.00
<b>Grand Total:</b>				<b>\$12,970.69</b> <b>\$0.00</b>

## 2. Travel

Trip Name	Purpose of Trip	Cost basis for calculation or estimate	Total
Motorpool costs	Travel countywide for staff to conduct meetings, classes, and home visits. Typical distances include trips of 40 miles and 60 miles to rural towns.	<p>(Estimated around \$750.00 per year x 3 years)</p> <ul style="list-style-type: none"> <li>14 trips x 60 miles x \$0.56 cent/mile = \$470.40</li> <li>13 trips x 40 miles x \$0.56 cent/mile = \$291.20</li> </ul>	<p>\$2,250.00</p> <p>FY 21-22 \$0.00 FY 22-23 \$0.00  FY 23/24 \$2,250.00</p>
		<p><b>FY 24/25</b> (Estimated around \$1512.00 peryear x 12 Months)</p> <ul style="list-style-type: none"> <li><b>25 trips x 60 miles x \$0.56 cent/mile = \$840.40</b></li> <li><b>30 trips x 40 miles x \$0.56 cent/mile =</b></li> </ul>	<p><b>FY 24/25</b> <b>\$1512.00</b></p>

		\$672.00	
<b>Grand Total:</b>			\$2,250.00 \$3,762.00

### 3. Equipment

Item	Purpose	Cost basis for calculation or estimate	Total
<b>Grand Total:</b>			

### 4. Incentives

Incentive Type	Purpose of Incentive	Cost basis for calculation or estimate	Total
<i>Parent Education Supports and Motivational Redirectives</i>	<i>Education supports and motivational directives to encourage parent participation in Triple P workshops and classes</i>	<i>\$80.00/participant x 50 participants per year for three years</i>	\$31.48 FY 21/22 \$31.48 FY 22/23 \$0.00 FY 23/24 \$0.00 FY 24/25 \$0.00
<b>Grand Total:</b>			\$31.48 \$0.00

### 5. Contractual

Contract	Purpose of Contract	Amount of Time or Cost Basis and Fiscal Year, as applicable	Total
Triple P trainings	<i>Triple P Positive Parenting Program trainings</i>	<i>Triple P trainings range from \$1,525.00, to \$2,856.00 each x 7 practitioners (average cost of \$2,190.00) = \$15,000.00/year</i>	\$13,959.16 FY 21/22 \$12,861.10 FY22/23 \$1,098.06 FY 23/24 \$0.00 FY 24/25 \$0.00



<b>Grand Total:</b>			<b>\$13,959.16</b> <b>\$0.00</b>

## 6. Other

All of these are estimated costs for the whole contract.

Advertising (\$15,000.00); media promotion of Triple P Positive Parenting classes; ¼ page ad in local paper \$250.00 x 20 ads = \$5,000.00/year; FY21-22 to FY23-24

FY 21/22 \$2,417.32

FY 22/23 \$232.35

FY 23/24 \$467.06

**FY 24/25 \$ 467.06**

ASQ (\$6,000.00): cost for ASQ Online database with Brooke's Publishing; \$1,041.00 annual account fee + \$0.50 per screen use x 1,918 screens; \$2,000.00/year; FY21-22 to FY23-24(This item is paid by monthly invoice and does not require a contract)

FY 21/22 \$1,053.90

FY 22/23 \$1,052.90

FY 23/24 \$ 1,626.46

**FY 24/25 \$1,626.46**

FIRST Program (\$154,909.00); sub-agreement; staff time study by each family the work with who have children 5 years of age and younger. The cost is estimated at \$51,636.00 per year; FY21-22 to FY23-24.(This is an interagency agreement that does not require a contract)

FY 21/22 \$51,680.00

FY 22/23 \$52,780.62

FY 23/24 \$68,000.00

**FY 24/25 \$68,000.00**

Employee Training (\$18,000.00); Training Dates TBD- Training for employees to attend virtually to aid in parenting skills for families they work with. 3 Employees x \$6,000.00 each.

FY 23/24 \$18,000.00

**FY 24/25 \$18,000.00**

*Other costs include audit, Association fees, time study, rents, utilities and tech refresh that are matched with Prop 10 funds:*

Annual Audit (\$15,000.00); \$5,000.00 x 3years

FY 21/22 \$5,000.00

FY 22/23 \$5,500.00

FY 23/24 \$4,500.00

**FY 24/25 \$4,500.00**

First 5 Association Fees (\$5,175.00): \$1,72.00\$1725.00 x3 years  
FY 21/22 \$1,725.00  
FY 22/23 \$1,725.00  
FY 23/24 \$0.00  
**FY 24/25 \$0.00**

Time study (\$191.00); \$63.75 x 3 years

FY21/22 \$70.75

FY 22/23 \$67.83

FY 23/24 \$52.42

**FY 24/25 \$0.00**

Rents (\$9,744.00); \$3,248.00/year x 3 years

FY 21/22 \$3,375.64

FY 22/23 \$980.64

FY 23/24 \$0.00

**FY 24/25 \$0.00**

FY 23/24 0.00Utilities (\$5,910.00); \$1,970.00/year x 3 years

FY 21/22 \$11.24

FY 22/23 \$0.00

FY 23/24 \$0.00

**FY 24/25 0.00**

Internal charges (\$4,950.00); \$1,650.00 x 3 years (Information Services and Building and Maintenance-these costs are charged to the department and then split by FTE to programs for the location or for specific charges to the program due to program requests)

FY 21/22 \$3,046.77

FY 22/23 \$3,795.45

FY 23/24 \$65.02

**FY 24/25 \$130.13**

Tech Refresh (\$3,798.00); \$1,266.00 x 3 years

FY 21/22 \$ 1,248.46

FY 22/23 \$1,266.00

FY 23/24 \$0.00

**FY 24/25 \$0.00**

Totals

FY 21/22 \$69,629.08

FY 22/23 \$67,400.79

FY 23/24 \$92,710.96

**FY 24/25 \$92,723.65**

**Grand Total (\$220,677.00); \$75,332.00 x 3 years**

**Grand Total (\$229,740.83) + \$92,723.65=\$322,464.48**

**C. Totals**

<b>Funding Category</b>	<b>Totals</b>
Total Personnel	\$524,157.12 <b>\$674,963.12</b>
Total Operations	\$258,952.16 <b>\$353,187.81</b>
Total Direct Costs (Sections A+B)	\$783,109.88 <b>\$1,028,150.93</b>
Indirect Cost Rate (%) (may not exceed 15%)	5.97% <b>5.46%</b> %**
Indirect Costs	\$31,305.12 <b>\$36,853.47</b>
Total First 5 Funds (Direct + Indirect costs)	\$814,415.00 <b>\$1,065,004.40</b>

**\*\*Indirect is calculated by percentage of Total Personnel costs for years 2, 3, and 4(\$18,803.00/\$470,085.00).**

*Please check figures in this narrative to be sure they match the figures in the county's budget. If you have questions, please email [SPCFA@ccfc.ca.gov](mailto:SPCFA@ccfc.ca.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

June 25, 2024

Reference ID:  
2024-365

### Contract Award to Tek84 of Poway, CA for the Purchase of a Body Scanner

**Sheriff**

ACTION REQUIRED

**ITEM SUBMITTED BY**

Office of the Sheriff

**ITEM PRESENTED BY**

Mark Smith

**RECOMMENDED ACTION:**

- A) Approve and award the contract for whole body scanner and maintenance to Tek84 of Poway, CA, in an amount not exceeding \$186,872.50;
- B) Enter into a service and maintenance contract for the period of June 18, 2024 through June 30, 2029, contingent upon the Board's approval of future budgets; and
- C) Authorize the Sheriff or designee to sign any documents necessary for the contract term.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Whole-body scanners are a crucial tool in modern security practices, balancing effective threat detection and considerations for privacy and health. Ongoing technological advances and regulatory oversight continue to shape their use, ensuring they remain essential to correctional facility security while addressing public concerns. The effectiveness of whole-body scanners in detecting non-metallic threats, such as liquid explosives, wires, narcotics, pills, and unconventional weapons (ceramic, plastic, wood, stone), makes them valuable in a comprehensive security strategy. Utilizing whole-body scanners as part of the jail intake process will maximize our ability to provide a safe and controlled environment in the county jail.

The Sheriff's staff evaluated each proposal received and determined that the Tek84 proposal best suited the jail's needs. The Tek84 Intercept, with its small footprint, onsite storage, and a five-year warranty, met the bid criteria.

Responses to RFP-002-JAIL for Whole Body Scanner were received as follows:

- Secure Technology Value Solutions      \$186,461.38 STVS HT3000SV w/ three-year warranty
- Tek84 \$151,272.50-\$214,869.75      \$186,272.50 with options that meet RFP Tek84 Intercept w/ five-year warranty
- Linev System US, Inc      \$169,900.08 Clearpass w/ one-year warranty
- Linev Systems US, Inc.      \$199,658.47 Clearpass CI w/ one-year warranty

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund CCP AB109	<b>Budget Unit</b>	022900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5650
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
\$186,272.50 body scanner with an initial one-year and additional four-year warranty.			
<b>Future Fiscal Year Impacts</b>			
\$8,900 annual maintenance agreement - The department will request CCP funding from AB109 or RAN to cover this ongoing expenditure.			
<b>Additional Information</b>			

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

Your Board could reject the bid and direct staff to initiate a new Request For Proposals (RFP) process. This is not recommended as the Sheriff received four responses to the RFP and selected the proposal that meets the County's needs.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Tek84 Quotes
2. Body Scanner Contract - signed

**APPROVALS:**

Riannah Reade	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Riannah Reade	Approved - 6/19/2024
Amy Shepherd	Approved - 6/19/2024
Grace Chuchla	Approved - 6/20/2024
John Vallejo	Approved - 6/20/2024
Nate Greenberg	Approved - 6/20/2024
Stephanie Rennie	Final Approval - 6/20/2024





# Quote

April 19, 2024

ATTN: Lt. Scott  
 Inyo County Sheriff's Department  
 55 S. Clay St.  
 Independence, CA 93526  
 760-878-0322

Quote: 2023-4-08

Please see the quotation below for the Tek84 Intercept Body Scanner.

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 139,000.00	\$ 139,000.00
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva		
1	INT-Shipping	Freight from San Diego, CA to Independence, CA 93526	\$ 1,500.00	\$ 1,500.00
1	INT-WARRANTY	One Year Parts and Labor on Entire System from Time of Installation	Included	
1	INT-INSTALL	1/2 Day Installation	Included	
1	INT-Training	2.5 days Formal, classroom, on-site	Included	
<b>OPTIONAL</b>				
0	SSD-018-9950	ICI Thermal Skin Temperature Sensor - FDA Tested	\$ 20,000.00	\$ -
0	SSD-020-1000	TekNET-Connects Intercept body scanners for data exchange, dose compilation, image storage, and data back up	\$ 13,000.00	\$ -
0	SSD-020-1100	Intercept Manager - Software loaded on customer PC; Allows remote Admin of body scanner system (Compliance/Intel)	\$ 2,000.00	\$ -
0	SSD-017-2103	TekREADER - Barcode Wristband Scanner	\$ 1,900.00	\$ -
0	INT-EXT-WAR	Additional Extended Warranty - Per year, Per machine Discounted at \$40,000 for Five Years	\$ 8,900.00	\$ -
<b>Sub Total</b>				<b>\$ 140,500.00</b>

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on:	07/18/24	<b>Tax @ 7.75%</b>	<b>\$ 10,772.50</b>
Delivered-at-place:	Independence, CA 93526	<b>Total</b>	<b>\$ 151,272.50</b>
Terms:	Net 30		
Taxes:	Circle one    Exemption certificate attached		

**Accepted By:**  
 Printed Name and Title: \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**Prepared by:**  
 Brian Amos - Western Regional Sales Manager  
  
 4/19/2024  
[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733



# Quote

April 19, 2024

ATTN: Lt. Scott  
 Inyo County Sheriff's Department  
 55 S. Clay St.  
 Independence, CA 93526  
 760-878-0322

Quote: 2023-4-08

Please see the quotation below for the Tek84 Intercept Body Scanner with **OPTIONS**:

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 139,000.00	\$ 139,000.00
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva		
1	INT-Shipping	Freight from San Diego, CA to Independence, CA 93526	\$ 1,500.00	\$ 1,500.00
1	INT-WARRANTY	One Year Parts and Labor on Entire System from Time of Installation	Included	
1	INT-INSTALL	1/2 Day Installation	Included	
1	INT-Training	2.5 days Formal, classroom, on-site	Included	
<b>OPTIONAL</b>				
1	SSD-018-9950	ICI Thermal Skin Temperature Sensor - FDA Tested	\$ 20,000.00	\$ 20,000.00
0	SSD-020-1000	TekNET-Connects Intercept body scanners for data exchange, dose compilation, image storage, and data back up	\$ 13,000.00	\$ -
0	SSD-020-1100	Intercept Manager - Software loaded on customer PC; Allows remote Admin of body scanner system (Compliance/Intel)	\$ 2,000.00	\$ -
1	SSD-017-2103	TekREADER - Barcode Wristband Scanner	\$ 1,900.00	\$ 1,900.00
5	INT-EXT-WAR	Additional Extended Warranty - Per year, Per machine Discounted at \$40,000 for Five Years	\$ 8,000.00	\$ 40,000.00
<b>Sub Total</b>				<b>\$ 202,400.00</b>

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on:	07/18/24	<b>Tax @ 7.75%</b>	<b>\$ 12,469.75</b>
Delivered-at-place:	Independence, CA 93526	<b>Total</b>	<b>\$ 214,869.75</b>
Terms:	Net 30		
Taxes:	Circle one      Exemption certificate attached		

**Accepted By:**  
 Printed Name and Title: \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**Prepared by:**  
 Brian Amos - Western Regional Sales Manager  
  
 4/19/2024  
[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733





Quote

April 29, 2024

ATTN: Lt. Scott  
 Inyo County Sheriff's Department  
 55 S. Clay St.  
 Independence, CA 93526  
 760-878-0322

Quote: 2023-4-08

Please see the quotation below for the Tek84 Intercept Body Scanner.

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 139,000.00	\$ 139,000.00
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva		
1	INT-Shipping	Freight from San Diego, CA to Independence, CA 93526	\$ 1,500.00	\$ 1,500.00
1	INT-WARRANTY	One Year Parts and Labor on Entire System from Time of Installation	Included	
1	INT-INSTALL	1/2 Day Installation	Included	
1	INT-Training	2.5 days Formal, classroom, on-site	Included	
<b>OPTIONAL</b>				
0	SSD-018-9950	<b>ICI Thermal Skin Temperature Sensor - FDA Tested</b>	\$ 20,000.00	\$ -
0	SSD-020-1000	<b>TekNET-Connects Intercept body scanners for data exchange, dose compilation, image storage, and data back up</b>	\$ 13,000.00	\$ -
0	SSD-020-1100	<b>Intercept Manager - Software loaded on customer PC; Allows remote Admin of body scanner system (Compliance/Intel)</b>	\$ 2,000.00	\$ -
0	SSD-017-2103	<b>TekREADER - Barcode Wristband Scanner</b>	\$ 1,900.00	\$ -
4	INT-EXT-WAR	<b>Additional Extended Warranty - Per year, Per machine</b>	\$ 8,000.00	\$ 32,000.00
<b>Sub Total</b>				<b>\$ 172,500.00</b>



By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on:	07/28/24	<b>Tax @ 7.75%</b>	<b>\$ 10,772.50</b>
Delivered-at-place:	Independence, CA 93526	<b>Total</b>	<b>\$ 183,272.50</b>
Terms:	Net 30		
Taxes:	Circle one Exemption certificate attached		

**Accepted By:**  
 Printed Name and Title: \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**Prepared by:**  
 Brian Amos - Western Regional Sales Manager  
  
 4/29/2024  
[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733

## AGREEMENT BETWEEN COUNTY OF INYO

AND Tek84 Inc.  
FOR THE PROVISION OF whole body scanner system, training and maintenance SERVICES

### INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the maintenance and installation services of Tek84 Inc. of Poway, 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 Mark Smith, whose title is: Sergeant of Incustody and Corrections. 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 June 25, 2024 to June 30, 2029 unless sooner terminated as provided below.

#### 3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One hundred eighty six thousand eight hundred seventy two dollars and fifty cents Dollars

(\$ 186,872.50) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### 4. **WORK SCHEDULE.**

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

#### 5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, 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 C 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  
Office of the Sheriff Attn: Sgt. Mark Smith Department  
550 S. Clay Street, P.O. Drawer S Address  
Independence, CA 93526 City and State

Contractor:  
Tek84 Attn: Brian Amos Name  
13495 Gregg Street Address  
Poway, CA 92064 City and State

**24. ENTIRE AGREEMENT.**

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

///

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Tek84, Inc.

**FOR THE PROVISION OF** whole body scanner system, training and maintenance **SERVICES**

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

**COUNTY OF INYO**

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

Signature

\_\_\_\_\_  
Print or Type Name

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

**CONTRACTOR**

By: Brian Amos

Signature

Brian Amos  
Print or Type Name

Dated: 6/13/2024

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Weitz

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg

County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Tek84, Inc.

**FOR THE PROVISION OF** whole body scanner system, training and maintenance **SERVICES**

**TERM:**

**FROM:** June 18, 2024      **TO:** June 30, 2029

**SCOPE OF WORK:**

## ATTACHMENT A

Contractor shall provide a Whole Body Security Scanning System ("body scanner") to the County that meets the following specifications:

- Tek84 Intercept Whole Body Security Scanning System
- High strength Aluminum Unibody Frame. 106Kv Monoblock Oil cooled Generator. 34" x72" x 90" (79" top removed) foot print. 4 second Scan Time. Variable Scanning Dosage from 0.25 usv to 8.0 uSv.
- Tethered Ethernet Connected Work Station with 21" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60Hz. 1 Kva
- Includes freight from San Diego, CA to Independence, CA 93526
- One Year Parts and Labor on Entire System from Time of installation
- 1/2 Day installation
- Four year additional extended warranty

Contractor shall provide training to Inyo County Sheriff Department staff on the use and operation of the body scanner. This training shall consist of 2.5 days of on-site classroom training in Independence, CA.

Contractor shall provide annual body scanner service, which includes the following:

- Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the body scanner
- One (1) Preventative Maintenance visit for the purpose of review, inspection, and potential replacement of all "wear" components prior to their end of life. Software system review to assure the system is operating at the latest level of software. This applies to any software upgrades that do not also require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with customer before doing so.
- One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations and California law.

Contractor shall provide warranty and support for the body scanner per the follow terms:

- Initial warranty and support shall be provided for 1 year from the installation date. Initial Warranty and Support includes: (i) installation. (ii) initial operator training , (iii) 24- 7 technical phone support

(iv) on-site repair during normal working hours; (v) replacement parts; (vi) labor expense; (vii) travel expenses and (viii) annual preventative maintenance inspection including radiation survey.

- Buyer may purchase Continuing Warranty and Support Services from Seller prior to the expiration of the Initial Warranty and Support.

- Initial and Continuing Warranty and Support shall not apply to any products or parts of products which have been (a) repaired or altered by any party other than authorized Seller, (b) subjected to misuse, negligence, or accident, including, without limitation, physical damage to the outer enclosure, internal damage by physical breaching of the outer enclosure, dropping or overturning the apparatus, damage to the touchscreen monitor, acts of God such as earthquake, flood, building collapse, and vermin infestation, damage by unauthorized service personnel, or intentional or other gross damage outside the scope of normal operation, or, (c) used in a manner or application other than recommended by Seller.

- Extended Warranty/Service Agreement shall include, on an annual basis:

1. Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the body scanner

2. One (1) Preventative Maintenance visit for review, inspection, and potential replacement of all "wear" components

before their end of life.

3. Software system review to ensure the system is operating at the latest level of software. This applies to software

upgrades that do not require hardware upgrades and is a courtesy check. Any software change made will be

authorized and reviewed with the customer before doing so.

4. One (1) Radiation Safety Survey of the body scanner as required by ANSI regulations and California law.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Tec84, Inc.

**FOR THE PROVISION OF** whole body scanner system, training and maintenance **SERVICES**

**TERM:**

**FROM:** June 25, 2024

**TO:** June 30, 2029

**SCHEDULE OF FEES:**

Tek84 Intercept Whole Body Security Scanning System - \$139,000 (includes one year parts and labor on the entire system from time of installation, 1/2 day installation, 2.5 days formal classroom training in Independence, CA)

Freight from San Diego, CA to Independence, CA 93526 - \$1,500

Four year additional extended warranty/service agreement - \$8,900 per year for a total of \$35,600 (4 years)

Inyo County sales tax @7.75% - \$10,772.50

Total contract price for all of the above = \$186,872.50

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Tek84, Inc.

**FOR THE PROVISION OF** whole body scanner system, training and maintenance **SERVICES**

**TERM:**

**FROM:** June 25, 2024

**TO:** June 30, 2029

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment: 2024 Insurance Requirements for SUPPLIERS / VENDORS WITH TRAINING AND/OR MAINTENANCE**

Vendor 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 products and materials supplies to Inyo County. The cost of such insurance shall be borne by the Vendor.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability:** Coverage shall be at least as broad as 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. 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 any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Vendor 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.

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Vendor 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.

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

**Attachment: 2024 Insurance Requirements for  
SUPPLIERS / VENDORS WITH TRAINING AND/OR MAINTENANCE**

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

**Umbrella or Excess Policy:** The Vendor 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 noncontributory, 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 Vendor's primary and excess liability policies are exhausted.

**Verification of Coverage:** Vendor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all 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 Vendor'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.

**Waiver of Subrogation:** Vendor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Vendor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The Vendor 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.

**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.







# Body Scanner Contract

Final Audit Report

2024-06-20

Created:	2024-06-20
By:	Riannah Reade (rreade@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB1g78PD3tGAby7_QRxbAepXOVoeosH

## "Body Scanner Contract" History

-  Document created by Riannah Reade (rreade@inyocounty.us)  
2024-06-20 - 9:45:26 PM GMT
-  Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature  
2024-06-20 - 9:46:34 PM GMT
-  Email viewed by Amy Shepherd (ashepherd@inyocounty.us)  
2024-06-20 - 9:46:46 PM GMT
-  Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)  
Signature Date: 2024-06-20 - 9:46:59 PM GMT - Time Source: server
-  Document emailed to Keri Oney (koney@inyocounty.us) for signature  
2024-06-20 - 9:47:01 PM GMT
-  Email viewed by Keri Oney (koney@inyocounty.us)  
2024-06-20 - 9:47:28 PM GMT
-  Document e-signed by Keri Oney (koney@inyocounty.us)  
Signature Date: 2024-06-20 - 9:48:08 PM GMT - Time Source: server
-  Agreement completed.  
2024-06-20 - 9:48:08 PM GMT







# 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

June 25, 2024

Reference ID:  
2024-367

### Inyo County Jail Security and Camera System Sheriff ACTION REQUIRED

**ITEM SUBMITTED BY**

Office of the Sheriff

**ITEM PRESENTED BY**

Shane Scott, Lieutenant

**RECOMMENDED ACTION:**

Approve and award the contract for the Inyo County Jail Security and Camera Project to Integrated Security Controls, Inc. (ISC) of Santa Rosa, CA, in an amount not exceeding \$1,234,770, and enter into standard county contract 116 for the period of June 25, 2024 through project completion, contingent upon approval of future budgets, and authorize the Sheriff or designee to sign any documents needed for the project.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Inyo County Sheriff's Office has been working diligently to upgrade the security system at the Inyo County Jail in order to improve the safety of staff and occupants of the Inyo County Jail facility. The Sheriff's Office initiated a formal procurement process, and a committee of Inyo County employees evaluated the RFP responses. Integrated Security Controls, Inc. scored the highest and was the least costly.

Responses to the RFP were as follows:

ICS base price was \$1,152,996

Alternate 1 was replacing the Tower Control Console was an additional \$81,774  
We scored this at 70,81,78, & 79 out of 100.

Siemens base price was \$2,125,0000

Add Alt. – for cable certification – Fiber/Copper was an additional \$25,000  
We scored this at 70,73, 69, & 68 out of 100.

Sierra Security base price was \$2,111,432.62

We scored this at 39, 31, 44, & 40 out of 100.

**FISCAL IMPACT:**

in

<b>Funding Source</b>	Non-General Fund CCP (AB109) funds	<b>Budget Unit</b>	022706
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<b>Budgeted?</b>	Yes	<b>Object Code</b>	5700
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
\$900,000 encumbered to start work in fiscal year 2023-2024			
<b>Future Fiscal Year Impacts</b>			
\$334,770 encumbered to complete work in fiscal year 2024-2025			
<b>Additional Information</b>			

The CCP Board authorized an estimate of \$900,000 for the Jail Security Project in April 2023, prior to the (RFP) request for proposal process was completed. All the (RFP) responses exceeded the estimated \$900,000. In June 2024, the CCP Board authorized the additional amount \$334,770 for the project.

Although money will be encumbered and some work started in June 2024, expenses will mostly occur during the next fiscal year, 2024-2025 and is included in the preliminary budget. The vendor will invoice the County monthly for work completed.

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

Your Board could reject the bid and direct staff to initiate a new process. This is not recommended as Integrated Security Controls was selected as the vendor after following a full procurement process and the selected proposal fully meets the County's needs and requirements for this project.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. ISC Scoring Sheets
2. ICS Proposal
3. Jail Security Contract - signed-1

**APPROVALS:**

Riannah Reade	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Riannah Reade	Approved - 6/19/2024
Grace Chuchla	Approved - 6/20/2024
John Vallejo	Approved - 6/20/2024
Amy Shepherd	Approved - 6/20/2024
Nate Greenberg	Approved - 6/20/2024
Stephanie Rennie	Final Approval - 6/20/2024



**Request for Proposal (RFP) Score Sheet****Project Title:** Jail Security, Control Boards, and Video Surveillance System**Evaluator Name:** Abhilash Itharaju**Company Name:** Inyo County ICS**Date:** 5/16/24**Criteria 1: Technical Specifications (30 points)** - 221.1 Compliance with Jail Security Standards (10 points) 8

- Does the proposal meet all necessary security standards required for a jail environment?
- Are the proposed systems capable of ensuring secure operations within the jail facility?

1.2 Control Board Functionality (10 points) 9

- How well does the proposal address the control board requirements specified in the RFP?
- Does the proposed control board offer the necessary functionalities for effective jail management and control?

1.3 Video Surveillance System Quality (10 points) 5

- What is the quality of the proposed video surveillance system?
- Does it provide high-definition video footage, sufficient coverage, and advanced features such as motion detection and remote access?

**Criteria 2: Cost and Value** <sup>10</sup> (20 points) - 62.1 Cost Competitiveness (<sup>5</sup>~~10~~ points) 4

- Is the proposed cost reasonable and competitive in comparison to market standards?
- Does the proposal offer value for money considering the features and functionalities provided?

2.2 Long-term Value (<sup>5</sup>~~10~~ points) 2

- How does the proposed solution demonstrate long-term value, including factors such as maintenance costs, scalability, and upgradeability?

**Criteria 3: Vendor Experience and Reputation** <sup>3</sup> (20 points) - 303.1 Vendor Experience (~~10~~ points) 20

- What is the vendor's experience in providing security solutions for jail facilities?
- Have they successfully implemented similar projects in the past?

3.2 Reputation and References (10 points) 10

- What is the reputation of the vendor in the industry?
- Are there positive references or testimonials from previous clients that speak to the vendor's reliability and quality of service?

**Criteria 4: Implementation Plan and Support (20 points) -15**

4.1 Implementation Timeline (10 points) 9

- Does the proposal include a realistic and detailed timeline for the implementation of the security system?
- Are key milestones and deliverables clearly outlined?

4.2 Training and Support (10 points) 6

- What provisions are made for training jail staff in using the security and surveillance systems?
- Does the proposal include comprehensive support services, such as maintenance, troubleshooting, and technical assistance?

**Criteria 5: Innovation and Future Readiness (10 points) -3**

5.1 Innovative Features (5 points) 2

- Does the proposal include any innovative features or technologies that differentiate it from standard security solutions?

5.2 Future Readiness (5 points) 1

- How well does the proposed solution adapt to future advancements and changes in security requirements?

**Total Score:** 70 out of 100

**Comments:** Lot of experience securing detention facilities. Half the price. Cameras sh. could be better. we should ask for an upgrade. They are very detailed with their plans. It feels like they paid attention to the RFP. i.e., their response doesn't feel templated.

81

05/16/2024  
OPENED  
@ 1158 AM

**Request for Proposal (RFP) Score Sheet**

**Project Title:** Jail Security, Control Boards, and Video Surveillance System

**Evaluator Name:** INTEGRATED SECURITY CONTROL, INC

**Company Name:** LT. SCOTT

**Date:** 05/16/2024

**Criteria 1: Technical Specifications (30 points)**

1.1 Compliance with Jail Security Standards (10 points) 9

- Does the proposal meet all necessary security standards required for a jail environment?
- Are the proposed systems capable of ensuring secure operations within the jail facility?

1.2 Control Board Functionality (10 points) 9

24

- How well does the proposal address the control board requirements specified in the RFP?
- Does the proposed control board offer the necessary functionalities for effective jail management and control?

1.3 Video Surveillance System Quality (10 points) 6

- What is the quality of the proposed video surveillance system?
- Does it provide high-definition video footage, sufficient coverage, and advanced features such as motion detection and remote access?

**Criteria 2: Cost and Value <sup>10</sup> (20 points)**

2.1 Cost Competitiveness (<sup>5</sup>10 points) 8

10

- Is the proposed cost reasonable and competitive in comparison to market standards?
- Does the proposal offer value for money considering the features and functionalities provided?

2.2 Long-term Value (<sup>5</sup>10 points) 2

- How does the proposed solution demonstrate long-term value, including factors such as maintenance costs, scalability, and upgradeability?

**Criteria 3: Vendor Experience and Reputation <sup>30</sup> (20 points)**

3.1 Vendor Experience (<sup>20</sup>10 points) 19

28

- What is the vendor's experience in providing security solutions for jail facilities?
- Have they successfully implemented similar projects in the past?

3.2 Reputation and References (10 points) 9

- What is the reputation of the vendor in the industry?
- Are there positive references or testimonials from previous clients that speak to the vendor's reliability and quality of service?

**Criteria 4: Implementation Plan and Support (20 points)**

4.1 Implementation Timeline (10 points) 9

- Does the proposal include a realistic and detailed timeline for the implementation of the security system?
- Are key milestones and deliverables clearly outlined?

4.2 Training and Support (10 points) 4

- What provisions are made for training jail staff in using the security and surveillance systems?
- Does the proposal include comprehensive support services, such as maintenance, troubleshooting, and technical assistance?

**Criteria 5: Innovation and Future Readiness (10 points)**

5.1 Innovative Features (5 points) 3

- Does the proposal include any innovative features or technologies that differentiate it from standard security solutions?

5.2 Future Readiness (5 points) 3

- How well does the proposed solution adapt to future advancements and changes in security requirements?

**Total Score:** 81 out of 100

**Comments:**

**Request for Proposal (RFP) Score Sheet****Project Title:** Jail Security, Control Boards, and Video Surveillance System**Evaluator Name:** CHRIS COX**Company Name:** INTEGRATED SECURITY CONTROLS INC**Date:** 5/16/24**Criteria 1: Technical Specifications (30 points)**1.1 Compliance with Jail Security Standards (10 points) 10

- Does the proposal meet all necessary security standards required for a jail environment?
- Are the proposed systems capable of ensuring secure operations within the jail facility?

1.2 Control Board Functionality (10 points) 7

- How well does the proposal address the control board requirements specified in the RFP?
- Does the proposed control board offer the necessary functionalities for effective jail management and control?

1.3 Video Surveillance System Quality (10 points) 7

- What is the quality of the proposed video surveillance system?
- Does it provide high-definition video footage, sufficient coverage, and advanced features such as motion detection and remote access?

**Criteria 2: Cost and Value** <sup>10</sup> **(20 points)**2.1 Cost Competitiveness (~~10~~ <sup>5</sup> points) 5

- Is the proposed cost reasonable and competitive in comparison to market standards?
- Does the proposal offer value for money considering the features and functionalities provided?

2.2 Long-term Value (~~10~~ <sup>5</sup> points) 3

- How does the proposed solution demonstrate long-term value, including factors such as maintenance costs, scalability, and upgradeability?

**Criteria 3: Vendor Experience and Reputation** <sup>30</sup> **(20 points)**3.1 Vendor Experience (~~20~~ <sup>30</sup> points) 18



- What is the vendor's experience in providing security solutions for jail facilities?
- Have they successfully implemented similar projects in the past?

3.2 Reputation and References (10 points) 8

- What is the reputation of the vendor in the industry?
- Are there positive references or testimonials from previous clients that speak to the vendor's reliability and quality of service?

**Criteria 4: Implementation Plan and Support (20 points)**

4.1 Implementation Timeline (10 points) 8

- Does the proposal include a realistic and detailed timeline for the implementation of the security system?
- Are key milestones and deliverables clearly outlined?

4.2 Training and Support (10 points) 6

- What provisions are made for training jail staff in using the security and surveillance systems?
- Does the proposal include comprehensive support services, such as maintenance, troubleshooting, and technical assistance?

**Criteria 5: Innovation and Future Readiness (10 points)**

5.1 Innovative Features (5 points) 3

- Does the proposal include any innovative features or technologies that differentiate it from standard security solutions?

5.2 Future Readiness (5 points) 3

- How well does the proposed solution adapt to future advancements and changes in security requirements?

**Total Score:** 78 out of 100

**Comments:**

COMPLETE SYSTEM, XXX TRAINING, COMPETITIVE

**Request for Proposal (RFP) Score Sheet**

**Project Title:** Jail Security, Control Boards, and Video Surveillance System

**Evaluator Name:** Danielle Sexton

**Company Name:** Integrated Security Control

**Date:** 5/16/24

**Criteria 1: Technical Specifications (30 points)**

1.1 Compliance with Jail Security Standards (10 points) 8

- Does the proposal meet all necessary security standards required for a jail environment?
- Are the proposed systems capable of ensuring secure operations within the jail facility?

1.2 Control Board Functionality (10 points) 8

- How well does the proposal address the control board requirements specified in the RFP?
- Does the proposed control board offer the necessary functionalities for effective jail management and control?

1.3 Video Surveillance System Quality (10 points) 10

- What is the quality of the proposed video surveillance system?
- Does it provide high-definition video footage, sufficient coverage, and advanced features such as motion detection and remote access?

**Criteria 2: Cost and Value <sup>10</sup> (20 points)**

2.1 Cost Competitiveness (<sup>5</sup>10 points) 5

- Is the proposed cost reasonable and competitive in comparison to market standards?
- Does the proposal offer value for money considering the features and functionalities provided?

2.2 Long-term Value (<sup>5</sup>10 points) 5

- How does the proposed solution demonstrate long-term value, including factors such as maintenance costs, scalability, and upgradeability?

**Criteria 3: Vendor Experience and Reputation <sup>30</sup> (20 points)**

3.1 Vendor Experience (<sup>20</sup>20 points) 10

- What is the vendor's experience in providing security solutions for jail facilities?
- Have they successfully implemented similar projects in the past?

3.2 Reputation and References (10 points) 8

- What is the reputation of the vendor in the industry?
- Are there positive references or testimonials from previous clients that speak to the vendor's reliability and quality of service?

*Services & Maint.*

**Criteria 4: Implementation Plan and Support (20 points)**

4.1 Implementation Timeline (10 points) 7

- Does the proposal include a realistic and detailed timeline for the implementation of the security system?
- Are key milestones and deliverables clearly outlined?

4.2 Training and Support (10 points) 5

- What provisions are made for training jail staff in using the security and surveillance systems?
- Does the proposal include comprehensive support services, such as maintenance, troubleshooting, and technical assistance?

**Criteria 5: Innovation and Future Readiness (10 points)**

5.1 Innovative Features (5 points) ~~10~~ 3

- Does the proposal include any innovative features or technologies that differentiate it from standard security solutions?

5.2 Future Readiness (5 points) ~~5~~ 4

- How well does the proposed solution adapt to future advancements and changes in security requirements?

**Total Score:** 79 out of 100

**Comments:**



# INTEGRATED SECURITY CONTROLS, INC.

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Integrated Security Controls, Inc  
3401 Industrial Dr

5/5/24

DIR# 1000034990  
CCL# 968432

Contact: John Pegram  
john.peggram@icscontrols.net  
(707) 455-6781

Jarad Regan  
jarad.regan@icscontrols.net  
(707) 455-6782

## Section 1 Cover Letter / Statement of Experience

The following proposal is in response to RFP #24-001-Jail, "Camera and Security System Upgrades Project."

ISC is pleased to provide the attached proposal to provide the scope of work outlined in RFP 24-001-Jail.

ISC specializes in detention facility security systems and has performed successful upgrade/retrofit projects of similar scope for Yuba County as well as Humboldt, Mendocino, Lassen, Stanislaus, Contra Costa, Sonoma and Amador counties. We understand the unique challenges that come with working in a secured facility and have the knowledge and experience required to the best possible service while minimizing impact on operations during construction. All of our past customers are very satisfied with our work and for the sites that are no longer under warranty, each has chosen to continue working with us through an annual maintenance contract. We view all of our projects as a long term commitment to taking the best possible care of our customers and look forward to continuing to work with Inyo County.

Integrated Security Controls, Inc.  
John Pegram  
President

  
5/5/24


## SIGNATURE AFFIDAVIT

<b>NAME OF FIRM:</b>	Integrated Security Controls, Inc
<b>STREET ADDRESS:</b>	3401 Industrial Drive
<b>CITY, STATE, ZIP</b>	Santa Rosa, CA 95403
<b>CONTACT PERSON:</b>	John Pegram
<b>PHONE #:</b>	707-479-9954
<b>FAX #:</b>	
<b>EMAIL:</b>	john.pegram@icscontrols.net

Government Code Section 6250 *et seq.*, the "Public Records Act", define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Invitation to Bid and declares that the attached proposal and pricing are in conformity therewith.

  
\_\_\_\_\_  
**Signature**  
John Pegram  
\_\_\_\_\_  
**Name (type or print)**

President & CEO  
\_\_\_\_\_  
**Title**  
5/4/2024  
\_\_\_\_\_  
**Date**

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)  
Amendment to RFP 24-001-JAIL#



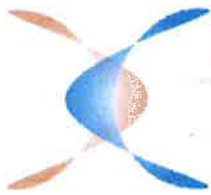
# INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

## Section III - Table of Contents

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## Section IV - Business Profile

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### **Company Overview**

Integrated Security Controls Inc. (ISC) is a corporation located in Santa Rosa California. ISC is focused on meeting the needs of California Adult and Juvenile detention facility's Security Electronics needs. Since 2011, Integrated Security Controls has done work for the Counties of Amador, Colusa, Lassen, Humboldt, Mendocino, Monterey, Sacramento, San Luis Obispo, Santa Cruz, Solano, Sonoma, Stanislaus, Ventura and Yuba. We provide state of the art, custom, non-proprietary security electronics controls solutions to adult and juvenile detention facilities in California. We are currently working on projects in Contra Costa, Stanislaus, Fresno, Colusa, Mendocino and Yuba Counties. We currently have 17 employees working on these projects. Staffing levels range between 17 to 30 employees depending on the number of projects in house.

ISC started in 2011 as Integrated Control Systems, LLC (ICS). It was determined that an S Corp would be a better structure for the company, so in 2015, the change was made. The name "Integrated Control Systems, Inc" was not available as an S Corp, so the name was changed to Integrated Security Controls, Inc.

### **Qualifications and Experience**

John Pegram, Owner of Integrated Control Systems, received his degree in Electrical Engineering (BSEE) from California State University, Fresno (Fresno State) in 1994, and has done Security Electronics Controls for detention facilities in California and Washington State for his entire 30 year career. John holds C7 and C10 contractors licenses and is also a Registered Communications Distribution Designer (RCDD) with BICSI.

Jarad Regan is the Operations Manager for Integrated Security Controls. He is in charge of Engineering and Service for ISC. Jarad has studied Engineering at UC Davis, and Law at Ohio State University. He has been performing and managing jail controls upgrades since 2014.



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ISC has installed a complete integrated PLC/Touchscreen Control Systems for several California Counties including Yuba, Colusa, Humboldt, Amador, Lassen and Mendocino County Jails with door control, intercom, analog to digital video conversion for existing surveillance cameras, IP camera installation, and video retention for one year.

## **Legal/Litigation**

ISC has not had any legal action in our history

## **Fraud**

Nothing to report

## **Debarments, Suspensions and others**

Nothing to report

## **Violations**

Nothing to report

## **Controlling or Financial Interest**

John Pegram is the 100% owner of Integrated Security Controls, Inc. ISC does not have any ownership of other companies. No other Company has any ownership in ISC.

## **Quality Control**

ISC understands the challenges of working in an operating Correctional Facility. We have strict tool management procedures that ensure that we are working in a manner that minimizes the risk to our personnel as well as County Staff.

John Pegram and Jarad Regan will oversee the Engineering and Installation team for this project. Stacy Pegram (The office manager) will handle all billing, insurance and certification reporting requirements for the project.

ISC has 17 permanent employees with experience in performing or managing jail control upgrades. As an IBEW union shop with IBEW local 551, ISC is able to hire qualified field personnel as needed to complete large projects like the Inyo County Jail upgrade.





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Submittals will be provided to make sure the County understands the specifics of the work that will be done, and the products that will be used.

Project communications will be directed through the proper designated channels to ensure that all work is done by means, methods, and on a schedule approved by the County.

Any issues that arise from the view of the County would be reported to John Pegram, who would communicate with the ISC team to resolve the issue.



## **Section V - Proposed Services, Configuration, and Documentation**

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### **Camera System**

We propose using the Avigilon Control Center 7 Enterprise edition video management system (VMS) with new Avigilon IP cameras to achieve the County's goals for this project.

#### **Avigilon Control Center 7 Enterprise**

- Video retention for all cameras.
  - Video will be recorded at 15 fps on motion, and at 1 fps all other times.
    - RFP Item #4 requires "7.5 up to 30 fps" as determined by Jail personnel. For the purpose of this fixed cost bid we have assumed all cameras will be recorded at 15fps. If the average frames per second across all cameras exceeds 15 fps there will be additional cost.
  - Full resolution video will be retained for 6 months.
  - Low resolution video will be retained for an additional 18 months, providing 24 months total video retention.
- Ability to search for video by time, location and motion event and export video to portable media including CD/DVD ROM, USB storage, or external drive for investigation or use as evidence.
- Ability to watermark and export a secure video file for use as evidence.
- Additional workstations can be added anywhere on the network. Avigilon ACC Enterprise permits an unlimited number of clients with no additional license required.
- Remote access is available through a web browser or iOS and Android applications.
  - Requires connection to the internet / WAN. WAN connection is not included and must be provided by County IT.
- H265 support in the VMS.
- Where camera cable is added, Cat 6 cable will be used.
  - RFP Item 22 specifies "Cat 6E". Cat 6E is not an accepted TIA standard, though it is used as a marketing term by some manufacturers.



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## Video Workstations (Qty 7)

- Central Control
  - Central Control will receive one workstation with two monitors.
- Booking
  - Booking will receive one workstation with two monitors.
- Dispatch
  - Dispatch will receive one workstation with one monitor
- Video workstations will consist of one Dell Precision 3460 tower and BenQ 24" 1080P monitors, qty as described above, running the Avigilon Control Center 7 Client software.
- The Dell workstations will have Windows 10, Intel Pentium i7 CPU, Radeon GPU, SSD hard drive, and CD/DVD RW drives.

## Avigilon HD-NVR5 Premium (Qty 1)

- 96TB of RAID 6 storage for performance and data redundancy. RAID 6 permits the failure of 2 drives per disk array with no loss of data.
- Windows Server 2019 OS
- Intel Xeon Processor.
- 16GB DDR4 RAM.
- Redundant Hot Swappable Power Supply.

## Stonefly Network Attached Storage

- 500TB Usable Storage Space
- RAID 6 iSCSI network attached storage (NAS).
- RAID 6 with one hot spare per 12 drives for additional fault tolerance.
- Can be expanded to allow additional storage in the future.

## Avigilon 2MP Domes

- 1080P resolution.
- On camera analytics to analyze video and trigger alarms.
- Low light capability.
- Outdoor, weather resistant (IP66) rated dome housing.
- Vandal resistant (IK10) for durability in a corrections environment.



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- Power Over Ethernet (POE) provides power and data over a single cable to simplify installation and maintenance, and reduce materials cost.
- *All cameras will reuse existing camera cables. If any cables are found to have existing damage, they will be replaced at additional cost.*

## Avigilon 2MP PTZ

- 1080P resolution.
- 36 x Optical Zoom.
- Ability to create preset guard tours and other routines.
- On camera analytics to analyze video and trigger alarms.
- Low light capability.
- Outdoor, weather resistant (IP66) rated dome housing.
- Vandal resistant (IK10) for durability in a corrections environment.
- Power Over Ethernet (POE) provides power and data over a single cable to simplify installation and maintenance, and reduce materials cost.

## Touchscreen Control Stations (TCS)

- Touchscreen controlled workstations.
  - ISC will provide seven complete TCS workstations
    - Each will have a 32" touchscreen plus a 24" monitor to handle intercom call ups.
    - Workstations will be located in Central Control, Booking, Dispatch, and the Medical Office.
  - The TCS is a client/server based system. It communicates with the other systems via the IP network. The TCS serves as the access point to the Human Machine Interface System, or HMI System.
  - New ELO Intellitouch technology 32" color HD 1080P touchscreen monitors will be installed. ISC has used these monitors in several similar jail facilities.
  - Each TCS will have its own Dell Precision 3460 computer to run the HMI application.
  - Each TCS will receive a Harding Touchscreen Master Station to make and receive intercom calls directly from the touchscreen.
  - Surveillance video will be integrated with the intercom system to provide relevant camera call ups for each intercom call.
  - The Client Computer will be supported by an Uninterruptible Power Supply (UPS) sized to provide approximately 10 minutes of backup power, with the attached load of the Client Computer and its associated TCS.



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## Human Machine Interface Software (HMI)

- ISC proposes using Ignition by Inductive Automation, a Sacramento based company, as the HMI software. Ignition is a server based, operating system agnostic HMI/SCADA program that offers the flexibility, scalability, and power needed to control a jail. We have used Ignition successfully in several facilities in Northern California<sup>1</sup>. The Ignition license includes an unlimited number of applications and client stations, allowing for future expansion without the need to purchase additional licensing.
- Ignition will be hosted on redundant servers running linux OS software. The redundant server configuration allows one server to take over in the event the other fails. This is vital in facilities like a jail which require 100% uptime.
- ISC will work with the county to develop an HMI application that meets the County's needs. We will develop a theory of operations and work with the county to develop base maps, touchscreen icons, and other HMI elements to work with the facility's operating procedures. See Attachment 1 for a sample screenshot from an Ignition installation we performed.

## Intercom System

- The existing intercom head end hardware will be removed and replaced with Harding digital intercom controllers.
  - We propose using Harding 600 series VOIP intercoms to replace the existing analog intercom stations.
  - This proposal includes replacing existing intercom cable with Cat 6 cable to support new VOIP intercoms.
- Each new work station will receive a touchscreen master station to make and receive intercom calls using the new TCS.
- A Harding Paging Zone Expander (PZE-110) will be used to connect the existing paging speakers with the new Harding head end.

## Virtual Private Network (VPN)

- ISC will provide a VPN for remote access to the video surveillance and controls system.
  - This proposal includes a Ubiquiti Dream Machine Pro to establish a VPN.
  - If County IT requires specific hardware / software to create a VPN, there may be additional cost

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<sup>1</sup> Colusa, Mendocino, Lassen, Amador, Yuba, and Humboldt counties.



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## Air Conditioning Unit

- ISC will install a Tripp Lite SRCOOL7K rack mount air conditioning unit in the existing central control rack.
  - The AC unit will require 8U of rack space, and a dedicated 120V/15A circuit.

## Fiber Optic Backbone

- ISC will install singlemode fiber between each of the switch locations being added as part of this project.



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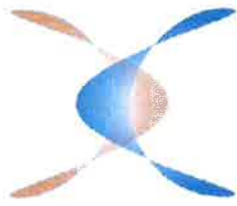
## Section VI - Cost

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**Base Price**                    **\$1,152,996 (Includes tax on Materials)**

**Alternate 1**

Replace Housing Control Console with Winsted Sit/Stand **\$81,774**



# INTEGRATED SECURITY CONTROLS, INC

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## **Section VII - Project Implementation Management**

---

### **Project Approach**

The first step will be to do further detailed field investigation in order to complete the design and engineering of the new systems. Once engineering documents are complete, they will be submitted to the County for review to make sure everyone is on the same page. Once submittals are approved, materials will be ordered. While awaiting the arrival of materials, raceway installation will proceed for backbone infrastructure. Once Backbone infrastructure is in place, head end control equipment can be installed to support the new cameras and controls.

Work will be phased in such a way as to minimize downtime of any areas or systems. ISC will coordinate all work with the jail staff to minimize downtime, ensure proper staffing, and restore control functions as quickly as possible.

### **Implementation Plan and Schedule**

See Schedule on next page

### **Project Team Organization Chart**

John Pegram President - Administrative Project Manager  
Jarad Regan Operations Manager - Project Manager  
Blake Zuniga Electrical Engineer - Design/Programming  
General Foreman TBD on award  
Site Supervisor - TBD on Award

### **Project Control Document**

Project Control documents will be provided upon award of Contract

### **Integration of New Services**

Training Plan to be provided on award of Project







# INTEGRATED SECURITY CONTROLS, INC.

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## Section VIII - References

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### ***Project References***

- 1) Integrated Security Controls has been doing business for over 12 years.
- 2) Integrated Security Controls has been doing security controls work in the State of California for over 12 years.
- 3) Location of other control projects in use in California
  - a) Contra Costa County Martinez Detention Facility Controls Upgrade
  - b) Contra Costa County West Detention Facility Controls Upgrade
  - c) Humboldt Jail Video and Controls Upgrade
  - d) Stanislaus County PSC West Controls Upgrade
  - e) Yuba County Jail Controls Upgrade
  - f) Amador County Jail Control Systems Upgrade
  - g) Sacramento County Main Jail Intercom Upgrade
  - h) Monterey County New Juvenile Hall
  - i) Stanislaus REACT Center New Construction
  - j) Lassen County Jail Video Surveillance Upgrade
  - k) Sacramento County RCCC SBF Intercom System Replacement
  - l) Lassen County Juvenile Hall Controls Upgrade
  - m) Lassen County Jail Security Controls Upgrade
  - n) Mendocino County Jail Security Controls Upgrade
  - o) Sonoma County Juvenile Hall Intercom System replacement
  - p) Mendocino County Juvenile Hall Security Controls Upgrade
  - q) Sonoma County Juvenile Hall Video Recording System
  - r) San Luis Obispo County Jail West Housing Interposing Relays
  - s) San Luis Obispo County Jail West Housing Backup PLC
  - t) San Luis Obispo County Jail West Housing 300, 500, and 600 Unit PLC Controls
  - u) San Luis Obispo County Jail West Housing Backup Computers
  - v) Sonoma County Energy Monitoring and Verification
  - w) Sonoma County MADF Dayroom IP Camera system Design
  - x) Sonoma County MADF Module Touchscreen Upgrades
  - y) Solano County Juvenile Justice Center CCTV Recording Needs Assessment



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- z) Santa Cruz County Juvenile Justice Center Touchscreen Replacements
  
- 4) All Integrated Security Controls correctional projects have been for local county government entities in the state of California.

## Current Customers

### 1) Amador County Jail

- a) Date of Original Contract 11/7/2017
- b) Type Adult Detention Facility, 76 Inmates
- c) Facility Name Amador County Jail
- d) Contact Capt. Brian Middleton  
700 Court St  
Jackson, CA 95642  
(209) 223-6522  
[bmiddleton@amadorgov.org](mailto:bmiddleton@amadorgov.org)

### 2) Mendocino County Sheriff's Office

- a) Date of Original Contract 9/24/2013
- b) Type Adult Detention Facility, 364 Inmates
- c) Facility Name Mendocino County Jail
- d) Contact Captain Timothy Pearce  
Mendocino County Sheriff's Office  
951 Low Gap Rd  
Ukiah, CA 95482  
(707) 463-4559  
[pearcet@co.mendocino.ca.us](mailto:pearcet@co.mendocino.ca.us)

### 3) Lassen County Sheriff's Office

- a) Date of Original Contract 6/22/2015
- b) Type Adult Detention Facility, 156 Inmates
- c) Facility Name Lassen County Jail
- d) Contact John Mineau (Undersheriff)  
Lassen County Sheriff's Office  
1415 Sheriff Cady Ln.



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Susanville, CA 96130  
530) 310-3102  
[mineau@co.lassen.ca.us](mailto:mineau@co.lassen.ca.us)

#### 4) Sacramento Sheriff's Office

e) Date of Original Contract 5/18/2016  
f) Type Adult Detention Facility, 2,432 Inmates  
g) Facility Name Sacramento County Main Jail  
h) Contact: Edward Go  
County of Sacramento Architectural Services  
9660 Ecology Lane  
Sacramento, CA 95827  
(916) 876-6343  
[goe@saccounty.net](mailto:goe@saccounty.net)

#### 5) Sacramento Sheriff's Office

i) Date of Original Contract 8/3/2015  
j) Type Adult Detention Facility, 1,625 Inmates  
k) Facility Name Rio Cosumnes Correctional Center  
l) Contact: Christine Redlon  
Sacramento County Sheriff's Dept  
12500 Bruceville Rd.  
Elk Grove, CA 95757  
(916) 874-1954  
[credlon@sacsheriff.com](mailto:credlon@sacsheriff.com)



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## Recent Upgrade / Retrofit Contracts

### Humboldt County Jail Control Panel Replacement

Installed new HMI (Ignition by Inductive Automation), PLC (Modicon M580), Harding DXL intercom system, and Milestone VMS with 78 new IP cameras.

Date of Original Contract 7/23/2019  
Name Humboldt County Controls Upgrade  
Location Eureka, CA  
Address 826 4th St, Eureka, CA 95501  
Type Adult Detention Facility, 417 Inmates  
SI Role Complete controls upgrade.  
SI Contract Sum Original \$1,413,699.00

#### Project References:

Owner Contact: Lt. Dennis Griffin  
826 4th St  
Eureka, CA 95501  
(707) 441-5101  
dgriffin@co.humboldt.ca.us

### Amador County Jail Control Panel Replacement

Installed new HMI (Ignition by Inductive Automation), PLC (Modicon M580), Harding DXL intercom system, and Milestone VMS with 55 new IP cameras. This retrofit took place in a jail that was operating at maximum capacity for the entire construction period.

Date of Original Contract 11/7/2017  
Name Amador County Jail Control Panel Replacement  
Location Jackson, CA  
Address 700 Court St. Jackson, CA 95642  
Type Adult Detention Facility, 78 Inmates  
SI Role Complete controls upgrade.  
SI Contract Sum Original \$537,346.00



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## Project References:

Owner Contact: Lt. Adam Stone  
700 Court St.  
Jackson, CA 95642  
(209) 223-6319  
[astone@amadorgov.org](mailto:astone@amadorgov.org)

### Sacramento Main Jail Intercom Noise Level Monitoring System Replacement

This project involved the phased removal of existing intercom hardware and installation of a new Harding DXL intercom system. ISC was initially hired to replace the intercoms in a single unit, the facility was extremely happy with our work and hired ISC to replace all intercoms in the facility. The project proceeded in phases by housing unit to minimize impact on operations, and all intercoms in the facility will be replaced upon project completion.

Date of Original Contract	5/17/2016
Name	Sacramento Main Jail NLM System Replacement
Location	Sacramento Main Jail
Address	651 I St, Sacramento CA 95814
Type	Adult Detention Facility, 2,432 Inmates
SI Role	Install new intercom stations and head end equipment.
SI Contract Sum Original	\$110,000 (first phase only)
SI Contract Sum Final	\$1,201,424 (with all phases included)

## Project References:

Owner Contact: Edward Go  
County of Sacramento Architectural Services  
9660 Ecology Lane  
Sacramento, CA 95827  
(916) 876-6343  
[goe@saccounty.net](mailto:goe@saccounty.net)



# INTEGRATED SECURITY CONTROLS, INC.

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Construction Manager: Abraham Vang  
Northstar Construction  
1282 Stabler Ln, #630-109  
Yuba City, CA 95993  
(530) 673-1732  
abe@northstarconstruction.biz

## Lassen County Jail and Juvenile Hall Security Controls Replacement

This project was a complete controls retrofit for both the Jail and Juvenile Hall in Lassen County. The project included the removal of PLC door and intercom controls for both facilities, and the installation of all IP based controls including Modicon M340 PLC, Harding Instruments DXL intercom equipment, and seven 32" Touchscreen HMI Monitors. The system is server based using Ignition Software from Inductive Automation. (a Sacramento company). The system also incorporated audio recording, and the integration of inmate information into the touchscreen system.

Date of Original Contract 6/22/2015  
Name Lassen County Jail / Juvenile Hall Security Controls  
Replacement  
Location Lassen County Jail, Susanville CA  
Address 1405 Sheriff Cady Rd Susanville, CA 96130  
Type Adult Detention Facility/Juvenile Detention Facility  
SI Role Replace PLC Controls, Intercom System, Video Surveillance, Inmate Data Integration  
SI Contract Sum Original \$459,080  
SI Contract Sum Final \$504,772 (Added Video Integration, Crimestar Integration)  
Project References:  
Owner Contact: John Mineau (Undersheriff)  
Lassen County Sheriff's Office  
1415 Sheriff Cady Ln.  
Susanville, CA 96130  
(530) 310-3102  
jmineau@co.lassen.ca.us



# INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

Construction Manager: Larry Millar (Director)  
Lassen County Public Works  
Sacramento, CA 95827  
(530) 251-8289  
lmillar@co.lassen.ca.us

## Mendocino County Jail Security Controls Replacement

This project was a complete controls retrofit for the Mendocino County Jail. Prior to the retrofit, the facility had two Central Control rooms, one for each of the two main jail buildings. This project included the removal of all existing controls equipment from two Central Control rooms in two separate buildings and the installation of Touchscreen/PLC controls that allow the facility to be run entirely from one Central Control room. The project included the installation of the same Harding Instruments IP Intercom system now being proposed by us for the Del Norte County Juvenile Hall system. The Mendocino County Jail project also included the installation of a new integrated IP video management system as well as RFID Key fob control for primary movement doors to take some of the load off of Central Control.

Date of Original Contract 9/24/2013  
Name Security Controls Replacement  
Location Mendocino County Jail, Ukiah  
Address 951 Low Gap Rd Ukiah, CA 95482  
Type Adult Detention Facility, 301 Inmates  
SI Role Replace PLC Controls, Intercom System, Video Surveillance  
SI Contract Sum Original \$393,721  
SI Contract Sum Final \$431,227 (Additional IP Cameras added)  
Project References:  
Owner Contact: Captain Timothy Pearce  
Mendocino County Sheriff's Office  
951 Low Gap Rd  
Ukiah, CA 95482  
(707) 463-4559  
[pearcet@co.mendocino.ca.us](mailto:pearcet@co.mendocino.ca.us)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2024

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

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

<b>PRODUCER</b> Calender-Robinson Company, Inc. 0267063 233 Sansome St. Ste 508 San Francisco CA 94104	<b>CONTACT NAME:</b> Nenette Murata <b>PHONE (A/C, No, Ext):</b> (415) 978-3800 <b>E-MAIL ADDRESS:</b> nmurata@calrob.com	<b>FAX (A/C, No):</b> (415) 978-3825
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> INTEGRATED SECURITY CONTROLS, INC 789 LOMBARDI COURT #204 SANTA ROSA CA 95407	<b>INSURER A:</b> U.S. Specialty Insurance Company	
	<b>INSURER B:</b> AmGuard Insurance Company	
	<b>INSURER C:</b> Insurance Company of the West	
	<b>INSURER D:</b> Hartford Underwriters Ins. Co.	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 30104

**COVERAGES**      **CERTIFICATE NUMBER:** CL2412337869      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			U23AC102068-06	12/19/2023	12/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PER PROJ AGG \$ 10,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INAU427922	12/22/2023	12/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			U23AC102068-06	12/19/2023	12/19/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WPL 5069506 01	01/21/2024	01/21/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	INSTALLATION COVERAGE			57SBAAY1ZN9	12/19/2023	12/19/2024	LIMIT \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Sonoma County Library 6135 State Farm Drive Rohnert Park CA 94928	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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No.	Requirement/Specification	Comply	Don't Comply	Explain Non-Compliance
1	New cameras shall be IP-based with a minimum 1080P resolution (i.e. Axis M11 series) or IP 3 MP or better. Some cameras will need PTZ capability. All should accommodate excellent low-lux and IR exposure, capable of progressive scan, and lenses that accommodate the required coverage area as determined by the Sheriff's Office. These cameras will vary from wide/tele lens, outdoor rated, encased in tamper proof domes, some with PTZ capability, plus appropriate mounting hardware/brackets specific to the camera type/location being installed.	Yes		
2	Encoding capability of H.265 or better.	Yes		
3	Provide and install necessary servers and software to allow retention of camera recording for all cameras for a two (2)-year duration. Six (6) months of video shall be retained at full resolution (100%). The recordings shall be compressed and retained for the remaining eighteen (18) months.	Yes		
4	Recording system and cameras should accommodate variable frame rates on each camera as necessary and determined by jail personnel (7.5 fps up to 30 fps).	Yes		
5	Provide necessary Type EMT conduit where needed, complying with all local, state and federal regulations, California regulations Title 15 Division 1 and Title 24.	Yes		
6	Install necessary software and hardware for remote access via secure Virtual Private Network approved by County IT.	Yes		
7	Install a rack air conditioning unit on existing rack in Central Control; Inyo County Sheriff will be responsible for exhaust of A/C.	Yes		
8	Provide and install (quantity) 32" high definition monitors in (quantity) different locations within the Jail; Monitors shall each be attached by individually adjusting fully articulating monitor mounts for viewing on existing desks in each location.	Yes		
9	Provide and install a locking wall mount rack for termination of cameras where needed.	Yes		
10	Provide and install (3) 48 port Gigabit Layer 3 network switches with 10GB transceivers.	Yes		
11	Provide and install 10 GB fiber installation in all necessary locations, utilizing existing conduit where applicable.	Yes		
12	Provide and install all security fasteners and compression connectors for all conduit. All security fasteners shall match what is currently being used by the facility.	Yes		
13	All cables shall be supported, and all cables and electrical wires shall be installed by a licensed contractor.	Yes		
14	Provide and install necessary software/hardware for ability to view County Jail cameras by secure administration rights.	Yes		
15	Maintain all existing security equipment operational and functional from the time the contract is awarded, throughout the installation of upgrades for all hardware and software components associated with this RFP, including providing manufacturer's latest version of software and/or firmware associated with this project.		No	There will be periods of down time/key operation for parts of the system during the demolition and retrofit. ISC will minimize down time and coordinate with Inyo Sheriff
16	Remove and dispose of all equipment that are not and will not be used.	Yes		
17	Warranty on all equipment and systems for a period of two (2) years at no additional cost to the Sheriff's Office. The warranty shall cover all costs for WARRANTY SERVICES, including parts, labor, prompt field service, pick-up and transportation. Warranty begins when system commissioning is completed, punch list items resolved, and Sheriff's Office provides written acceptance of system. Warranty must be backed (in writing) by the manufacturer.	Yes		
18	Provide remote interface for troubleshooting and maintenance that the user will activate and de-activate to ensure that unauthorized remote access to the security control system does not occur.	Yes		
19	Provide extended Maintenance Service beyond the required 2-year warranty period on a time and material basis for each of the systems. Service Technician must respond within 8 hours 24/7 (weekends and holidays included).	Yes		
20	Include enough camera licenses to accommodate camera inventory.	Yes		
21	All cameras will be installed in a workmanlike and secure fashion and aimed/installed in accordance with the necessary field of view as described by the Sheriff's Office and in accordance with manufacturer's instructions.	Yes		
22	Install and provide all cabling and connections. Camera IP cabling should be robust enough for all necessary video bandwidth and rated for PoE (CAT-6E).	Yes		

Section X Compliance, Exceptions, Objections

23	All cabling shall be labeled at both ends of the cable run using permanent/legible typed labels and created by a Brady LS-200 label maker or equivalent system.	Yes		
24	Label each end of conduit and/or individual cable end in a clear manner by designating the location of the other conduit end (i.e. room name, junction box number, etc.).	Yes		
25	All wiring installed will be of continuous run - no splicing will be allowed.	Yes		
26	No compression connectors (beanies) or wire nuts may be used.	Yes		
27	No wiring will be exposed to unsecured access.	Yes		
28	Awarded contractor will be responsible for removing cabling for old analog cameras and any other unused equipment related to the current camera recording system.	Yes		
29	Wiring will be run in current cable trays/conduit where available. Where not available and where required, cable trays and conduit will be installed.	Yes		
30	All wire runs will be EMT conduit unless above hard deck ceiling with the exception of the Head End.	Yes		
31	All exposed EMT, accessible to inmates, shall be covered with a 1/8" mild steel flanged metal channel. The channel shall be drilled for mounting to walls and permanently mounted to the wall with tamper-resistant, hammer driven security anchors.	Yes		
32	All screws used shall be security type 4 (four). Copies of the security head used will be provided to the owner upon conclusion of the project.	Yes		
33	Conduit will be a minimum of 3/4 inch sized (post 3/4 filled standard) with 30% room for expansion.	Yes		
34	Any new conduit shall be reamed to eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip all conduits with plastic or nylon pull-string with a minimum test rating of 200 lb.	Yes		
35	Install a nylon pull wire in each empty conduit, leaving at least eight inches slack at each end.	Yes		
36	All video equipment, cable, conduit or wiring shall conform to the interior décor standards, and all applicable local, state and federal codes.	Yes		Unsure what County Decor Standards are, but will do our best to comply
37	All infrastructure installed will be expected to withstand the normal, routine actions in the area in which installed and shall be guaranteed as such.	Yes		
38	Provide sleeves where required for wall and ceiling penetrations. Provide core drilling where required for sleeve installation.	Yes		
39	Sleeves as needed shall be EMT conduit and shall be provided with insulated throat bushings for each end.	Yes		
40	Provide a qualified Project Manager to be in charge of the work at all times and be present at the job site as required during the installation.	Yes		
41	The work shall be performed by skilled installers under the direction of a(n) experienced technician(s), all of whom shall be properly trained and qualified for this work.	Yes		
42	The Vendor shall provide initial onsite staff training on video monitoring/recording platform upon completion of installation, and ongoing quarterly remote training via web conferencing or video conferencing.	Yes		
43	All work at the facility must be accomplished with the least amount of downtime and disruption to Jail operations as possible. Work must be performed in a phased approach so that only one housing area is without cameras at any one time.	Yes		
44	Provide Sheriff's Office with two sets of AutoCad printed (D50 size) drawings and two flashdrives as backups containing the AutoCad information in PDF format and DWG format.	Yes		

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INTERGRATED SECURITY CONTROLS, INC.  
FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the PROFESSIONAL services of INTEGRATED SECURITY, CONTROL AND MAINTENANCE of INTERGRATED SECURITY CONTROL (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 Shane Scott, whose title is: Jail Lieutenant. 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 June 18, 2024 to February 28, 2025 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One million two hundred thirty four thousand seven hundred seventy Dollars

(\$ 1,234,770.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, 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 C 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  
INYO COUNTY SHERIFF-LT. SCOTT Department  
P.O. DRAWER 5 Address  
INDEPENDENCE, CA 93526 City and State

Contractor:  
INTERGRATED SECURITY CONTROLS Name  
3401 INDUSTRIAL DRIVE Address  
SANTA ROSA, CA 95403 City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND INTERGRATED SECURITY CONTROLS, INC.**  
**FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: John D. Pagan  
Signature

\_\_\_\_\_  
Print or Type Name

John D. Pagan  
Print or Type Name

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

Dated: 6/19/24

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Weitz

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INTERGRATED SECURITY CONTROLS, INC.  
FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM SERVICES**

**TERM:**

**FROM:** June 25, 2024 **TO:** February 28, 2025

**SCOPE OF WORK:**

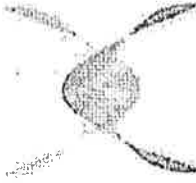
The contractor will install a security camera system, intercom system, data video recording system, and integrated building control system at the Inyo County Jail (address: 550 S. Clay St., Independence, CA) in accordance with the details and specifications provided on the following seven pages.

The contractor will maintain all existing security operational and functional from the time the contract is awarded., throughout the installation of upgrades for all hardware and software components associated with this RFP, including providing manufacturers latest version of software and/or firmware.

Warranty on all equipment and systems for a two (2) years at no additional cost to the Sheriff's Office. The warranty shall cover all costs for "WARRANTY SERVICES", including parts, labor, prompt field service, pick-up and transportation. Warranty begins when system commissioning is completed, punch list items resolved, and the Sheriff's Office provides written acceptance of system. Warranty must be backed in writing by manufacturer. Provide extended Maintenance Service beyond the required 2-year warranty period on a time and material basis for each of the systems. Service Technician must respond within 8 hours 24/7 (weekends and holidays included)

Project Control documents will be provided upon award of contract.

Training plan will be provided upon award of the contract.



# INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)466-6789 | FAX (707)466-6689

## Section V - Proposed Services, Configuration, and Documentation

---

### Camera System

We propose using the Avigilon Control Center 7 Enterprise edition video management system (VMS) with new Avigilon IP cameras to achieve the County's goals for this project.

#### Avigilon Control Center 7 Enterprise

- Video retention for all cameras.
  - Video will be recorded at 15 fps on motion, and at 1 fps all other times.
    - RFP Item #4 requires "7.5 up to 30 fps" as determined by Jail personnel. For the purpose of this fixed cost bid we have assumed all cameras will be recorded at 15fps. If the average frames per second across all cameras exceeds 15 fps there will be additional cost.
  - Full resolution video will be retained for 6 months.
  - Low resolution video will be retained for an additional 18 months, providing 24 months total video retention.
- Ability to search for video by time, location and motion event and export video to portable media including CD/DVD ROM, USB storage, or external drive for investigation or use as evidence.
- Ability to watermark and export a secure video file for use as evidence.
- Additional workstations can be added anywhere on the network. Avigilon ACC Enterprise permits an unlimited number of clients with no additional license required.
- Remote access is available through a web browser or IOS and Android applications.
  - Requires connection to the internet / WAN. WAN connection is not included and must be provided by County IT.
- H265 support in the VMS.
- Where camera cable is added, Cat 6 cable will be used.
  - RFP Item 22 specifies "Cat 6E". Cat 6E is not an accepted TIA standard, though it is used as a marketing term by some manufacturers.



# INTEGRATED SECURITY CONTROLS, INC.

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## Video Workstations (Qty 7)

- Central Control
  - Central Control will receive one workstation with two monitors.
- Booking
  - Booking will receive one workstation with two monitors.
- Dispatch
  - Dispatch will receive one workstation with one monitor
- Video workstations will consist of one Dell Precision 3460 tower and BenQ 24" 1080P monitors, qty as described above, running the Avigilon Control Center 7 Client software.
- The Dell workstations will have Windows 10, Intel Pentium i7 CPU, Radeon GPU, SSD hard drive, and CD/DVD RW drives.

## Avigilon HD-NVR5 Premium (Qty 1)

- 96TB of RAID 6 storage for performance and data redundancy. RAID 6 permits the failure of 2 drives per disk array with no loss of data.
- Windows Server 2019 OS
- Intel Xeon Processor.
- 16GB DDR4 RAM.
- Redundant Hot Swappable Power Supply.

## Stonefly Network Attached Storage

- 500TB Usable Storage Space
- RAID 6 iSCSI network attached storage (NAS).
- RAID 6 with one hot spare per 12 drives for additional fault tolerance.
- Can be expanded to allow additional storage in the future.

## Avigilon 2MP Domes

- 1080P resolution.
- On camera analytics to analyze video and trigger alarms.
- Low light capability.
- Outdoor, weather resistant (IP66) rated dome housing.
- Vandal resistant (IK10) for durability in a corrections environment.



# INTEGRATED SECURITY CONTROLS, INC.

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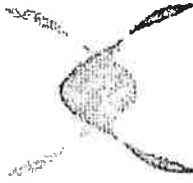
- Power Over Ethernet (POE) provides power and data over a single cable to simplify installation and maintenance, and reduce materials cost.
- *All cameras will reuse existing camera cables. If any cables are found to have existing damage, they will be replaced at additional cost.*

## Avigilon 2MP.PTZ

- 1080P resolution.
- 36 x Optical Zoom.
- Ability to create preset guard tours and other routines.
- On camera analytics to analyze video and trigger alarms.
- Low light capability.
- Outdoor, weather resistant (IP66) rated dome housing.
- Vandal resistant (IK10) for durability in a corrections environment.
- Power Over Ethernet (POE) provides power and data over a single cable to simplify installation and maintenance, and reduce materials cost.

## Touchscreen Control Stations (TCS)

- Touchscreen controlled workstations.
  - ISC will provide seven complete TCS workstations
    - Each will have a 32" touchscreen plus a 24" monitor to handle intercom call ups.
    - Workstations will be located in Central Control, Booking, Dispatch, and the Medical Office.
  - The TCS is a client/server based system. It communicates with the other systems via the IP network. The TCS serves as the access point to the Human Machine Interface System, or HMI System.
  - New ELO Intellitouch technology 32" color HD 1080P touchscreen monitors will be installed. ISC has used these monitors in several similar jail facilities.
  - Each TCS will have its own Dell Precision 3460 computer to run the HMI application.
  - Each TCS will receive a Harding Touchscreen Master Station to make and receive intercom calls directly from the touchscreen.
  - Surveillance video will be integrated with the intercom system to provide relevant camera call ups for each intercom call.
  - The Client Computer will be supported by an Uninterruptible Power Supply (UPS) sized to provide approximately 10 minutes of backup power, with the attached load of the Client Computer and its associated TCS.



# INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

## Human Machine Interface Software (HMI)

- ISC proposes using Ignition by Inductive Automation, a Sacramento based company, as the HMI software. Ignition is a server based, operating system agnostic HMI/SCADA program that offers the flexibility, scalability, and power needed to control a jail. We have used Ignition successfully in several facilities in Northern California<sup>1</sup>. The Ignition license includes an unlimited number of applications and client stations, allowing for future expansion without the need to purchase additional licensing.
- Ignition will be hosted on redundant servers running linux OS software. The redundant server configuration allows one server to take over in the event the other fails. This is vital in facilities like a jail which require 100% uptime.
- ISC will work with the county to develop an HMI application that meets the County's needs. We will develop a theory of operations and work with the county to develop base maps, touchscreen icons, and other HMI elements to work with the facility's operating procedures. See Attachment 1 for a sample screenshot from an Ignition installation we performed.

## Intercom System

- The existing intercom head end hardware will be removed and replaced with Harding digital intercom controllers.
  - We propose using Harding 600 series VOIP intercoms to replace the existing analog intercom stations.
  - This proposal includes replacing existing intercom cable with Cat 6 cable to support new VOIP intercoms.
- Each new work station will receive a touchscreen master station to make and receive intercom calls using the new TCS.
- A Harding Paging Zone Expander (PZE-110) will be used to connect the existing paging speakers with the new Harding head end.

## Virtual Private Network (VPN)

- ISC will provide a VPN for remote access to the video surveillance and controls system.
  - This proposal includes a Ubiquiti Dream Machine Pro to establish a VPN.
  - If County IT requires specific hardware / software to create a VPN, there may be additional cost

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<sup>1</sup> Colusa, Mendocino, Lassen, Amador, Yuba, and Humboldt counties.



# INTEGRATED SECURITY CONTROLS, INC.

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## Air Conditioning Unit

- ISC will install a Tripp Lite SRCOOL7K rack mount air conditioning unit in the existing central control rack.
  - The AC unit will require 8U of rack space, and a dedicated 120V/15A circuit.

## Fiber Optic Backbone

- ISC will install singlemode fiber between each of the switch locations being added as part of this project.





# INTEGRATED SECURITY CONTROLS, INC.

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## Section VI - Cost

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**Base Price**                    **\$1,152,996 (Includes tax on Materials)**

**Alternate 1**  
**Replace Housing Control Console with Winsted Sit/Stand \$81,774**

Section X Compliance, Exceptions, Objections

No.	Requirement/Specification	Comply	Don't Comply	Explain Non-Compliance
1	New cameras shall be IP-based with a minimum 1080P resolution (i.e. Axis M11 series) or IP 3 MP or better. Some cameras will need PTZ capability. All should accommodate excellent low-lux and IR exposure, capable of progressive scan, and lenses that accommodate the required coverage area as determined by the Sheriff's Office. These cameras will vary from wide/tele lens, outdoor rated, encased in tamper proof domes, some with PTZ capability, plus appropriate mounting hardware/brackets specific to the camera type/location being installed.	Yes		
2	Encoding capability of H.265 or better.	Yes		
3	Provide and install necessary servers and software to allow retention of camera recording for all cameras for a two (2)-year duration. Six (6) months of video shall be retained at full resolution (100%). The recordings shall be compressed and retained for the remaining eighteen (18) months.	Yes		
4	Recording system and cameras should accommodate variable frame rates on each camera as necessary and determined by jail personnel (7.5 fps up to 30 fps).	Yes		
5	Provide necessary Type EMT conduit where needed, complying with all local, state and federal regulations, California regulations Title 15 Division 1 and Title 24.	Yes		
6	Install necessary software and hardware for remote access via secure Virtual Private Network approved by County IT.	Yes		
7	Install a rack air conditioning unit on existing rack in Central Control; Inyo County Sheriff will be responsible for exhaust of A/C.	Yes		
8	Provide and install (quantity) 32" high definition monitors in (quantity) different locations within the Jail; Monitors shall each be attached by individually adjusting fully articulating monitor mounts for viewing on existing desks in each location.	Yes		
9	Provide and install a locking wall mount rack for termination of cameras where needed.	Yes		
10	Provide and install (3) 48 port Gigabit Layer 3 network switches with 10GB transceivers.	Yes		
11	Provide and install 10 GB fiber installation in all necessary locations, utilizing existing conduit where applicable.	Yes		
12	Provide and install all security fasteners and compression connectors for all conduit. All security fasteners shall match what is currently being used by the facility.	Yes		
13	All cables shall be supported, and all cables and electrical wires shall be installed by a licensed contractor.	Yes		
14	Provide and install necessary software/hardware for ability to view County Jail cameras by secure administration rights.	Yes		
15	Maintain all existing security equipment operational and functional from the time the contract is awarded, throughout the installation of upgrades for all hardware and software components associated with this RFP, including providing manufacturer's latest version of software and/or firmware associated with this project.		No	There will be periods of down time/key operation for parts of the system during the demolition and retrofit. ISC will minimize down time and coordinate with Inyo Sheriff
16	Remove and dispose of all equipment that are not and will not be used.	Yes		
17	Warranty on all equipment and systems for a period of two (2) years at no additional cost to the Sheriff's Office. The warranty shall cover all costs for WARRANTY SERVICES, including parts, labor, prompt field service, pick-up and transportation. Warranty begins when system commissioning is completed, punch list items resolved, and Sheriff's Office provides written acceptance of system. Warranty must be backed (in writing) by the manufacturer.	Yes		
18	Provide remote interface for troubleshooting and maintenance that the user will activate and de-activate to ensure that unauthorized remote access to the security control system does not occur.	Yes		
19	Provide extended Maintenance Service beyond the required 2-year warranty period on a time and material basis for each of the systems. Service Technician must respond within 8 hours 24/7 (weekends and holidays included).	Yes		
20	Include enough camera licenses to accommodate camera inventory.	Yes		
21	All cameras will be installed in a workmanlike and secure fashion and aimed/installed in accordance with the necessary field of view as described by the Sheriff's Office and in accordance with manufacturer's instructions.	Yes		
22	Install and provide all cabling and connections. Camera IP cabling should be robust enough for all necessary video bandwidth and rated for PoE (CAT-6E).	Yes		

Section X Compliance, Exceptions, Objections

23	All cabling shall be labeled at both ends of the cable run using permanent/legible typed labels and created by a Brady LS-200 label maker or equivalent system.	Yes		
24	Label each end of conduit and/or individual cable end in a clear manner by designating the location of the other conduit end (i.e. room name, junction box number, etc.).	Yes		
25	All wiring installed will be of continuous run - no splicing will be allowed.	Yes		
26	No compression connectors (beans) or wire nuts may be used.	Yes		
27	No wiring will be exposed to unsecured access.	Yes		
28	Awarded contractor will be responsible for removing cabling for old analog cameras and any other unused equipment related to the current camera recording system.	Yes		
29	Wiring will be run in current cable trays/conduit where available. Where not available and where required, cable trays and conduit will be installed.	Yes		
30	All wire runs will be EMT conduit unless above hard deck ceiling with the exception of the Head End.	Yes		
31	All exposed EMT, accessible to inmates, shall be covered with a 1/8" mild steel flanged metal channel. The channel shall be drilled for mounting to walls and permanently mounted to the wall with tamper-resistant, hammer driven security anchors.	Yes		
32	All screws used shall be security type 4 (four). Copies of the security head used will be provided to the owner upon conclusion of the project.	Yes		
33	Conduit will be a minimum of 3/4 inch sized (post 3/4 filled standard) with 30% room for expansion.	Yes		
34	Any new conduit shall be reamed to eliminate sharp edges and terminate with metallic insulated grounded throat bushings. Cap each conduit with a mechanical-type seal for protection. Equip all conduits with plastic or nylon pull-string with a minimum test rating of 200 lb.	Yes		
35	Install a nylon pull wire in each empty conduit, leaving at least eight inches slack at each end.	Yes		
36	All video equipment, cable, conduit or wiring shall conform to the interior décor standards, and all applicable local, state and federal codes.	Yes		Unknown what County Decor Standards are, but will do our best to comply
37	All infrastructure installed will be expected to withstand the normal, routine actions in the area in which installed and shall be guaranteed as such.	Yes		
38	Provide sleeves where required for wall and ceiling penetrations. Provide core drilling where required for sleeve installation.	Yes		
39	Sleeves as needed shall be EMT conduit and shall be provided with insulated throat bushings for each end.	Yes		
40	Provide a qualified Project Manager to be in charge of the work at all times and be present at the job site as required during the installation.	Yes		
41	The work shall be performed by skilled installers under the direction of a(n) experienced technician(s), all of whom shall be properly trained and qualified for this work.	Yes		
42	The Vendor shall provide initial onsite staff training on video monitoring/recording platform upon completion of installation, and ongoing quarterly remote training via web conferencing or video conferencing.	Yes		
43	All work at the facility must be accomplished with the least amount of downtime and disruption to Jail operations as possible. Work must be performed in a phased approach so that only one housing area is without cameras at any one time.	Yes		
44	Provide Sheriff's Office with two sets of AutoCad printed (D50 size) drawings and two flash drives as backups containing the AutoCad information in PDF format and DWG format.	Yes		

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INTERGRATED SECURITY CONTROLS, INC.  
FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM SERVICES**

**TERM:**

**FROM:** June 25, 2024

**TO:** February 28, 2025

**SCHEDULE OF FEES:**

The vendor will invoice the County monthly for work completed, including details of labor provided and receipts for any direct expenses passed on to the county.

Base Price \$1,152,996 (Includes tax on Materials)

Alternate I

Replace Housing Control Console with Winsted SiUStand \$81,774

Project Total: \$ 1,234,770.00

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INTERGRATED SECURITY CONTROLS, INC.  
FOR THE PROVISION OF COMPLETE INTEGRATED JAIL CONTROL SYSTEM SERVICES**

**TERM:**

**FROM:** June 25, 2024      **TO:** February 28, 2025

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment: 2024 Insurance Requirements for MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office 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 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), 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 and 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 applicable. Professional liability insurance coverage is normally required if the contractor is providing a professional service regulated by the state, though Inyo County may require professional liability coverage from certain other types of service providers.)*

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).

**Attachment: 2024 Insurance Requirements for  
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

**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 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.

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

**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, includes, but not limited to, primary and noncontributory, 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.

**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. The 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 \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the 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 SIE/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 ALAE, 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.

**Attachment: 2024 Insurance Requirements for  
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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 and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all 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.

***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.








# Jail Security Contract

Final Audit Report

2024-06-20

Created:	2024-06-20
By:	Riannah Reade (rreade@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAULb89bkhdzhttpMthhFzmDP_8xAJkl

## "Jail Security Contract" History

-  Document created by Riannah Reade (rreade@inyocounty.us)  
2024-06-20 - 8:35:36 PM GMT
-  Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature  
2024-06-20 - 8:36:31 PM GMT
-  Email viewed by Amy Shepherd (ashepherd@inyocounty.us)  
2024-06-20 - 8:36:48 PM GMT
-  Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)  
Signature Date: 2024-06-20 - 8:37:08 PM GMT - Time Source: server
-  Agreement completed.  
2024-06-20 - 8:37:08 PM GMT



COUNTY OF INYO  
CALIFORNIA

Powered by  
**Adobe**  
**Acrobat Sign**



# 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

June 25, 2024

Reference ID:  
2024-329

### Sierra Jobs First Presentation by Sierra Business Council

#### Board of Supervisors

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

#### ITEM PRESENTED BY

Steve Frisch - Sierra Business Council

#### RECOMMENDED ACTION:

Receive presentation on activities of the Sierra Jobs First program to date and provide comments about strategic plan elements.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The California Jobs First program is a California state grant supported program to develop a long-range strategic plan for directing future investments in economic development activities that will increase economic mobility for disinvested communities and workers while addressing state climate adaptation goals. Sierra Business Council is the fiscal agent, collaborative convener, and project manager. The program is composed of four parts, a regional summary report laying out existing conditions, a strategic plan laying out strategies and actions to increase economic mobility, a program "Catalyst" phase investing in regional capacity and pre-development funding totaling \$14 million, and a program implementation phase developing and submitting projects in a statewide competitive grant process over three years to fund projects.

Sierra Business Council will provide an update on progress made to date on the program, to present draft strategic plan elements, and seek input from the board on the draft goals, strategies and implementation actions likely to be included in the strategic plan to be submitted to the state program managers by August 30, 2024. Strategic planning documents and updates can be found at <https://sierrajobsfirst.org/strategic-plan/>.

#### FISCAL IMPACT:

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

<b>Future Fiscal Year Impacts</b>
<b>Additional Information</b>

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

This is an informational item only.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Inyo County BOS Update
2. Regional Specific Catalyst Criteria Info

**APPROVALS:**

Darcy Ellis	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024





Sierra Region

# Sierra Jobs First Program Update

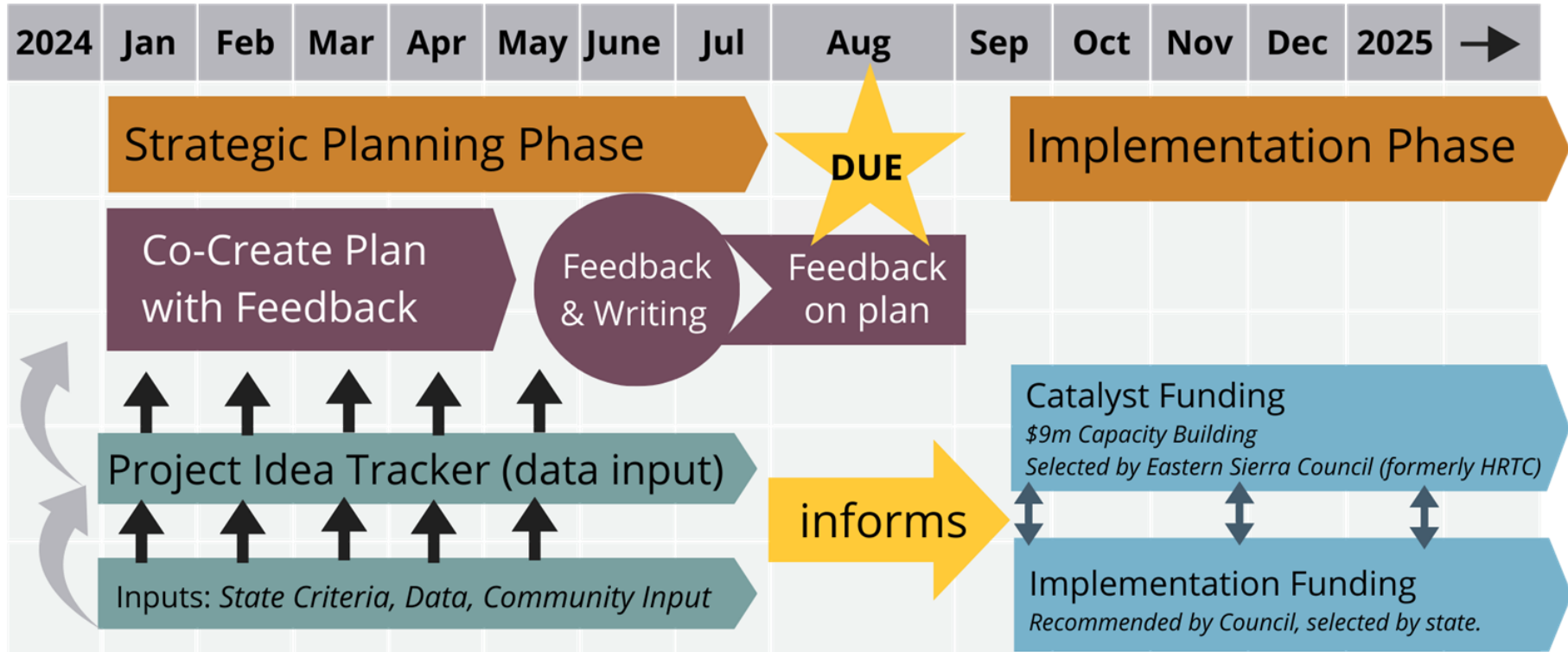
Inyo County Board of Supervisors  
**June 25, 2024**



# Agenda

- **Current Status of Sierra Jobs First Program**
- **Key Strategic Plan Areas & Strategies**
- **Opportunities for Comment and Input**
- **Status of Program Funding**
- **Q&A**

# Where we are in the CA Jobs First Process



# Sierra Jobs First Planning Process

## Part 1: Discovery

Understanding Current Conditions in the Sierra Region

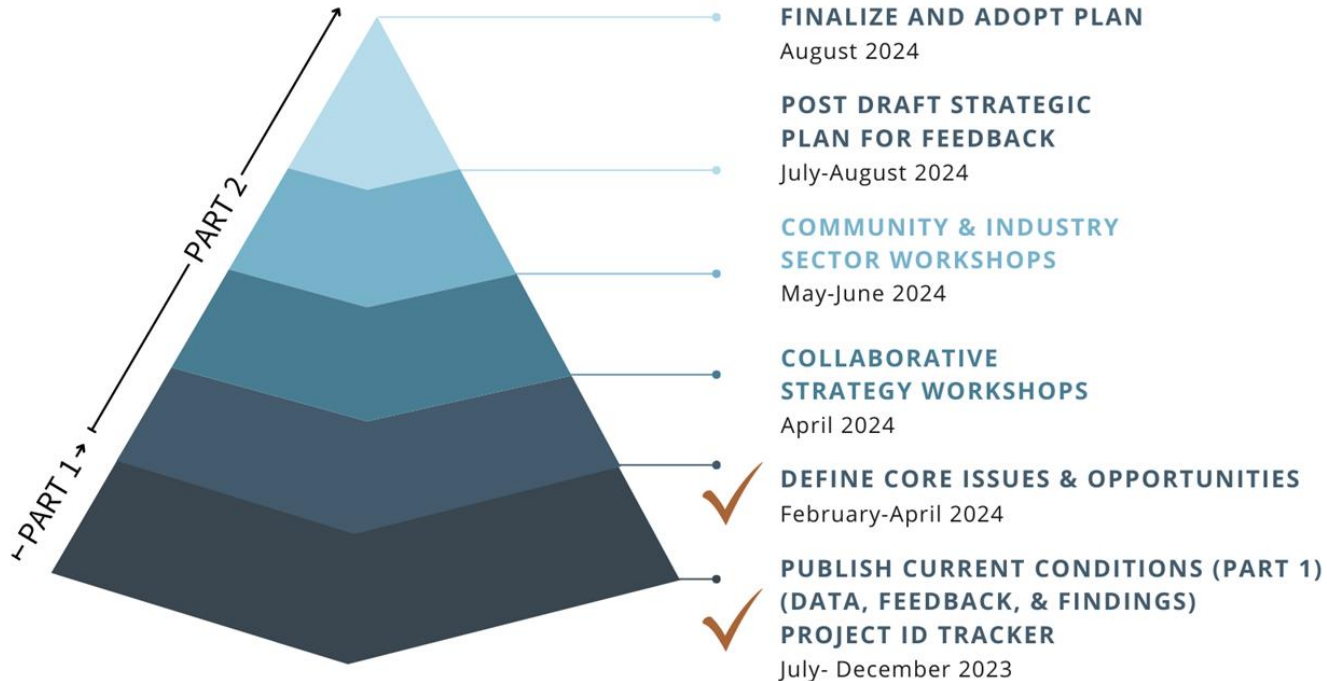
## Part 2: Strategic Planning Phase



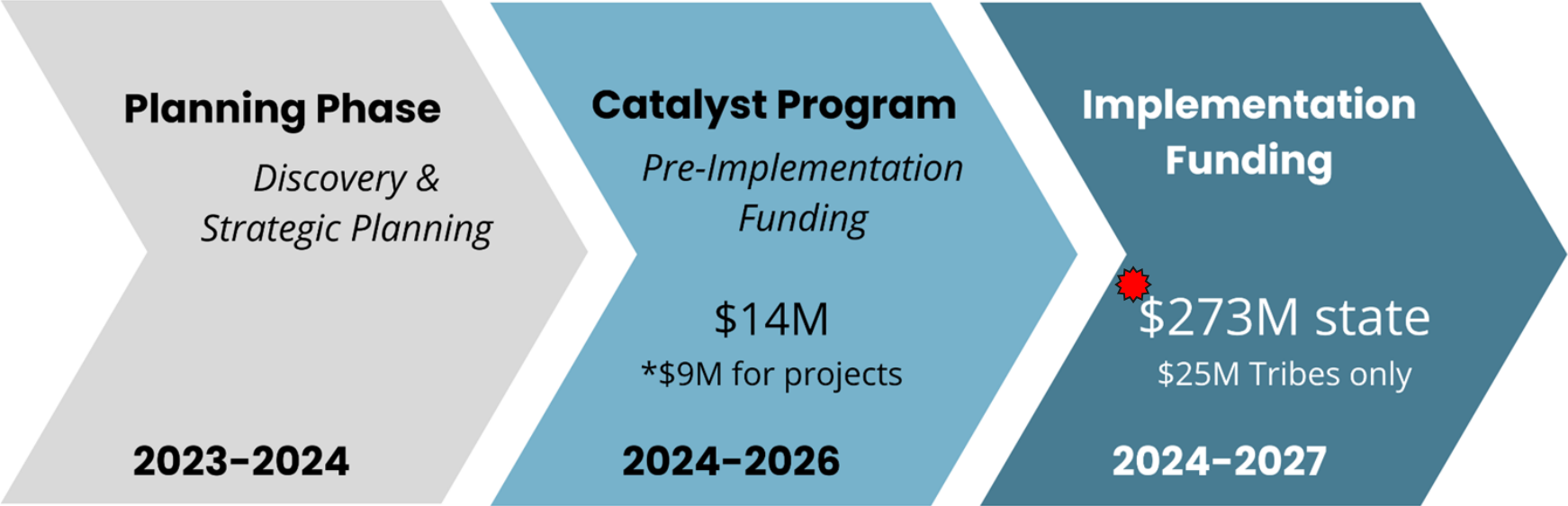


# Strategic Planning Process

## EASTERN SIERRA CALIFORNIA JOBS FIRST STRATEGIC PLAN FRAMEWORK



# Funding Overview





 Sierra Region

# Strategic Plan

## Core Issues & Target Industry Sectors

# Sierra Jobs First Outcomes

## Outcomes We Hope to Achieve

- Increase the number of quality jobs with equitable access
- Attract investment into disinvested communities, key industries, & infrastructure
- Build climate-resilient communities
- Grow opportunities for the emerging workforce



# Priority Industry Sectors

## Priority Industry Sectors to Drive Our Work

- Sustainable Recreation and Tourism
- Natural and Working Lands
- Clean Energy and Energy Resilience
- Sustainable Agriculture, Ranching, and Food Systems
- Community Healthcare



# Core Issues and Opportunities + Strategies to Get Us There

## Our Core Issues and Opportunities

- Workforce Development & Career Readiness
- Physical Infrastructure
- Social Services and Infrastructure
- Governance and Land Tenure/Management
- Housing Affordability and Placemaking



## Strategic Actions to Get Us There

Collaboration | Strategic Investments/Actions | Inclusionary Pathways



# Sierra Region Core Issues



**Workforce  
Development &  
Career Readiness**



**Physical  
Infrastructure**



**Social  
Services and  
Infrastructure**



**Governance and  
Land Tenure/  
Management**



**Housing  
Affordability and  
Placemaking**

## **Content Source**

Part 1 and a team from regional economic development organizations developed the summary of key issues to today's conversations. Listed in your Highlights booklet on page 9.

# Priority Industry Sector Overview

<b>Community Healthcare</b>	<b>Sustainable Recreation &amp; Tourism</b>	<b>Natural &amp; Working Lands</b>	<b>Clean Energy &amp; Energy Resilience</b>	<b>Sustainable Agriculture &amp; Food Systems</b>
<ul style="list-style-type: none"><li>• Regional Access to Quality Care</li><li>• Specialty Services</li><li>• Mental Health</li><li>• Medical Facilities</li><li>• Workforce Development</li></ul>	<ul style="list-style-type: none"><li>• Balanced Visitation &amp; Tourism</li><li>• Higher Wage Jobs &amp; Pathways</li><li>• Climate Change Readiness/Pivots</li><li>• Entrepreneurs &amp; Main Streets</li><li>• Events &amp; Culture</li></ul>	<ul style="list-style-type: none"><li>• Wildfire Adaptation</li><li>• Wood Utilization</li><li>• Watershed Restoration</li><li>• Tribal Stewardship Adaptation and Restoration</li></ul>	<ul style="list-style-type: none"><li>• Energy Efficiency &amp; Decarbonization</li><li>• Energy Resilience and Readability</li><li>• EV Readiness</li><li>• GHG Mitigation</li><li>• Hydrogen</li></ul>	<ul style="list-style-type: none"><li>• Sustainable Food Systems/Security</li><li>• Climate-Ready Crops</li><li>• Value Added Products</li><li>• Agricultural Tourism</li><li>• Meat Processing</li><li>• Manufacturing</li></ul>





# Strategic Plan - Timeline for Comment & Input

- **June 21st:** Strategic Plan Draft & Summary of Community Feedback Posted
- **June 21st - July 12th:** First Public Review Period
- **July 12th - July 31st:** SBC Internal Revisions
- **July 31st:** Strategic Plan 2nd Draft & Summary of Public Comments Posted
- **July 31st - August 9th:** Second Public Review Period
- **August 10th - August 16th:** SBC Internal Revisions
- **August 16th:** Final Draft & Summary of Public Comments Posted
- **August 16th - August 23rd:** Review of Final Draft by Governing Council
- **August 23rd:** Vote by Governing Council
- **August 29th:** SBC Submits Approved Final Version to State

Status of the Plan, ways to comment, and relevant materials can always be found at [SierraJobsFirst.org/strategic-plan/](https://SierraJobsFirst.org/strategic-plan/)





# Program Funding Update

1. **State Budget Cuts:** Proposed Budget cuts \$150 million from Implementation Fund, \$50 million each from next three fiscal years.
2. **Catalyst:** Funding unchanged.
3. **Advocacy Letter:** SBC and the other 12 Regional Conveners have submitted a letter urging the state to restore full funding to the Implementation Fund.





 Sierra Region

# Q&A & Next Steps

- Please provide comment on the Strategic Plan in either or both comment periods.
- SBC will provide a copy of funding advocacy letter to local agencies.
- SBC will continue to provide updates as requested.



Sierra Region

# Thank you.

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Follow up info:

Steve Frisch  
Sierra Jobs First

Email: [jobsfirst@sierrabusiness.org](mailto:jobsfirst@sierrabusiness.org)

Website: [sierrajobsfirst.org](http://sierrajobsfirst.org)

## Catalyst Fund Project Criteria - Required by State Interagency Team

### Equity

Required Criteria	Examples
At least 40% of funds provide direct, meaningful, and assured benefits to disinvested communities	Project benefits communities located within Justice40/ICARP DAC Tool-defined disadvantaged communities
Includes an applicant or co-applicant located in or serving a disinvested community	Project partners with a CBO, tribe, or business serving disinvested communities  Project has support from a disinvested community within the project boundary
Align with Executive Order N-16-22 (Racial Equity)	Project can conduct outreach to communities that will benefit/be impacted (translation, outreach partners, meeting people where they are)
Includes equity impact assessment (SBC hopes to have a template with the final RFP)	Project identifies stakeholders and any unintended adverse impact of the project with alternative plans as needed  Sample questions: <a href="https://www.raceforward.org/sites/default/files/RacialJusticeImpactAssessment_v5.pdf">https://www.raceforward.org/sites/default/files/RacialJusticeImpactAssessment_v5.pdf</a>
Includes displacement analysis and avoidance strategy (SBC hopes to have a template with the final RFP)	Project includes methods to avoid community and business displacement due to gentrification, land use planning, lack of transportation, or climate change impacts
Community engagement & feedback mechanisms	Project has a community engagement plan and outlets to communicate project updates and receive feedback

### Climate

Required Criteria	Examples
Alignment with CA Air Resources Board (CARB) Scoping plan	Project promotes walkability/bikeability/use of public transit  Project decreases energy-related building emissions

	Project expands/benefits carbon storage in natural and working lands
Alignment with EO N-82-20 (Land and Water protection)	Project aligns with 30x30 goals by protecting biodiversity, natural and working lands
Alignment with EO N-19-19 (ZEV Transition)	Project aligns with ZEV goal of all new passenger vehicle sales being ZEV by 2035, with MD/HD vehicles by 2045
Alignment with the Sustainable Groundwater Management Act (SGMA)	No basins in the region are required to have groundwater protection plans under SGMA, but projects should be aligned with protecting groundwater levels and watersheds

### Job Quality and Access

Required Criteria	Examples
Promotes the creation of family-sustaining jobs	Jobs created by the project include healthcare and retirement benefits, safe working conditions, etc  The average job created by the project pays a regional “high wage” defined as \$64,480 in the Regional Summary (pg. 98)
Ensure equitable access to quality jobs for communities throughout the region	The percentage of jobs created that will pay a “high wage” and don’t require a college degree  Jobs created provide on-the-job training and pathways to advancement

### Other Criteria

Required Criteria	Examples
Funding model clearly identified	Project has a budget outline and sustainable funding plan for the next phase
Community partnerships leveraged	Project has letters of support from community leaders/residents/groups/businesses within the project boundary
Project can leverage match funding	List other funding the project has obtained or intends to apply for (and meets initial eligibility)



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 25, 2024

Reference ID:  
2024-493

### Comprehensive Economic Development Strategy Appendix County Administrator ACTION REQUIRED

#### ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

#### ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator

#### RECOMMENDED ACTION:

Approve the incorporation of the County of Inyo Project List as an appendix to the regional Comprehensive Economic Development Strategy (CEDS).

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo, Mono, and Alpine counties, along with the City of Bishop and Town of Mammoth Lakes, completed a regional Comprehensive Economic Development Strategy (CEDS), which is a required document in order to access federal funding through the Economic Development Administration (EDA). The Inyo County Board of Supervisors approved the CEDS on October 17, 2023, and it was subsequently submitted to the EDA through the Eastern Sierra Council of Governments (ESCOG). The CEDS was approved by the EDA on January 5, 2024.

The approved CEDS includes a Strategic Action Plan that sets forth goals and objectives around six high-level focus areas. These six focus areas represent the consensus of all participating jurisdictions and were developed through a series of community meetings and public feedback. These high-level focus areas include *Access and Connectivity*, *Community and Culture*, *Economic Expansion and Diversification*, *Environmental Resilience and Sustainability*, *Government Affairs and Advocacy*, and *Housing Availability and Land Use*.

As the region was developing the CEDS, Inyo County was simultaneously developing our first strategic plan in nearly 25 years, which lays out and prioritizes a series of significant projects that the County is undertaking. The strategic planning process has included a series of public meetings; electronic and in-person data gathering from the public as well as County departments and elected officials; and significant analysis to ensure alignment with federal, state, and local regulatory requirements and funding opportunities. A living draft document was published May 14, 2024.

Inyo County staff have crosswalked the high priority projects and programs in the County's strategic plan against the goals and objectives described in the CEDS document. These projects are in various stages of planning and implementation by the County and represent ongoing and future work that also further the strategic goals of the CEDS. By including these projects and programs in the CEDS document as an appendix, the County can ensure these projects meet EDA requirements for potential funding. Staff

envisions this appendix to be dynamic and updated regularly as the County's strategic priorities change and projects are completed.

<b>FISCAL IMPACT:</b>			
<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>			

This planning document does not have any fiscal impacts.

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

The Board could decide not to incorporate the County of Inyo project list into the CEDS as an appendix. This is not advised, as the Economic Development Administration will look for alignment with the region's approved CEDS as one of the requirements for funding projects.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- Inyo CEDS Project List Appendix

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Amy Shepherd	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024





## Eastern Sierra Region - Comprehensive Economic Development Strategy

### Inyo County Project List

In 2024, the Inyo County Board of Supervisors embarked on an effort to develop and adopt a multi-year Strategic Plan for the County of Inyo for the first time in over 20 years. Many of the goals, initiatives, and projects identified as priorities within the Strategic Plan align with the strategic goals and objectives of the regional Comprehensive Economic Development Strategy (CEDS). This Project List identifies those priority projects of the County that also further the goals of the regional CEDS and for which the County make seek funding through the Economic Development Administration.

#### Access & Connectivity

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##### ***CEDS Objective: Increase access to digital resources through broadband infrastructure buildout***

###### **1. Inyo County Project: Broadband Infrastructure Expansion**

The County of Inyo has undertaken two grant-funded planning projects related to Broadband expansion and seeks future funding to build out last mile infrastructure for unserved and underserved areas. The County includes and incorporates by reference all projects and network designs identified in the County's Broadband Strategic Plan, and Local Agency Technical Assistance Program (LATA) funded engineering designs for last mile infrastructure.

##### ***CEDS Objective: Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region***

###### **2. Inyo County Project: Commercial Air Service Infrastructure**

Inyo County's Bishop Airport (BIH) was certified for commercial air service (Part 139) in 2021, and began offering seasonal daily flights with United Airlines. The County now must secure funding for the planning, environmental review, design work, and ultimately construction of a new commercial service terminal for BIH. This may include additional projects such as runway safety improvements and construction of a concrete aircraft parking apron at the site of the proposed new terminal building.

###### **3. Inyo County Project: Enhanced Ground Transportation Services**

Inyo County's Strategic Plan involves a variety of projects related to the development and expansion of public transit infrastructure, which will allow citizens to move easily around the region while reducing VMT, and will provide increased access to visitors – especially those who hike into the County's towns from nearby trails. Upcoming projects include a bus stop and shelter in the community of Wilkerson, and a potential collaboration with the Eastern Sierra Transit Authority (ESTA) and Cerro Coso Community College to establish transit opportunities for students attending the Bishop and Mammoth campuses.

#### Community and Culture

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##### ***CEDS Objective: Garner support for economic development by developing and capitalizing on strong community engagement***

###### **4. Inyo County Project: Community Revitalization through Effective Planning**

The Planning Department supports small towns throughout Inyo County's unincorporated area in strategizing the future of their downtowns and residential areas. This project includes a review of existing plans in order to identify the issues, opportunities, and needs which could be addressed through visioning, public input, and plan revisions, and includes the completion of necessary requirements such as integration of those plans into the County General Plan and completion of CEQA requirements.

***CEDS Objective: Enhance quality of life with additional amenities to attract and retain talent***

**5. Inyo County Project: Quality Parks and Recreation Facilities**

The County's strategic plan emphasizes the importance of investing in new infrastructure within each of our small communities to better the lives of its residents and visitors. New and improved facilities generate local jobs, provide opportunities for new business and expansion of existing ones, while making Inyo County a great place to live. The following amenities would improve quality of life and provide economic benefits:

1. Improvements to County owned and County-run campgrounds and parks, including restrooms, parking areas, playgrounds, glamping opportunities, shade structures, and equipment. A first step in this process might be a parks improvement plan to help prioritize and develop improvement and maintenance schedules.
2. Improvements to sports fields, ballparks, and turf, including lighting, to make Inyo County's beautiful sports facilities a destination for games and tournaments for locals and visitors.
3. Investments in the archives and artifacts managed by the Eastern California Museum and marketing the Museum to make it a destination for locals and tourists alike.
4. Evaluate the need and feasibility of an indoor recreation center and/or community center in the City of Bishop.

**Economic Expansion & Diversification**

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***CEDS Goal: Grow and diversify regional economy through support of existing and new businesses***

**6. Inyo County Project: Small Business Resource Center**

With a \$50,000 planning grant from the EDA, Inyo County has partnered with a private entrepreneur and a nonprofit business development organization to create the Eastern Sierra Small Business Resource Center (SBRC), in a redeveloped storefront in downtown Bishop. The SBRC is currently undergoing construction and will be open in Fall 2024 to provide resources, education, assistance and networking opportunities for new and existing small businesses. Inyo County will continue to work with partners to develop and support programming of value to local business owners and entrepreneurs.

**7. Inyo County Project: Make Inyo County's Downtowns a Destination**

Much of Inyo County's tourist traffic is from people passing through – driving to Mammoth in Mono County to ski; or driving to Death Valley, Yosemite, or to trailheads in the White Mountains or Inyo National Forest. Creating, marketing, and supporting new festivals and events that make Inyo County's towns a destination will bring more tourists to the County's small, locally owned businesses and provide opportunities for pop ups, food trucks and vending.

**8. Inyo County Project: Visitor Information and Welcome Centers**

Creating welcoming and exciting venues to capture the attention of tourists heading to the myriad nearby recreational destinations could be enhanced through the creation and staffing of local Visitor Information and Welcome Centers. Inyo County seeks to work with allied agencies such as local Chambers of Commerce to understand the need and develop plans for visitor and welcome centers in appropriate communities.

## **Environmental Resilience & Sustainability**

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***CEDS Objective: Reduce the challenges experienced by residents and visitors during climate events***

**9. Inyo County Project: Vegetation Management, Home Hardening, and Wildfire Mitigation Efforts**

The County is working with wildfire prevention and other specialists to develop comprehensive strategies for defensible space and home hardening around Inyo County communities. Additional work will entail collaborations with agency partners and property owners to perform appropriate vegetation management efforts to reduce the risk of wildfire and working with schools and businesses to develop the workforce necessary to perform the work necessary to mitigate wildfire risk throughout Inyo County's vast acreage.

***CEDS Objective: Consider sustainable tourism as a budding industry with workforce needs and entrepreneurial opportunities***

**10. Inyo County Project: Regional Recreation Improvements and Stewardship**

An immediate opportunity to build upon interagency collaboration is in the arena of regional outdoor recreation sites, including campgrounds, trailheads, parking areas, and climbing areas. The bridge from enhanced recreation infrastructure to regional economic development are significant. Inyo County recommends that all projects related to outdoor recreation infrastructure, improvements, and stewardship efforts be accepted as key elements and directives of the CEDS.

## **Government Affairs and Advocacy**

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***CEDS Goal: Promote stronger government affairs and advocacy efforts***

**11. Inyo County Project: Investment in High-Quality Government Employees, Service Infrastructure, and Improved Access and Facilities**

Inyo County has begun the process of investing in employees, technology, infrastructure and capacity to strengthen and improve public access, communication, customer service, and facilities. Additional investments in capacity and services described in the Inyo County strategic plan are incorporated by reference.

## **Housing Availability & Land Use**

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***CEDS Objective: Expand additional housing options within affordable range for regional workforce***

**12. Inyo County Project: Community Infrastructure to Allow Expansion**

Inyo County manages the drinking water and wastewater systems in many of the small towns throughout the unincorporated County. These systems are long past their recommended lifespan and need upgrades in order to support any expansion in housing or tourism. Upgrades and replacement of basic infrastructure is a critically necessary

first step before any significant economic development initiatives throughout the County can take place. The first major step in this effort should be to conduct a Municipal Service Review for each of our Special Districts and from that develop a multi-year strategic plan aimed at improving operations and service capacity

**13. Inyo County Project: Complete Housing Needs Assessment for Workforce and Special Populations**

The County is investing heavily in identifying avenues to improve housing availability and affordability despite the lack of developable land available. Working with experts in housing development, we hope to create a strategy that will expand access to housing for critical workforce as well as seniors, justice-involved, and other special populations.



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 25, 2024

Reference ID:  
2024-464

# Amendment No. 2 to the Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project

## Water Department

ACTION REQUIRED

### ITEM SUBMITTED BY

Holly Alpert, Water Director

### ITEM PRESENTED BY

Holly Alpert, Water Director

### RECOMMENDED ACTION:

Approve Amendment No. 2 to the "Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project" and authorize the County Administrative Officer to sign.

### BACKGROUND / SUMMARY / JUSTIFICATION:

The Lower Owens River Project (LORP) Post-Implementation Agreement (Agreement) was developed by County and LADWP staff to satisfy the requirement of the Long-Term Water Agreement, Section XII, that states, "Once the (Lower Owens River) project has been constructed and completed, the Department and the County would jointly operate and fund the non-pumpback portions of the project." In order to provide for joint operation and funding of the LORP, the LORP Final Environmental Impact Statement, Section 2.2.2.2, states, "After adoption of the LORP, the governing bodies of the County and LADWP will adopt a policy that sets forth each entity's responsibilities for LORP funding during the implementation and post-implementation periods. The policy will also describe the procedures for managing the LORP during the post-implementation period." The Agreement contains those policies and procedures.

On October 18, 2009, your Board approved the "Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power (LADWP) Concerning Operation and Funding of the Lower Owens River Project" (also known as Post-Implementation Agreement). The Los Angeles Board of Water and Power Commissioners approved a corrected version on May 18, 2010, and your Board approved the same corrections on June 8, 2010. The initial term of the Agreement was 15 years, with the original agreement expiring July 11, 2022. On July 5, 2022, your Board approved Amendment No. 1 to the Agreement, which extended the terms of the Agreement for two years, to July 11, 2024.

Inyo County and LADWP staff propose to extend the term of the existing Agreement another two years to July 11, 2026. In addition, certain dates in Section J of the Agreement pertaining to the timing of adjustments to the LORP Credit and LORP Trust also will be extended two years for

consistency. During the period of the extension, Inyo and LADWP will re-evaluate the Agreement.

It is requested that your Board approve Amendment No. 2 to the “Agreement Between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project” and authorize the County Administrative Officer to sign. The Los Angeles Board of Water and Power Commissioners will consider Amendment No. 2 in July 2024.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	504103
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
Funding for the LORP is provided for and circumscribed by a lengthy series of agreements and Court orders. Extending the Term of the Agreement will continue the procedures to establish the fiscal year work plan and budget and the agreed upon accounting procedures that have been implemented for the past 17 years to pay the County’s LORP costs from the LORP Credit and Trust.			
The LORP Credit currently has a balance of \$408,282. This amount will be reduced to zero when expenses approved in the 2023-24 LORP work plan and budget are subtracted. The LORP Trust balance as of May 31, 2024, is \$2,114,832.24.			
<b>Future Fiscal Year Impacts</b>			
The Trust will continue to provide for the costs of LORP operations and maintenance through the term of this amendment.			
<b>Additional Information</b>			

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

Your Board could choose to not approve this amendment and instead direct staff to continue to work with LADWP to incorporate the Board's desired modifications.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- LORP Post-Implementation Agreement
- LORP Post-Implementation Agreement Amendment No. 2

**APPROVALS:**

Holly Alpert	Created/Initiated - 6/3/2024
Darcy Ellis	Approved - 6/3/2024
Holly Alpert	Approved - 6/7/2024
Keri Oney	Approved - 6/10/2024
John Vallejo	Approved - 6/12/2024
Amy Shepherd	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024





**AGREEMENT BETWEEN THE COUNTY OF INYO AND CITY OF  
LOS ANGELES DEPARTMENT OF WATER AND POWER  
CONCERNING OPERATION AND FUNDING  
OF THE LOWER OWENS RIVER PROJECT**

**RECITALS**

1. In 1991, the City of Los Angeles Department of Water and Power ("LADWP") and the County of Inyo ("County") entered into the *Agreement Between the County of Inyo and the City of Los Angeles and its Department of Water and Power on a Long Term Groundwater Management Plan for Owens Valley and Inyo County* ("Water Agreement"). The impacts of the Water Agreement were addressed in an environmental impact report that also addressed the impacts of LADWP's groundwater pumping operations in the Owens Valley from 1970 to 1990 ("1991 EIR").
2. The Water Agreement provides for, among other things, the implementation of the Lower Owens River Project ("LORP"), which includes the rewatering of a portion of the Owens River ("Riverine Area"), the maintenance of certain off-river lakes and ponds ("Off River Lakes and Ponds"), establishment of a waterfowl habitat area in the Blackrock area ("Blackrock Waterfowl Area"), enhancement of habitat in the Owens River delta area ("Delta Area"), and a pump station. The 1991 EIR further identified the LORP as an LADWP compensatory mitigation measure for impacts related to LADWP's groundwater pumping from 1970 to 1990 that were difficult to quantify or mitigate directly. Neither the Water Agreement nor the 1991 EIR nor any other document identifies the LORP as a mitigation measure for any activity undertaken by the County. The Water Agreement and the 1991 EIR provided that the impacts of the LORP would be addressed in a separate environmental impact report.
3. Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources); (2) LADWP will fund the remaining initial construction costs of the LORP; and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station, which will be funded by LADWP).
4. In 1997, LADWP and the County entered into a settlement agreement called a Memorandum of Understanding ("MOU") with the California Department of Fish and Game, the California State Lands Commission, the Sierra Club, and the Owens Valley Committee. The purpose of the MOU was to resolve challenges to the legal adequacy of the 1991 EIR, and the implementation of the LORP. The MOU specifies the amount of baseflow to be maintained in the river, the release of higher seasonal habitat flows, and delineated a schedule for establishing the baseflow in the river.
5. In 2004, LADWP and the County each adopted an Environmental Impact Report that addressed the LORP ("Final LORP EIR").

6. The schedule in the MOU for establishing baseflows in the LORP was not met. On August 8, 2005, the Inyo County Superior Court, in case number S1CVCV01-29768, issued an order ("Court Order") that required LADWP to pay \$5,000.00 per day, commencing on September 5, 2005, into an escrow account established by LADWP and the County until LADWP established a permanent baseflow of approximately 40 cfs in the LORP. Under the Court Order, the proceeds of the escrow account are only to be used to pay the costs of: (1) the Special Master (appointed as part of the Court Order); (2) the County's share of the post-implementation costs of the LORP; (3) the cost of monitoring habitat indicator species for a five-year period at the direction of the California Department of Fish and Game in an amount not to exceed \$100,000.00; and (4) the costs of the escrow account.
7. On September 16, 2005, the County and LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965.00 (with adjustments) to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932.00. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000.00 obtained from the U.S. Bureau of Reclamation, \$250,000.00 obtained from the U.S. Department of Housing and Urban Development, and \$150,068.00 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.
8. With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965.00 and the \$2,989,932.00 that will be applied to the LORP initial construction costs (a difference of \$2,253,033.00), will be a credit held in trust by LADWP (this "Post Implementation Credit" will be used to partially fund the County's obligation to pay one-half of the LORP post-implementation costs); (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033.00 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033.00 will be annually adjusted upward or downward in accordance with the Los Angeles-Anaheim-Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP.
9. The LORP Funding Agreement also provides that the escrow account, required to be established by the Court Order, will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account ("Trust Account"). The LORP Funding Agreement also provides that only after the \$2,253,033.00 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the trust account established by the Court Order.

10. On July 11, 2007, the parties to the MOU entered into a Stipulation and Order, (“Stipulation and Order”). The Stipulation and Order resolves issues involving compliance with the Court Order. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP.
11. With the entry of the Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. On July 11, 2007, there was \$3,368,017.17 in the Trust Account.
12. On April 28, 2008, Ecosystem Sciences, Inc. released a final LORP Monitoring, Adaptive Management and Reporting Plan (“LORP Adaptive Management Plan”).
13. Section II. A. of the MOU provides that the “MOU Consultant” (Ecosystem Sciences, Inc.) is required to prepare a plan for the LORP and that “DWP and the County will direct and assist Consultants in the preparation and implementation of the LORP ecosystem management plan (“LORP Plan”). As provided below, the future involvement of the MOU Consultant in the LORP will be determined by LADWP and the County.

## AGREEMENT

In consideration of the recitals above and the following covenants and provisions, LADWP and the County (hereinafter collectively referred to as “Parties,” and individually referred to as a “Party”) agree as follows:

### I. IMPLEMENTATION PERIOD

- A. All construction, channel modification, planning, and development work, including the completion of all required final LORP plans and other related pre-implementation work performed by Ecosystem Sciences, Inc.; the preparation of the EIR on the project; and any other necessary work for initial operation of the project (including channel modifications downstream of the Intake that have been made to correct a flow impedance problem) are to be considered as costs of implementing the LORP.
- B. LADWP will pay all costs of implementing the LORP that are not funded by sources other than LADWP. As provided in the LORP Funding Agreement, LADWP will pay the County’s \$3.75 million share of the LORP implementation costs.

## **II. POST-IMPLEMENTATION PERIOD**

### **A. COMMENCEMENT OF POST-IMPLEMENTATION FUNDING OBLIGATIONS**

The commitments of LADWP and the County to jointly fund and operate the post-implementation costs and activities of the LORP commenced on July 11, 2007. In this agreement, the Parties define their responsibilities for jointly funding and conducting post-implementation activities required to be undertaken during the 15-year period following July 11, 2007 (until July 11, 2022). After July 11, 2022, the required flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, the Parties will decide what level of operations, maintenance, habitat monitoring, and adaptive management will be conducted. The Parties do not intend by this agreement to redefine or reinterpret any provision of the MOU; however, by Section P of this agreement, the Parties intend to modify Section A.2 of the LORP Funding Agreement dated September 16, 2005.

### **B. POST-IMPLEMENTATION COSTS AND ACTIVITIES THAT ARE THE SOLE RESPONSIBILITY OF LADWP**

Unless otherwise agreed to by the Parties, LADWP will have the sole responsibility for planning, operating, and/or conducting the following activities and for all costs arising from such activities.

1. All operation and maintenance costs of the LORP pump station, including hydrologic monitoring and data collection and reporting costs, the maintenance of all roads used exclusively to provide access to these facilities, all pipelines, electrical transmission lines, release structures (excluding the delta release control structure called the Langemann gate), dikes, dams, flow measuring devices and ponds associated with the facilities.
2. On July 9, 2009, the Standing Committee designated four permanent flow monitoring stations in the river (three of the permanent monitoring stations consist of a single station, and the fourth station located at the pumping station consists of three monitoring stations). The two temporary monitoring stations located at Mazourka and Reinhackle will be replaced with permanent monitoring stations. LADWP will design and construct these permanent flow measuring stations.
3. All costs of monitoring, inspecting, maintaining and repairing LADWP roads identified on Exhibit A; however, if, as a result of activities attributable to the LORP (including seasonal habitat flows), a road requires major renovation, capital improvement, or unanticipated repair, such work and the funding for such work will be included in an annual work plan as provided in Section II.F.

4. As provided in Mitigation measure V-2 of the LORP FEIR, for the first seven years of the LORP, LADWP will provide funding up to \$50,000 per year for monitoring and control of noxious weeds within the LORP area, and \$150,000 per year for monitoring and control of noxious weeds outside the LORP area that could serve as a seed source for the LORP area (LADWP began making payments of \$200,000.00 for these purposes in fiscal year 2005-2006; therefore, LADWP's obligation to provide such funding terminates after it has provided such funding for the 2011-2012 fiscal year). Prior to providing such funding for the 2009-2010 fiscal year, and prior to providing such funding for each remaining fiscal year, LADWP shall adjust the amount of the payment upward or downward in accordance with the April Los Angeles-Anaheim-Riverside All Urban Consumers Price Index or its successor; however, as a result of the adjustment, the amount of the annual payment shall not be reduced to less than \$200,000.00.
5. Unless otherwise agreed by the Parties, the intentional introduction into the LORP area by LADWP (or the introduction into the LORP area with the express consent of LADWP) of any individual (or individuals) plant or animal with special status under state or federal law, including threatened, endangered, candidate, or rare species, and the monitoring and/or management of any such introduced species.
6. All costs associated with the management and monitoring of livestock grazing and utilization in the project area.
7. The cost of any water supplied to any component or element of the LORP.
8. All costs associated with the implementation of mitigation measures and with the restoration or repair of facilities or property that were damaged or deteriorated as a result of LORP construction activities during project implementation and/or other activities associated with project implementation (including the correction of initial design defects).
9. The payment of a Non-Compliance Payment assessed pursuant to the Stipulation and Order dated July 11, 2007; however, LADWP shall not be responsible for the portion of such a payment that is attributable to an action or inaction by the County (see Section II.C.4. of this agreement.)
10. The costs of LADWP's personnel in the planning and development of work programs and budgets (including determinations of the need for adaptive management measures) or in any subsequent modifications thereof.

**C. POST-IMPLEMENTATION COSTS AND ACTIVITIES THAT ARE THE SOLE RESPONSIBILITY OF THE COUNTY**

Unless otherwise agreed by the Parties, the County will have the sole responsibility for planning, operating, constructing, and maintaining the following activities (should

any such activities be planned, constructed and maintained) and for all costs arising from such activities.

1. The development of a recreational use plan for the portion of the Owens River within the project area. (Should any such plan be developed, the implementation of the plan or of any component of the plan will require approval by LADWP before it is implemented.)
2. The development of any campgrounds along the Owens River within the project area. (Should any such campground be proposed for development, the campground will require the approval of LADWP before it is implemented.)
3. Except as provided in Section II.B.1, the costs of monitoring, inspecting, maintaining and repairing the County maintained roads identified on Exhibit A; however, if, as a result of activities attributable to the LORP (including seasonal habitat flows), a road requires major renovation, capital improvement, or unanticipated repair, such work and the funding for such work will be included in an annual work plan as provided in Section II.F. During the release of a seasonal habitat flow, the County will monitor the culverts and bridges at the point where the County roads shown on Exhibit A cross the river (the purpose of the monitoring will be to determine whether the seasonal habitat flow has or may damage the road, bridge, or culvert and whether debris plugs have or may form), and the County will remove any debris plugs as necessary to minimize flooding of, or damage to, the roads. If the County does not have the equipment necessary to remove such debris plugs, LADWP, if it has available equipment, will assist in removing such plugs.
4. The payment of any portion of a Non-Compliance Payment assessed pursuant to the Stipulation and Order that is attributable to an action or inaction by the County. For the purposes of this section, the failure to agree to an annual work plan and/or budget by a Party shall not be deemed an action or inaction.
5. The costs of County personnel in the planning and development of work programs and budgets (including determinations of the need for adaptive management measures) or in any subsequent modifications thereof.

**D. POST-IMPLEMENTATION COSTS AND ACTIVITIES THAT ARE THE JOINT RESPONSIBILITY OF LADWP AND THE COUNTY**

The following activities shall be addressed in each annual work plan and budget prepared by the Parties. (Annual work plans and budgets are described in Section 2.2.1 of the Final LORP EIR and in Section II.F of this agreement.)

1. The costs associated with operating and maintaining the flow measuring stations and the costs of hydrologic monitoring and data reporting associated with the physical features of the LORP. As provided in Section F.2 of the July 11, 2007 Stipulation and Order, ten flow monitoring stations must be maintained and operated until at least July 11, 2009, and at least four permanent monitoring

stations must be maintained and operated after that date. On July 9, 2009, the Standing Committee designated the four permanent monitoring stations that will be operated and maintained after July 11, 2009. The four permanent flow measuring stations are shown on Exhibit B.

2. LADWP and the County will each be responsible for one-half the costs of a portion of the annual cost of maintaining ditches and Aqueduct spillgates, including the delta release control structure (a "Langemann Gate") and the LORP Spillgate Structure located near the Los Angeles Aqueduct Intake (which also includes the Lower Owens River release control structure; the release control structure is a Langemann Gate), shown on Exhibit C, that are above the pre-LORP annual average baseline cost of maintaining the ditches and spillgates during the ten fiscal years from 1996-1997 to 2005-2006. The pre-LORP baseline cost of maintaining the ditches and spillgates shown on Exhibit C is \$56,863.00. When this pre-LORP baseline cost for maintaining ditches and spillgates was adjusted through November 2009, an adjusted baseline cost of \$60,819.00 resulted. Each January, this adjusted baseline cost of maintaining the ditches and spillgates shall be annually adjusted upward or downward in accordance with the November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index or its successor. If, in the future, there is a significant change in non-LORP-related uses supplied by a ditch or spillgate shown on Exhibit C, the Parties will renegotiate appropriate changes to this section.
3. The annual costs of habitat and water quality monitoring and associated data collection and reporting.
4. The costs of consultants, if any (including Ecosystems Sciences), who assist in LORP-related monitoring, data collection, data analysis, and/or reporting.
5. The costs of monitoring, treatment, and public education for mosquitoes (including the use of a helicopter for aerial spraying) arising from the various components of the LORP. (The County may use funds derived from its annual benefit assessment for mosquito control to fund its share of the cost of such work included in an annual work plan and budget.)
6. LADWP and the County will each be responsible for one-half the costs of a portion of the annual costs of maintaining the Blackrock Waterfowl Area spillgates, ditches, dikes, berms, ponds, and other features shown on Exhibit D that are above the annual average pre-LORP baseline cost of maintaining the ditches, spillgates, dikes, berms, and other features during the ten fiscal years between 1996-1997 and 2005-2006. The pre-LORP baseline cost of maintaining the Blackrock Waterfowl Area features shown on Exhibit D is \$62,798.00. When this pre-LORP baseline cost for maintaining the Blackrock Waterfowl Area features was adjusted through November 2009, an adjusted baseline cost of \$ \$67,380.00 resulted. Each January, this adjusted baseline cost of maintaining Blackrock Waterfowl Area features shall be annually adjusted upward or downward in accordance with the November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index or its

successor. If, in the future, there is a significant change in non-LORP-related uses supplied by the Blackrock Waterfowl Area features shown on Exhibit D, the parties will renegotiate appropriate changes to this section.

7. The costs of beaver control and beaver dam removal.
8. The costs of salt cedar control that are covered by the funding for salt cedar control provided pursuant to Section 6 of the Stipulation and Order entered on September 15, 2004 in the case of *Sierra Club and Owens Valley Committee v. City of Los Angeles et al.* (case number S1CVCV01-29768).
9. The costs associated with the preparation of an annual report as required by Section 2.10.4 of the Final LORP EIR and by Section L of the Stipulation and Order. (The report shall include data collected during the year, results of analysis, and recommendations for the need for adaptive management measures.)
10. Unless otherwise agreed by the Parties, the costs of permits or environmental assessments associated with the conducting any of the activities described in an approved annual work plan or in an approved amended annual work plan including, but not limited to, California Department of Fish and Game 1601 permits, Regional Water Quality Control Board 401 permits, United States Army Corp of Engineers 404 permits, and any California Environmental Quality Act compliance. (The implementation of some post-implementation activities may be subject to the ability to obtain permits to conduct the post-implementation activities.)

#### **E. OTHER POST-IMPLEMENTATION WORK**

Any post-implementation cost or activity that the Parties deem necessary that is not listed in II.D above may be included in an annual work program and budget described in Section II.F below. Such costs and activities include, but are not limited to, adaptive management measures, control of noxious weeds within the LORP area, replacement of capital improvements, and salt cedar control attributable to the LORP that is proposed to be conducted that will cost more than the funding available for salt cedar control pursuant to Section 6 of the Stipulation and Order entered on September 15, 2004 in the case of *Sierra Club and Owens Valley Committee v. City of Los Angeles et al.* (case number S1CVCV01-29768).

#### **F. POST-IMPLEMENTATION WORK PLANS AND BUDGETS**

1. With regard to annual work plans and budgets, Section 2.2.1 of the Final LORP EIR provides in pertinent part as follows:

*Also, following the implementation of the LORP, in December of each year, the Technical Group will develop and adopt an annual work program describing the work to be performed in regard to the LORP (including the implementation of adaptive management*



*measures) during the following fiscal year. Each work program will identify who will perform or oversee the work, a schedule for the performance of the work and a budget. Following adoption by the Technical Group, the work programs will be submitted to the County and LADWP governing boards for consideration of approval. Meetings of each governing board are open to the public. Before the work plans and accompanying budgets can be implemented, they will have to be approved by each governing board.*

*If the Technical Group is in disagreement over the need to implement an adaptive management measure or over the content of a work program, the disagreement will be submitted to the Inyo County/Los Angeles Standing Committee ("Standing Committee") for resolution. The Standing Committee was formed in 1982 and consists of both managers and elected and appointed officials from the County and LADWP. Its meetings are open to the public. If the Standing Committee is unable to resolve a disagreement, the disagreement will be submitted to the governing boards of each entity for resolution. If the governing boards are unable to agree on all, or any part, of a work program, the portion of the program in disagreement will not be implemented. Further, if the governing boards are in disagreement over the need to implement an adaptive management measure, the measure will not be implemented.*

2. By approximately April 1, 2010, and by approximately the 1st of April of each following year, if the Technical Group is in agreement on an annual work plan and budget, then each Party shall submit to its governing board or to its designee a work plan and budget for any post-implementation cost or activity that is attributable to the LORP and that is planned to be conducted by the Parties during the year commencing the following July 1, together with a recommendation that the work plan and budget be approved. (A copy of the 2009-2010 Work Plan and Budget that has been approved by the Technical Group is attached as Exhibit E.) Each work plan shall include activities identified in Section II.D and may include activities described Section II.E. Each work plan and budget will identify the activities (including any adaptive management modifications deemed necessary) for each of the four LORP physical features (Riverine Area, Delta Area, Off River Lakes and Ponds, and the Blackrock Waterfowl Area) and any other components of the LORP.
3. Each work plan shall identify who will perform or oversee the work, activity or program (i.e., LADWP and/or the County and/or outside contractor), and shall include a schedule for the performance of the work, activity or program. For each item in the budget, the budget shall identify the work that will be conducted by each Party. Each work plan will divide the planned work using the procedure employed by the Parties in developing the 2009-2010 Work Plan and Budget. Each Party will bear its own costs for conducting its portion of the work described in the work plan. As may be applicable, the following principles shall

guide the assignment of labor rates in the preparation of a work plan and budget:

- a. If the Parties agree that LADWP will conduct work for the reason that LADWP would prefer to conduct the work even though the County is willing to perform the work, the costs of such work will be shared by the Parties using the County's labor rates (or a contractor's labor rates--whichever is lower).
  - b. If the Parties agree that LADWP will conduct work because the County is unable to conduct it, the costs of such extra work will be shared by the Parties based upon LADWP's labor rates.
  - c. If the Parties agree that the County will conduct work for the reason that the County would prefer to conduct the work even though LADWP is willing to perform the work, the costs of such work will be shared by the Parties based upon LADWP's labor rates.
4. If the work plan and budget calls for services or work to be performed by a contractor, the work plan will identify which Party will be responsible for awarding and administering each such contract. Beginning with the 2010-2011 fiscal year, the County will award and administer any contract with Ecosystem Sciences, Inc., unless otherwise agreed by the Parties, for work agreed upon by the Parties involving the LORP (exclusive of a contract for the management and monitoring of livestock grazing and utilization in the LORP area).
  5. In the event that the Technical Group is in disagreement over whether an item should be included in a work plan, over the amount of work performed on an item, over whether an item should be included in a budget, over the amount of an item to be included in a budget, or over another work plan-related item, the issue(s) in disagreement shall be submitted to the Standing Committee for resolution. If the Standing Committee resolves the disagreement, each Party will submit the recommended resolution to its governing board or to its designee, together with a recommendation that it be approved. If the Standing Committee cannot resolve a disagreement, the issues in disagreement will be submitted to the governing boards of each Party for resolution. Alternatively, before submitting the disagreement to the governing boards, the Standing Committee may agree to submit the disagreement to an impartial third party to review the issue or issues in disagreement and to issue a non-binding recommendation for resolution of the disagreement. If a third party recommendation is issued, and the disagreement is not resolved, the governing boards may consider the recommendation of the third party, but neither board is required to accept or implement the recommendation. If the governing bodies cannot resolve a disagreement, the activity or adaptive management measure in question will not be jointly conducted or funded; however, one Party may agree to conduct such an activity or implement an adaptive management measure at its own cost and to fund any increased costs (operation, maintenance, etc.) that result from the activity or measure in subsequent years. Concerning funding for activities

described in Sections II.D and II.E, Section 2.2.2.2 of the Final LORP EIR provides in pertinent part:

*As required by law, decisions as to the availability of funding for the LORP will be made annually by the Inyo County Board of Supervisors and by the LADWP Board of Water and Power Commissioners. In the event that one or both governing boards determine that there are insufficient funds available to cover the entity's share of the costs of the LORP, each entity will evaluate the situation and will take such action as it deems appropriate under the then existing applicable law.*

6. To the extent that the County finds that funding is available, the County will first provide funding for activities included in annual LORP work plans and budgets that are essential to complying with applicable court orders and legal commitments. A list of such activities, in descending order of priority, follows:
  - a. Work and activities required to maintain required flows in the river and required water supplies to the other components of the LORP.
  - b. Maintenance and operational costs associated with flow compliance monitoring and reporting required by the Stipulation and Order.
  - c. Habitat and water quality monitoring as described in the then current version of the LORP Adaptive Management Plan or required to comply with the requirements of Lahontan Region Water Quality Control Board.
  - d. The preparation of an annual report as required by Section 2.10.4 of the Final LORP EIR and by Section L of the Stipulation and Order.
  - e. Other work and activities including the implementation of adaptive management measures.
7. Once an annual work plan and budget have been approved, the County and LADWP shall each have the right to monitor and review the work and activities performed by the other Party to ensure compliance with the work plan and budget. Also, neither Party shall approve a change order or a modification of any contract that provides for work and services that are identified in the work plan as being jointly funded by the Parties unless the change order or modification has been approved by the Parties.

#### **G. AMENDMENT OF WORK PLANS AND BUDGETS**

1. In the event that the need to conduct post-implementation activity arises following the adoption of an annual work program and budget, the Technical Group shall develop an amended work program, a schedule, and an amended budget that identifies the work that will be conducted by each Party. The cost sharing for the work identified in the amended work plan shall be as provided in

Section F.3. The amended work plan and budget shall be submitted by each Party to its governing board or to its authorized designee together with a recommendation for approval.

2. In the event that the Technical Group is in disagreement over the amended work program or amended budget, the issues in disagreement shall be resolved as provided in Sections II.F.5 and II.F.6.

## **H. URGENT WORK**

1. In the event of a situation where it is necessary to immediately conduct post-implementation work or an activity in order to protect public health or safety, to comply with the provisions of the Stipulation and Order, or to ensure the integrity or the efficient operation of the project, LADWP and/or Inyo County, will conduct the work (or cause the work to be conducted). The Inyo County Administrator and the Manager of the Los Angeles Aqueduct will meet within 48 hours from commencement of the work and attempt to agree on the need for the urgent work. As soon as practicable thereafter, the Parties will prepare a report that describes the work conducted, the cost of the work, and a recommendation as to the portion of the cost of the work to be funded by each agency. In the event that these individuals are in disagreement over the need for the urgent work or the apportionment of costs, if the other Party does not object, the other Party may continue to conduct such an activity at the risk of assuming the entire cost of the activity being conducted.
2. If there is no agreement on the urgency of the activity or the cost apportionment, the issue(s) in disagreement shall be submitted to the Standing Committee for resolution. If they cannot resolve a disagreement, the issues in disagreement will be submitted to the governing boards of each Party for resolution. If the governing bodies cannot resolve a disagreement, the issues in disagreement shall be resolved as provided in Sections II.F.5 and II.F.6.

## **I. POST-IMPLEMENTATION THIRD PARTY FUNDING**

The Standing Committee may agree that the Parties will jointly seek funding from a third party for the post-implementation costs of the LORP. LADWP will not unreasonably withhold permission to the County for the use of Los Angeles-owned lands for a post-implementation project proposed to be funded by third-party funds as long as the proposed project is consistent with this agreement and the goals of the LORP. Any such jointly agreed upon third-party funds obtained will be expended as agreed by the Standing Committee. This provision for Standing Committee agreement on third-party funding does not preclude either Party from individually seeking funding from a third party to fund its share of the post-implementation costs of the LORP. However, unless the Parties otherwise agree upon an amendment to the work plan and budget, the receipt of funds from a third party by one Party will not affect the post-implementation funding commitment of the other Party. Moreover, it shall be the responsibility of the Party receiving the third-party funding to pay any costs and perform any compliance work related to the funding received.

## J. ADJUSTMENTS AND PAYMENTS

### 1. Initial Adjustment of the Post Implementation Credit

Within ten days of approval of this agreement by the governing boards of the Parties, LADWP shall adjust the Post Implementation Credit described in Recitals 7 and 8 by increasing it by 2.9 percent, an increase in accordance with the July 2007 Los Angeles-Anaheim-Riverside All Urban Consumers Price Index ("price index").

### 2. Debits and Payments

- a. Except for \$22,652.00 in costs for adaptive management measures that will be conducted during 2009-2010 that were not conducted in previous years, the County's share of the costs of the 2009-2010 work plan and budget (\$243,524.00) shall be the amount of the County's financial obligations for the June 11, 2007 to June 30, 2008 period and for the 2008-2009 fiscal year.
- b. Within 30 days after approval of this agreement by the governing bodies of the Parties, LADWP shall take the following actions in the following order:
  - i. To cover the County's obligation for July 11, 2007 to June 30, 2008 period, LADWP shall reduce the Post Implementation Credit by \$243,524.00.
  - ii. Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index.
  - iii. To cover the County's obligation for 2008-2009 fiscal year, LADWP shall reduce the Post Implementation Credit by the amount of \$243,524.00.
  - iv. Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index.
  - v. Reduce the remaining balance by the amount of \$266,176.00, reflecting the County's share of the costs for the 2009-2010 work plan and budget, including adaptive management.
- c. Commencing on July 10, 2010, and effective as of July 10 of each following year for as long as a credit remains in the Post Implement Credit, LADWP shall adjust the amount of the credit upward or downward in accordance with the previous April's price index.

- d. On each July 21 following July 21, 2009 through July 21, 2021 (or on the next business day thereafter if a July 21 is not a business day) for as long as sufficient funds remain in the Post Implementation Credit, LADWP shall annually reduce the credit by the County's cost obligation identified in that year's annual work plan and budget approved pursuant to Section II.F.
  - e. Once the balance in the Post Implementation Credit has been reduced to an amount that is insufficient to cover the amount of the required debit, LADWP will reduce the Post Implementation Credit to zero, and the County will make a payment to LADWP from the Trust Account in the amount of the difference. Thereafter, on or before July 21 of each year through July 21, 2021, the County shall make an annual payment to LADWP from the Trust Account in the amount of the County's cost obligation identified in an annual work plan and budget approved pursuant to Section II.F.
  - f. If, on or before November 1, 2021, the amount remaining in the Trust Account is insufficient to cover a required payment to LADWP, the County shall pay the remaining balance in the Trust Account to LADWP and shall make a supplemental payment in the amount of the difference to LADWP; on or before November 1 of each year through November 1, 2021, the County shall make an annual payment to LADWP in the amount of the County's share of any post-implementation cost or activity (including adaptive management measures) identified in an annual work plan and budget approved pursuant to Section II.F.
  - g. If an amendment to a work plan and budget is agreed upon as provided in Section II.G or if a modification of a work plan and budget to conduct urgent work is agreed upon as provided in Section II.H, within 60 days of the agreement, either the Post Implementation Credit, and/or the Trust Account will be debited in the amount of the County's share of the increased costs or the County will make a payment to LADWP in the amount of the County's share of the increased costs.
  - h. Each year, at the election of the County, the County may reimburse itself from the Trust Account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County under an annual work plan and budget approved pursuant to Section II.F.
3. Annual Accounting Reports
- a. Beginning on October 31, 2009 and on or before each October 31 thereafter through October 31, 2022, an annual accounting report that describes the work performed pursuant to the previous year's approved work plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved

work plan and budget. The costs will be documented by timesheets and other appropriate documentation. It is recognized that actual costs incurred by the Parties will likely be different than the amounts budgeted in the approved work plan(s). The accounting must be approved by the governing board of each Party or by the Party's designee.

- b. Except as provided in Section II.J.3.c below, if a Party fully performs the share of the work allocated to it in an annual work plan (as may be modified) and if the Party has fully funded its share of contract costs (as may be modified by change order) as identified in an annual budget, that party is in compliance with this agreement, and there shall be no reconciliation of hours or costs even if an annual accounting report or an audit shows that the Party expended more or less time in performing the work than was estimated in the annual work and/or budget. However, the results of any annual accounting report, audit, or other information maybe used to guide the development of future years' annual work plans.
- c. If an annual accounting report shows that the amount paid by a Party for contract services and/or contract work was less than the amount budgeted for the contract services and/or contract work, to reconcile the change with the approved budget, the accounting report will specify whether a payment should be made by LADWP to the County or whether a debit from the Post Implementation Credit and/or Trust Account or whether the County should make a payment to LADWP. (There is no need to reconcile increased contract costs since the work plan will be modified if, pursuant to Section F.8, there is an agreed upon contract change order that increases the cost of the contract.)
- d. At any time within three years after submission of the accounting, either Party shall have the right to conduct an audit of the expenditures itemized in the accounting by providing 30 days calendar notice to the other Party. The Party being audited shall provide the other Party with an office to conduct this audit along with all requested documents and information at no cost to the other Party. The Party conducting the audit shall bear the costs of conducting the audit. The Party conducting the audit shall promptly conduct and complete it and shall notify the other Party in writing of any expenditure that it believes is improper. The Party being audited shall promptly respond to any claim of an improper expenditure in writing. If the County and LADWP are in disagreement over whether an expenditure was improper, the matter will be submitted to the Standing Committee for resolution. If the Standing Committee is in agreement, the Parties will submit a proposed resolution of the matter, if any, to the governing boards of each entity or their designees. If the Standing Committee cannot agree, the issue(s) in dispute will resolved as provided in Section II.K.

#### **K. DISPUTE RESOLUTION**

1. Any dispute arising under this agreement that cannot be resolved by the Parties, except those disputes that are subject to dispute resolution under Sections II.F.5 and II.F.6, may be submitted to dispute resolution under Section XXVI of the Water Agreement. The Parties agree that because any dispute arising out of this agreement that has not been resolved by the Parties has already been considered by the Technical Group and the Standing Committee, dispute resolution under Section XXVI of the Water Agreement will commence by submitting the matter to mediation/temporary arbitration as described in Section XXVI.C of the Water Agreement.
2. Such mediation/temporary arbitration must be commenced by providing the Standing Committee with a written notice within 45 days of a failure by the governing boards of the Parties to resolve a dispute. A failure to submit the notice within the 45-day period shall be a waiver of the right to dispute an issue. The written notice shall describe the dispute and the disputing Party's argument in favor of its position. The other Party shall submit its argument in favor of its position to the other Party and to the mediators within 30 days of the submission of the initiating Party's notice. If, within 45 days of the submission of the responding Party's argument, the dispute has not been resolved, the mediators shall submit written findings to the Standing Committee. If a Party disagrees with the findings of the mediators, the dispute may be submitted to a Superior Court Judge as provided in Section XXVI.D of the Water Agreement.

#### **L. NO FINANCIAL SET OFF**

In the event that LADWP believes that this agreement has given rise to an obligation of the County that the County has not paid, in the absence of a final judgment from a court of competent jurisdiction that expressly allows LADWP to set off such an obligation of the County against any funding required to be provided or credited by LADWP to the County under the Water Agreement or under the LORP Funding Agreement, LADWP shall not reduce the amount of any payment to the County called for by the Water Agreement.

#### **M. AMENDMENTS**

This agreement may only be amended by written agreement of LADWP and the County. After the completion of the 2010-2011 fiscal year, the Parties will consider whether any of the other provisions of this agreement should be amended to better reflect the Parties' experience during the first five years of this agreement.

#### **N. AMENDMENT OF SECTION A.2 OF THE LORP FUNDING AGREEMENT**

The last sentence of the third paragraph of Section A.2 (page 5) of the LORP Funding Agreement between the County and LADWP provides that the County will only be required to pay its share of the LORP post-implementation costs from the Trust Account after the Post Implementation Credit has been fully expended.



Section II.J.2.h above provides that each year, at the election of the County, the County may reimburse itself from the Trust Account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County under an annual work plan and budget approved pursuant to Section II.F. In order to make the provisions of the LORP Funding Agreement and this agreement consistent, the last sentence of the third paragraph of Section A.2 (page 5) of the LORP Funding Agreement is amended to read as follows (amendments are shown in italics):

*Only after the credit has been fully expended will be the County be required to pay to LADWP its share of the LORP post-implementation costs from the trust account established pursuant to section B below; however, before the credit has been fully expended, the County may reimburse itself from the trust account for LOR- related, non-reimbursed costs incurred by the County for activities or work performed by the County that the County conducts under an annual work plan and budget that has been approved by the County and LADWP.*

**O. CONSULTATION WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME ON SEASONAL HABITAT FLOWS**

1. The 1997 Memorandum of Understanding between the City of Los Angeles Department of Water and Power, County of Inyo, California Department of Fish and Game (“DFG”), California State Lands Commission, Sierra Club, and the Owens Valley Committee, Section II.C.1.b.ii, addresses a seasonal habitat flow in the riverine riparian system. The section states:

*A seasonal habitat flow. It is currently estimated that in the years when the runoff in the Owens River watershed is forecasted to be average or above average, the amount of planned seasonal habitat flows will be approximately 200 cfs, unless the Parties agree upon an alternative habitat flow with higher unplanned flows when runoff exceeds the capacity of the Los Angeles Aqueduct. (The runoff forecast for each year will be DWP’s runoff year forecast for the Owens River Basin, which is based upon the results of its annual April 1 snow survey of the watershed.) In years when runoff is forecasted to be less than average, the habitat flows will be reduced from 200 cfs to as low as 40 cfs in general proportion to the forecasted runoff in the watershed. The amount of the annual habitat flow will be set by the Standing Committee, subject to any applicable court orders concerning the discharge of water onto the bed of Owens Lake and in consultation with DFG, and be based on the Lower Owens River Riverine-Riparian Ecosystem element of the LORP Plan, which will recommend the amount, duration and timing of flows necessary to achieve the goals for the system under varying hydrologic scenarios.*

2. In order to address the requirement that the amount of annual habitat flow will be set by the Standing Committee in consultation with DFG, including the amount, duration, timing, and ramping of water releases to the river, the following process will be followed.
  - a. Soon after the first of April each year, LADWP will develop its annual runoff year forecast for the Owens River Basin. The runoff year forecast will be developed as described in Section 2.3.5.3 of the LORP EIR. within 21 days of the release of runoff year forecast, LADWP and the County will transmit a recommendation or separate recommendations concerning the amount, duration, timing, and ramping of the seasonal habitat flow, along with LADWP's annual runoff year forecast for the Owens River Basin, to DFG. DFG will be requested to, within ten business days from receipt of the recommendation, provide their concurrence with the recommendations or provide their own recommendation as to the amount, duration, timing, and ramping of the seasonal habitat flow along with the scientific basis for its differing recommendation.
  - b. The Standing Committee will meet before the release of each seasonal habitat flow to consider setting the amount, duration, timing, and ramping of seasonal habitat flow. An action item entitled "Setting the Seasonal Habitat Flow" will be placed on the agenda of that Standing Committee meeting during which the LORP seasonal habitat flows will be considered. The Standing Committee will provide an opportunity for DFG to make a presentation at the meeting concerning its recommendations. Following the presentation, the Standing Committee will act on setting the seasonal habitat flow.

**P. CONSULTATION WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME ON THE AMOUNT OF FLOODED AREA IN THE BLACKROCK WATERFOWL HABITAT AREA**

1. Section II. C.4 of the 1997 Memorandum of Understanding between the City of Los Angeles Department of Water and Power, County of Inyo, California Department of Fish and Game, California State Lands Commission, Sierra Club, and the Owens Valley Committee, addresses the "1500 Acre Blackrock Waterfowl Habitat Area." The section states:

*Approximately 500 acres of the habitat area will be flooded at any given time in a year when the runoff to the Owens River Watershed is forecasted to be average or above. In years when the runoff is forecasted to be less than average, the water supply to the area will be reduced in general proportion to the*

*forecasted runoff in the watershed. (The runoff forecast for each year will be DWP's runoff year forecast for the Owens River Basin, which is based upon the results of its annual April 1 snow survey of the watershed.) Even in the driest years, available water will be used in the most efficient manner to maintain the habitat. The Wildlife and Wetlands Management Plan element of the LORP Plan will recommend the water supply to be made available under various runoff conditions and will recommend how to best use the available water in dry years. The amount of acreage to be flooded in years when the runoff is forecasted to be less than average will be set by the Standing Committee based upon the recommendations of the Wildlife and Wetlands Management Plan and in consultation with DFG."*

2. In order to address the requirement that when runoff is forecasted to be less than average, the amount of acreage to be flooded will be set by the Standing Committee in consultation with DFG the following process will be followed.
  - a. Soon after the first of April each year, LADWP will develop its annual runoff year forecast for the Owens River Basin. The runoff year forecast will be developed as described in Section 2.3.5.3 of the LORP EIR. In the event the runoff forecast equals or exceeds "normal runoff" as defined in Section 2.3.5.3 of the 2004 Final LORP EIR, no further action is required.
  - b. If the runoff forecast is for less than the normal runoff, the year will be considered a Dry Year, and consultation with the Department of Fish and Game ("DFG") will occur on the development of a Dry Year Blackrock Management Plan. In a Dry Year, by approximately the second or third week in April, LADWP and the County will transmit the recommendation concerning the amount of acreage to be flooded, along with LADWP's annual runoff year forecast for the Owens River Basin to DFG. DFG will be requested to, within ten business days from receipt of the recommendation, provide their concurrence with the recommendation or provide their own recommendation as to the amount of acreage to be flooded, along with the scientific basis for its differing recommendation.
  - c. In dry years when DFG has a differing recommendation, a report on the difference will be provided to the Standing Committee and a Standing Committee meeting will be scheduled. An action item entitled "Establishment of Dry Year Blackrock Management Plan" will be placed on the Standing Committee agenda. The Standing Committee will provide an opportunity for DFG to make a presentation at the meeting concerning its recommendations. Following any such presentation by DFG, the Standing Committee will consider adoption of a Dry Year Blackrock Management Plan.

**Q. LONG TERM 1600 AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME**

Section II.I.2 of the MOU requires a long-term agreement with DFG under Section 1601 of California Fish and Game Code “that covers any such activities that are described and addressed in the LORP EIR.” LADWP is seeking this agreement with DFG and began discussions with DFG and the County on draft of the agreement in September 2008. DFG released a copy of LADWP’s 1600 application to the parties to the MOU in June 2009. LADWP shall consult with the County prior to entering into the agreement (and visa versa if the County is required to enter into its own 1600 agreement).

**R. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The Final LORP Monitoring, Adaptive Management and Reporting Plan, prepared by Ecosystem Sciences Inc. and dated April 28, 2008, made a change to the project description contained in the LORP EIR by adding augmentation of seasonal habitat flows as an adaptive management measure. LADWP has prepared and released to the parties to the MOU an addendum to the Final LORP EIR that addresses this change.

**S. CONSULTATION WITH THE LORP ADVISORY COMMITTEE**

1. The Final LORP Monitoring, Adaptive Management and Reporting Plan dated April 28, 2008 provides that a LORP Advisory Committee consisting of DFG, the Sierra Club, the Owens Valley Committee and LADWP lessees in the Owens Valley will be consulted at least twice in each monitoring year. Section 3.3 of the LORP Adaptive Management Plan (pages 3-6) provides that the first consultation will occur after the annual “rapid assessment survey” to inform the parties and alert them to issues or concerns that will need to be dealt with when making adaptive management decisions. The Advisory Committee will be provided with a communication on the issues and concerns derived from the annual rapid assessment survey, and the Advisory Committee will be invited to submit written comments on the need for adaptive management that are based upon the results of the survey.
2. Section 3.3 of the LORP Adaptive Management Plan (pages 3-6) also provides that a second consultation will occur once the “Scientific Team” has drafted its recommendations for adaptive management and compiled monitoring data and analyses. In accordance with Section L of the July 2007 Stipulation and Order, the Advisory Committee and the public will be provided with the draft of the annual LORP report, which will include “results of analysis and recommendations on the need for adaptive management actions” (described in Section 2.10.4 of the Final LORP EIR), at least 15 days in advance of a public meeting on the information contained in the report. The Advisory Committee

and the public will have the opportunity to offer comments on the draft report within a 15-day period following the public meeting. Following consideration of any comments submitted, the Technical Group will conduct a meeting as described in Section 2.10.4 of the Final LORP EIR.

#### **T. TERM**

The provisions of this agreement will terminate on July 11, 2022; however, for the purpose of allowing for an audit to be conducted pursuant to Section II.J.3.d, and to allow time for the reconciliation of any accounting disputes that may arise under Section II.J.3.d the Parties agree that the applicable provisions of the agreement will be extended as necessary for those limited purposes. The Parties will make a determination of the obligations for any ongoing operation and maintenance activities and associated funding at the time of the effective termination of this agreement.

#### **U. NOTIFICATIONS**

Any notification required by this Agreement shall be made as set forth below. A change in the recipient or a change of the address of a recipient will be provided in writing to the other Party.

To the County:

Inyo County Administrator  
P.O. Drawer N  
Independence, California 93526  
Email: kcarunchio@inyocounty.us

Director, Inyo County Water Department  
P.O. Box 337  
Independence, California 93526  
Email: bharrington@inyocounty.us

To LADWP:

Director of Water Operations  
Box 51111  
Room 1460  
Los Angeles, California 90051-5700  
Email: martin.adams@ladwp.com

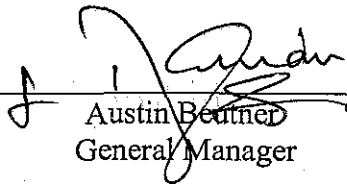
Manager, Aqueduct Business Group  
300 Mandich Street  
Bishop, California 93514-3449  
Email: gene.coufal@ladwp.com

IN WITNESS WHEREOF, the City of Los Angeles Department of Water and Power and the County of Inyo have caused this Lower Owens River Project Post Implementation Agreement to be executed by their duly authorized representatives.

City of Los Angeles Department of Water and Power

DEPARTMENT OF WATER AND POWER  
THE CITY OF LOS ANGELES BY THE  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES


Dated: 6/1/10

By:   
Austin Beutner  
General Manager

And:   
Secretary

County of Inyo

Dated: 06-15-2010

By:   
Kevin D. Carunchio  
Inyo County Administrator

AUTHORIZED BY RES. 010 323  
MAY 18 2010

APPROVED AS TO FORM AND LEGALITY  
CARMEN A. TRUTANICH, CITY ATTORNEY

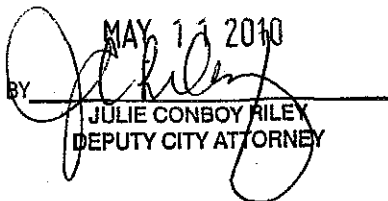
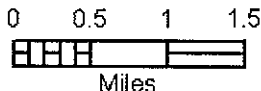
MAY 11 2010  
BY   
JULIE CONBOY RILEY  
DEPUTY CITY ATTORNEY

Exhibit A

SHEET 1 of 4

LORP  
Inyo County & LADWP  
Maintained Roads



- INYO COUNTY MAINTAINED ROADS
- LADWP MAINTAINED ROADS

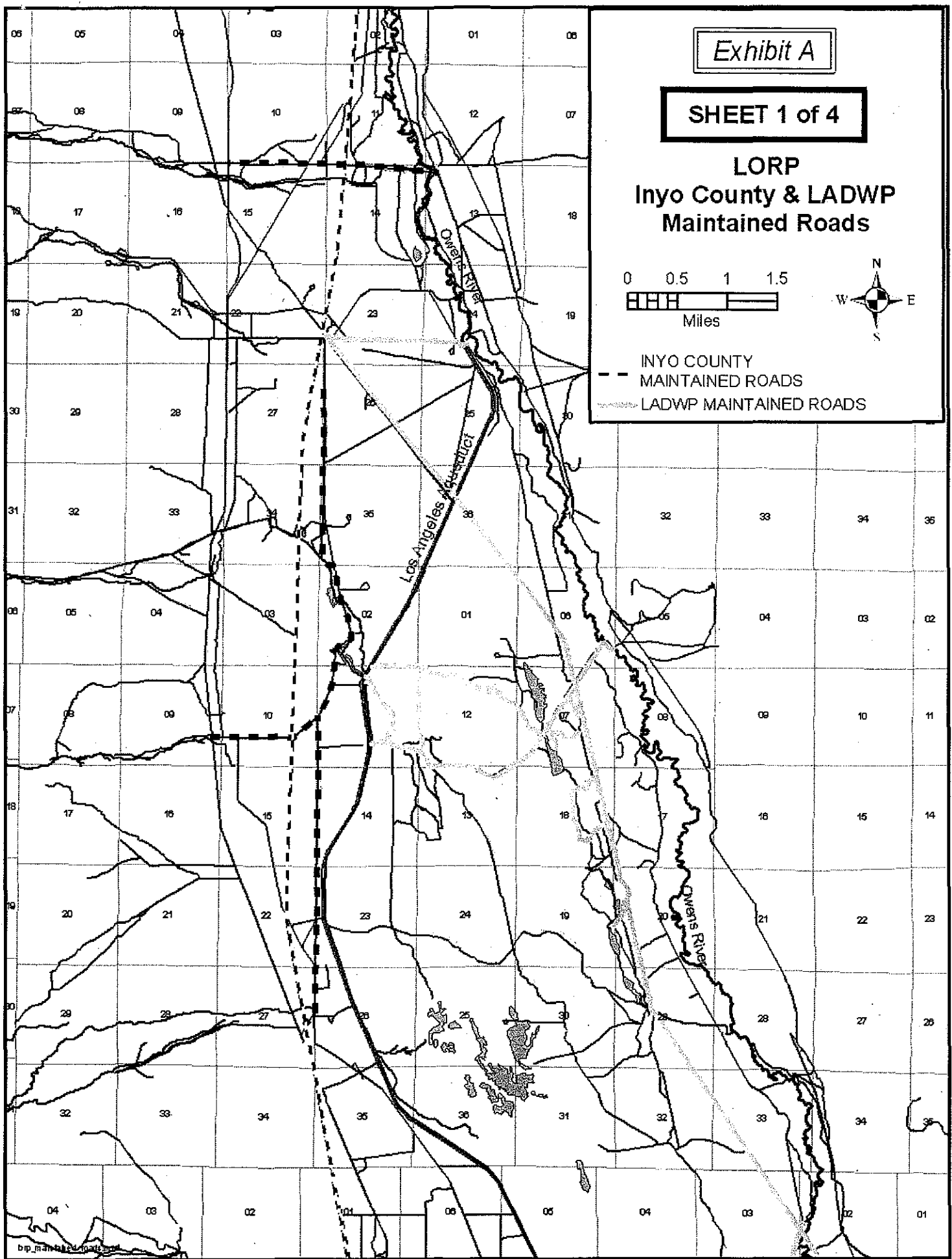
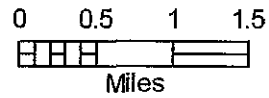


Exhibit A

SHEET 2 of 4

LORP  
Inyo County & LADWP  
Maintained Roads



- INYO COUNTY MAINTAINED ROADS
- - - LADWP MAINTAINED ROADS

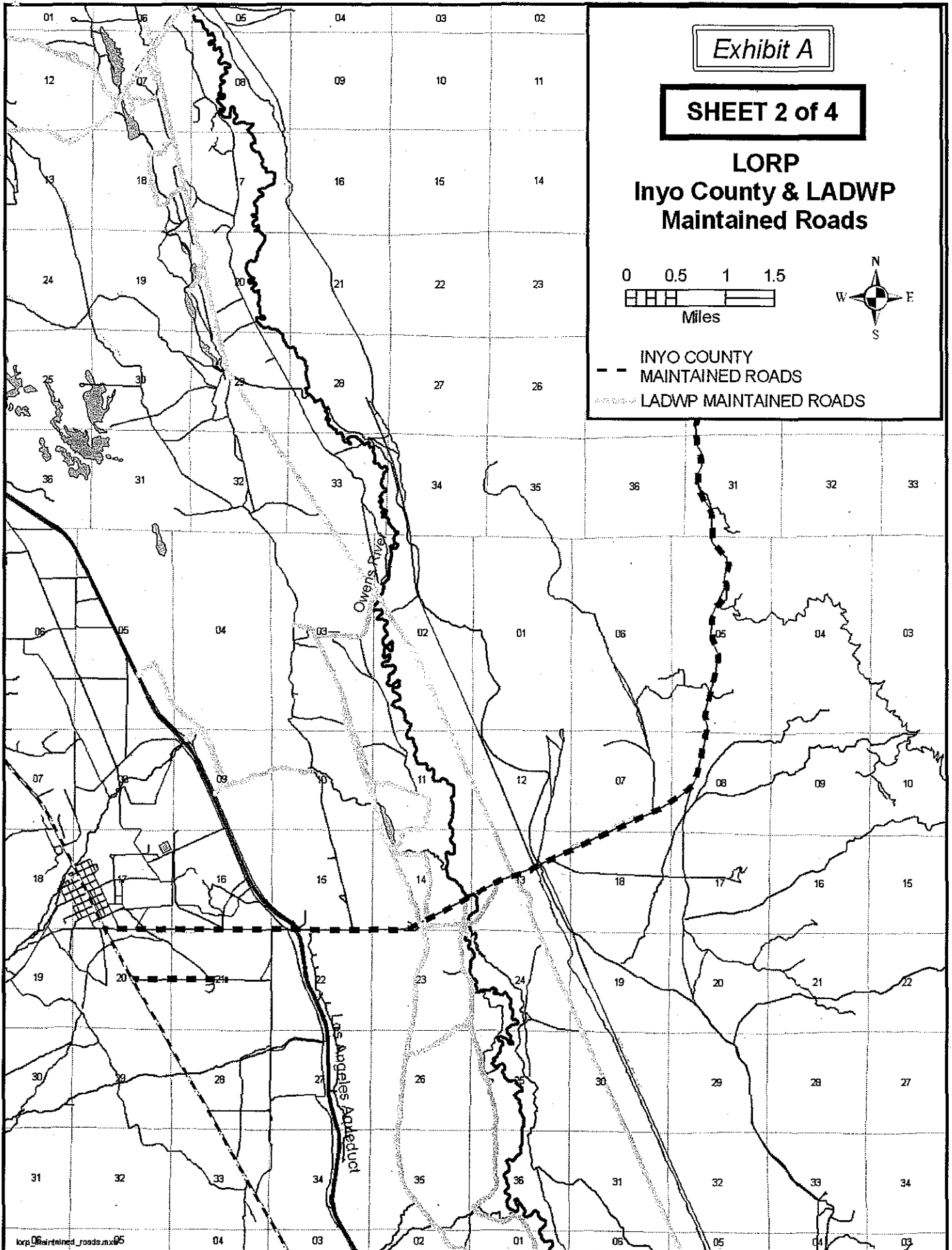




Exhibit A

SHEET 3 of 4

LORP  
Inyo County & LADWP  
Maintained Roads

0 0.5 1 1.5



Miles



--- INYO COUNTY  
MAINTAINED ROADS  
- - - LADWP MAINTAINED ROADS

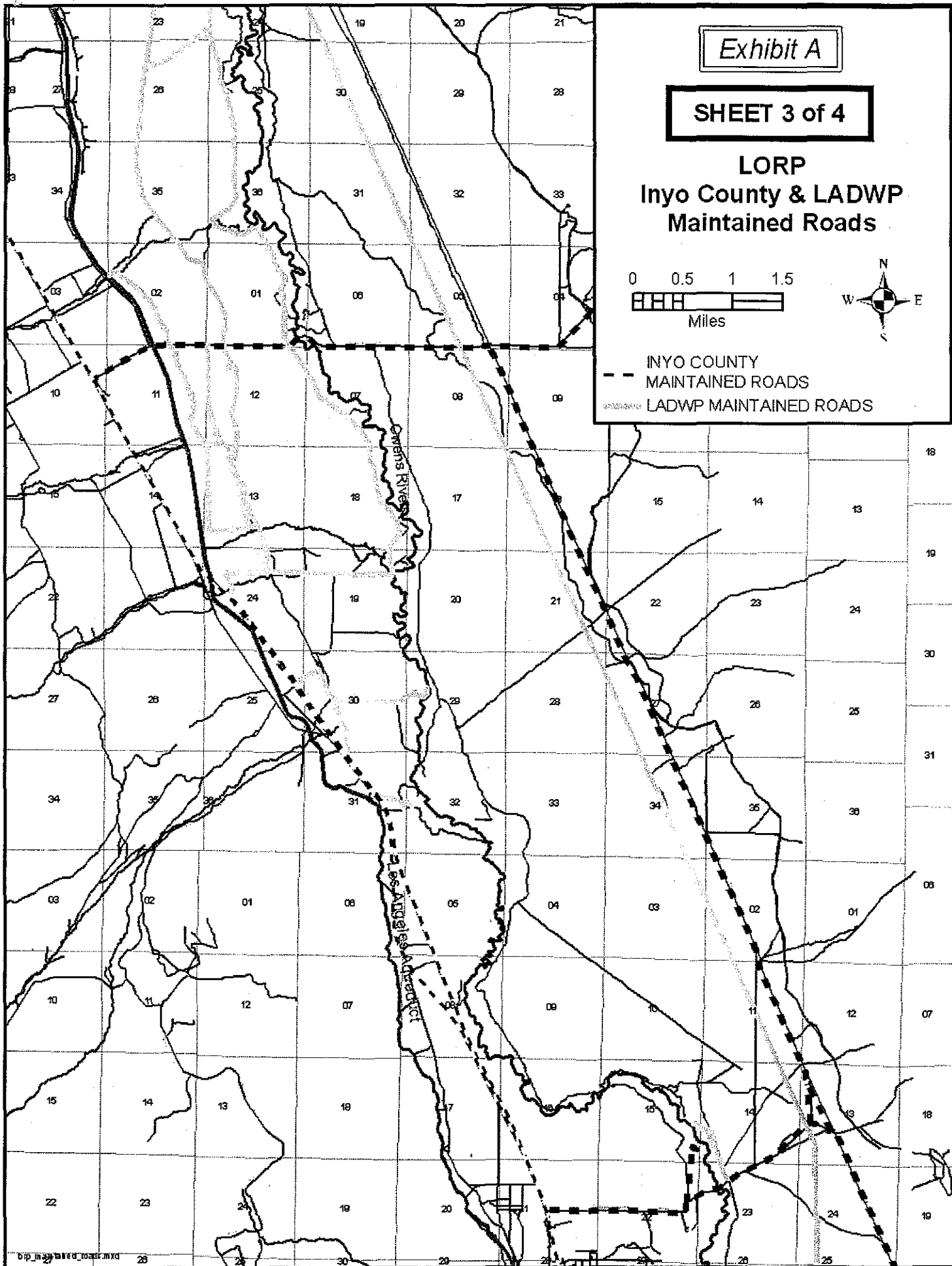
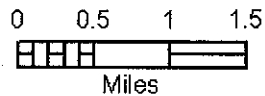


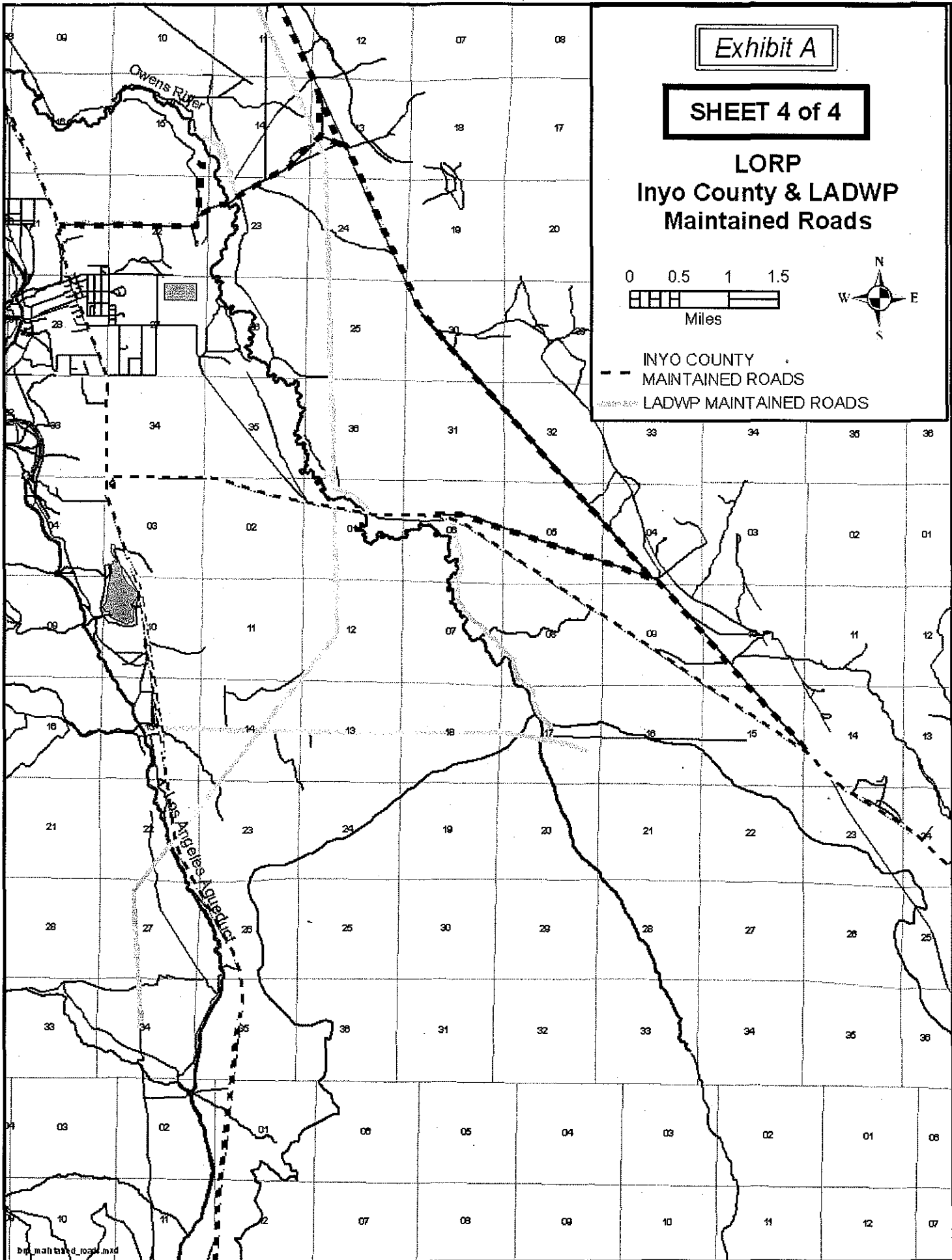
Exhibit A

SHEET 4 of 4

LORP  
Inyo County & LADWP  
Maintained Roads

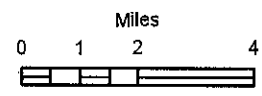


--- INYO COUNTY  
MAINTAINED ROADS  
- - - LADWP MAINTAINED ROADS



**Exhibit B**

**LORP  
Location Map  
Permanent Flow Gaging Stations**



INDEPENDENCE

OWENS RIVER AT INTAKE

LOS ANGELES

LOWER

AQUEDUCT

OWENS

OWENS RIVER AT MAZOURKA CYN RD

MAZOURKA CANYON RD.

395

RIVER

MANZANAR REWARD RD

OWENS RIVER AT REINHACKLE SPRINGS

LONE PINE

136

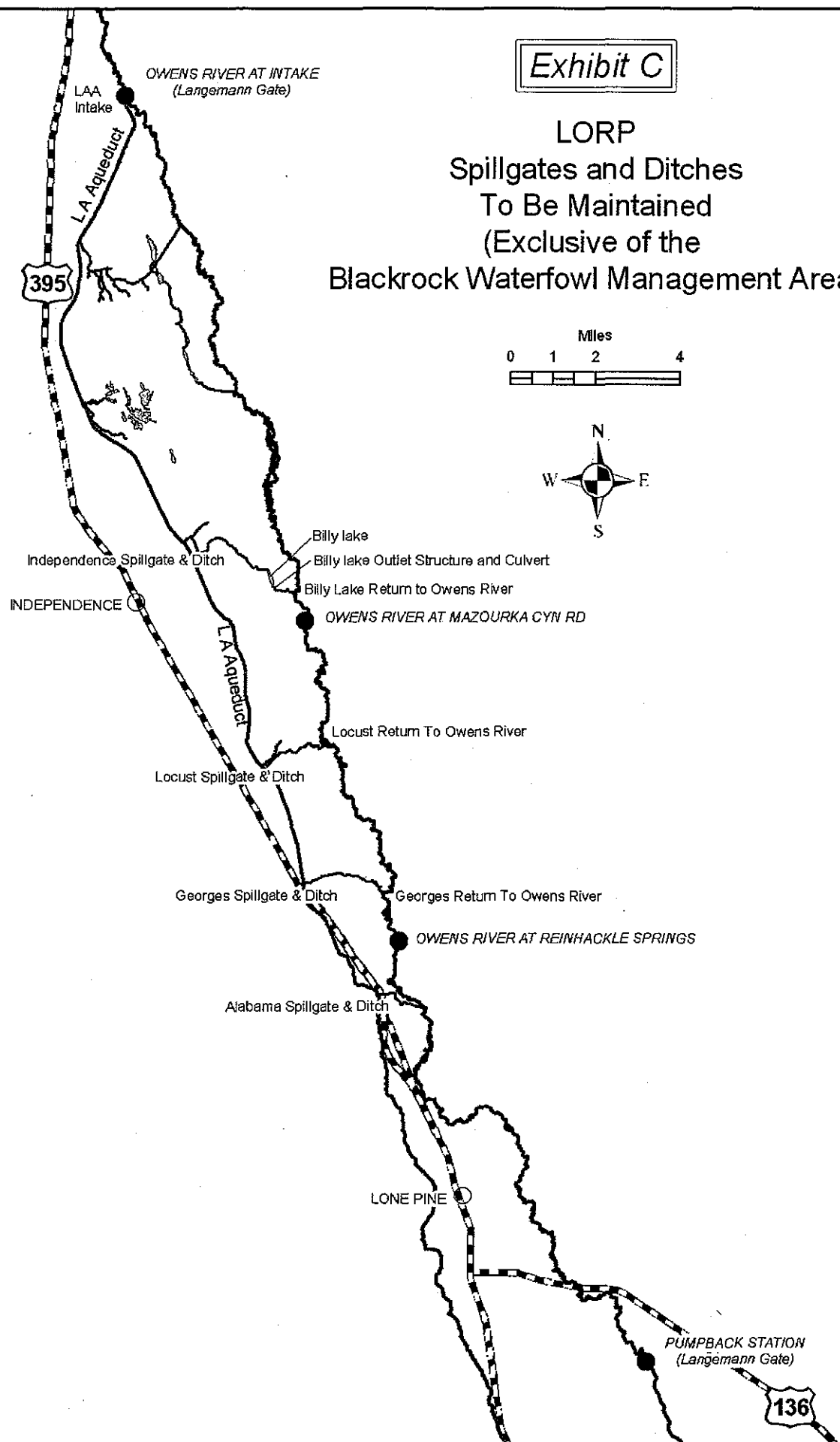
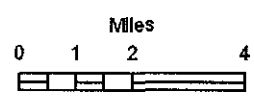
PUMPBACK STATION  
- STATION OUTFLOW  
- LANGEMANN GATE  
- POND SPILLWAY

**Legend**

- MEASURING STATIONS
- DITCHES AND OWENS RIVER
- LOS ANGELES AQUEDUCT

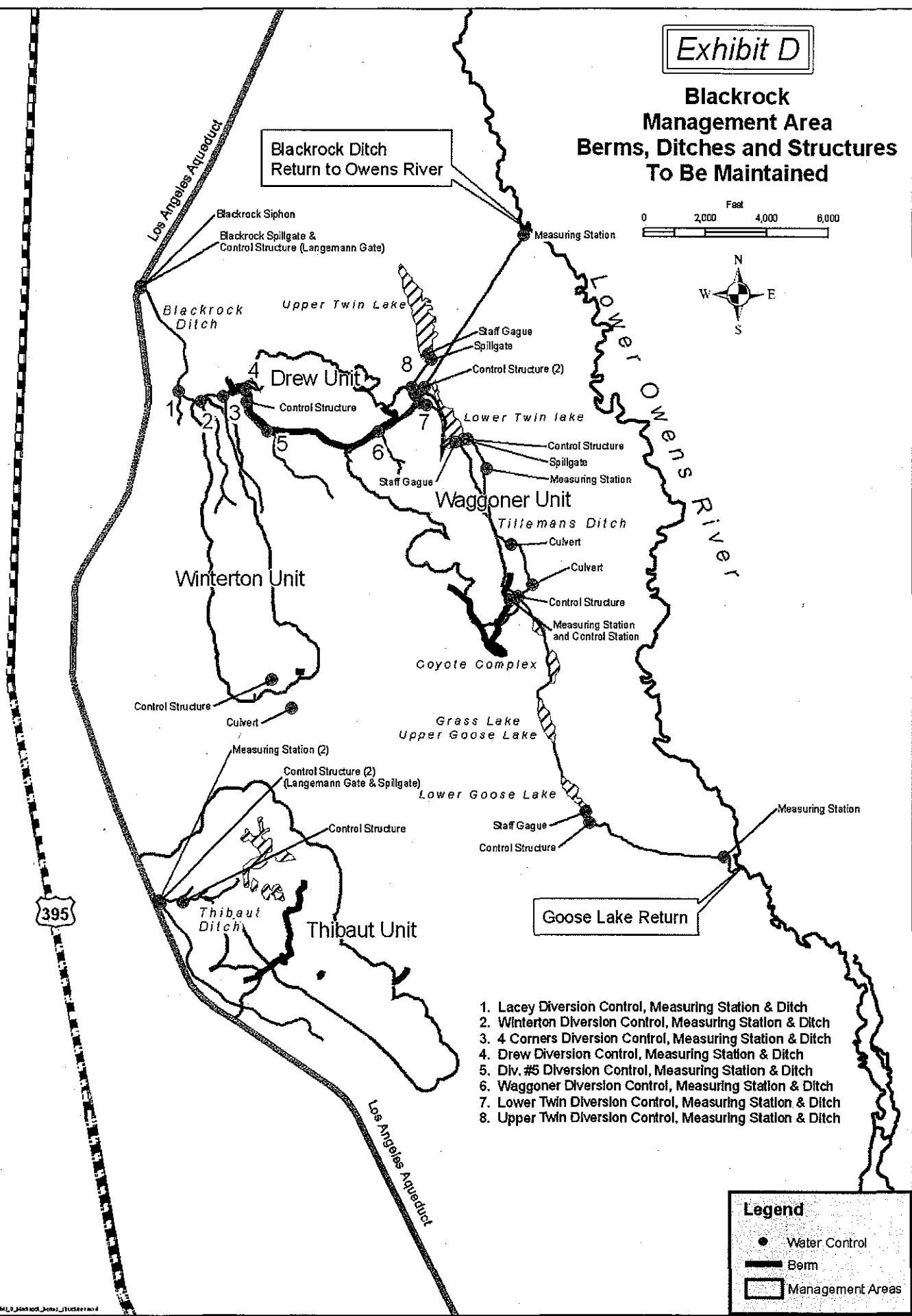
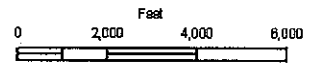
**Exhibit C**

**LORP  
Spillgates and Ditches  
To Be Maintained  
(Exclusive of the  
Blackrock Waterfowl Management Area)**



**Exhibit D**

**Blackrock Management Area  
Berms, Ditches and Structures  
To Be Maintained**



1. Lacey Diversion Control, Measuring Station & Ditch
2. Winterton Diversion Control, Measuring Station & Ditch
3. 4 Corners Diversion Control, Measuring Station & Ditch
4. Drew Diversion Control, Measuring Station & Ditch
5. Div. #5 Diversion Control, Measuring Station & Ditch
6. Waggoner Diversion Control, Measuring Station & Ditch
7. Lower Twin Diversion Control, Measuring Station & Ditch
8. Upper Twin Diversion Control, Measuring Station & Ditch

**Legend**

- Water Control
- Berm
- ▭ Management Areas

*Exhibit E*

**2009-2010 Fiscal Year  
Lower Owens River Project  
Workplan and Budget**

**FINAL**  
**Prepared by Inyo County Water Department**  
**and**  
**Los Angeles Department of Water and Power**  
**March 30, 2009**

## **2009 – 2010 Fiscal Year Lower Owens River Project Workplan**

This 2009-2010 Fiscal Year (July 1 to June 30) Lower Owens River Project Workplan was jointly prepared by staff of the Inyo County Water Department and the Los Angeles Department of Water and Power. This workplan was adopted by the Inyo County/Los Angeles Technical Group on March 30, 2008. The Technical Group recommends that the 2009-2010 Fiscal Year Lower Owens River Project Workplan be approved by the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power of Commissioners.

### **Introduction**

The Final Environmental Impact Report for the Lower Owens River Project Section 2.2.1 provides that in December of each year, the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work program for the Lower Owen River Project (LORP) describing work regarding the LORP to be performed in the following fiscal year, including implementation of adaptive management measures. Each work program will identify who will perform or oversee tasks, a schedule, and a budget. Following adoption by the Technical Group, the work programs will be submitted to the County and LADWP governing board for approval. Before a work plan and budget can be implemented, it must be approved by each governing board. This document is the work plan for fiscal year July 2009 – June 2010.

The objectives of this work plan are to maintain compliance with the July 11, 2007 Superior Court Stipulation and Order in case no. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1998 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this workplan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the *LORP Monitoring and Adaptive Management Plan* (ESI 2008), or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this workplan covers maintenance, monitoring, mosquito abatement, weed management, salt cedar control, and operations. Section 2 of this workplan addresses adaptive management measures. Weed management and Saltcedar control activities are tasked and funded under separate agreements and not described in this work plan.

## 2009 – 2010 Fiscal Year Lower Owens River Project Workplan

Summary 2009- 2010 fiscal year Monitoring and Adaptive Management Budget.

Category	Total
Hydrologic monitoring	\$255,953
Biologic and Water Quality	\$77,989
Maintenance	\$239,187
Mosquito Abatement	\$127,000*
Adaptive Management	\$45,304
<b>Total</b>	<b>\$745,433</b>

\* includes \$67,000 contingency for aerial applications

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.



# 2009 – 2010 Fiscal Year Lower Owens River Project Workplan

## Section 1. Maintenance and Monitoring Tasks

The maintenance and monitoring portion of this work plan consists of seven categories of tasks: maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, weed management, and salt cedar control .

Maintenance. Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, fence repair, and adjustments to flow control structures. Estimates of the level of effort necessary for maintenance were based on the level of effort that was required during 2008 – 2009.

Hydrologic Monitoring. Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Estimates of the level of effort required for hydrologic monitoring were based on the level of effort required during 2008 – 2009, with the exception that it was assumed that the number of measuring stations in the river corridor would be reduced to four, and that the temporary flow measurement stations in the delta will be discontinued. This assumption is based on the Standing Committee taking action on the permanent monitoring stations early in the 2009-2010 fiscal year.

Currently, the flooded acreage of the BWMA is being measured by walking the perimeter of the flooded area on foot with GPS every two weeks. Based on the measured flooded area, flows have been adjusted to maintain a fixed acreage. Two problems have arisen: (1) because the flows have been adjusted constantly, no relation has been apparent between water inputs and flooded acres, and (2) walking the perimeter of the flooded area has proven prohibitively costly due to the man-hours required. Discussion on changing the method of determining the flooded extent by, developing a relationship between applied water and flooded acreage by holding the inflow rate constant and allowing the flooded area to equilibrate to an approximately fixed acreage are ongoing. Under this proposed monitoring method, the acreage will be measured on foot twice per quarter (approximately every six weeks) with intermediate assessments of flooded acreage by using remote sensing. If this monitoring is utilized, the budget for hydrologic monitoring will be reduced by \$72,524.

Biological/Water Quality Monitoring. Biological and water quality monitoring is related to the tasks indicated in the Table 4.01 of the LORP Monitoring and Adaptive Management Plan (MAMP). Note that baseflow compliance, BWMA flooded extent, and Off-River Lakes and Ponds flooded extent are considered under Hydrologic Monitoring above. It is assumed that most monitoring will be jointly conducted by Inyo and LA and that the hours of each agency spend during 09-10, will offset one another. Range trend work will be planned, budgeted, and conducted by LADWP and is not included in this work plan. Fish condition monitoring is incorporated into the budget for water quality measurements. Ecosystem Sciences Incorporated, the MOU Consultant, will be involved with the Rapid Assessment Surveys, Baseflow Water Quality, Seasonal Habitat Flow, Seasonal Habitat Flooding Extent, Seasonal Flow Water

## 2009 – 2010 Fiscal Year Lower Owens River Project Workplan

Quality, Avian Census', Landscape Vegetation Mapping, and the Annual Report Preparation including adaptive management recommendations.

**Range Monitoring:** Range monitoring is related to the tasks described in section 4.6 of the MAMP. Three types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring, utilization and range trend. Irrigated pasture condition scoring is a tool used by managers to systematically track the condition of irrigated pastures. Utilization monitoring tracks the amount of biomass removed from non-irrigated fields and Range trend tracks the long-term effect of grazing and grazing management prescriptions on the grazing resource. Additionally, annual field inspections and evaluations will be conducted. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore not budgeted in this work plan.

**Mosquito Abatement.** For the fiscal year 2009–2010, the Owens Valley Mosquito Abatement Program (OVMAP) plans to continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. This budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

The budgeted amount of \$127,000 includes a contingency of \$67,000 in the event that supplementary aerial treatments are necessary. The use of this contingency required concurrence by both the Inyo County Chief Administrative Officer and LADWP's Aqueduct Manager.

**Weed Control.** The Inyo/Mono Counties Agricultural Commissioner's Office receives funding from LADWP to control and eradicate several different invasive weed species both within the LORP boundaries, and in areas within the watershed that that may serve as a seed source that could impact the LORP area. These invasive weed species include: *Lepidium latifolium*, *Acroptilon repens*, *Cirsium arvense*, *Centaurea solstitialis*, *Centaurea maculosa*, and *Cardaria draba*. These populations are managed using integrated pest management methods, including mechanical, chemical and biological controls. Currently, there are 98 separate sites, on LADWP lands, spread over an area of 29,755 gross acres that Agricultural Commissioner's Office manages. Of these sites, 12 are within the LORP boundaries.

Along with weed treatment activities, the Agricultural Commissioner's Office provides mapping and monitoring of these infestations from year to year. Information gathered includes net and gross acreage, species, location, and the date when the selected management activity was conducted. The Agricultural Commissioner's Office also provides outreach to the public that is specific to the weed issues threatening the LORP, through educational materials targeting recreationalists visiting the area, and responds to and interacts with the public regarding any new weed locations found within the LORP area. LORP weed control activities are funded through

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agreements outside of the LORP Annual Work Plan, and are therefore not included in the budget presented here.

**Saltcedar Control.** The County Water Department's saltcedar control program will concentrate on the tributaries to the Lower Owens River channel. The purpose of working on the LORP is to reduce the likelihood of the creeks and streams spreading saltcedar throughout the Owens River re-watered channel. The current focus is to reduce the chance of infestation by treating areas in the river drainage basin. One permanent, one shared employee and six seasonal field assistants are expected to work on the control program during the treatment season (December-March). Monitoring and follow-up treatments by the Saltcedar Project Coordinator will occur during the balance of the year. LORP saltcedar control activities are funded through agreements outside of the LORP Annual Work Plan, and are therefore not included in the budget presented here.

### Maintenance and Monitoring Tasks Budget

The attached spreadsheets provide the budgets for hydrologic monitoring, biologic/water quality monitoring, maintenance, and mosquito abatement. The following table summarizes the costs of the monitoring for the fiscal year July 1, 2009 through June 30, 2010 and specifies the costs incurred by Inyo County, Los Angeles and the cost of the MOU consultant.

Category	Inyo costs	LA costs	MOU Consultant	Total Cost
Hydrologic monitoring	\$0	\$255,953	\$0	\$255,953
Biologic and Water Quality	\$8,779	\$0	\$71,210	\$77,989
Maintenance and Operations	\$0	\$239,187	\$0	\$239,187
Mosquito control	\$63,500	\$63,500	\$0	\$127,000
<b>Total</b>	<b>\$70,279</b>	<b>\$558,640</b>	<b>\$71,210</b>	<b>\$700,129</b>

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Generally, staff hours for the Inyo County and LADWP to conduct the biologic and water quality monitoring offset one another. There are 367 total people days necessary to complete the proposed biological and water quality monitoring, of which Inyo has 19 more people days allocated than LADWP. There is no offset for the Maintenance, Operations, or Hydrologic monitoring to be performed by LADWP. Additionally, LADWP has allocated 245 people days for Range Monitoring which is not a shared monitoring cost. Based on this budget, Inyo is required to compensate Los Angeles \$279,786 for the differential in expenditures for Maintenance, Operations, and Hydrologic monitoring. This value is calculated by subtracting the dollars Inyo County will spend during the fiscal year from the amount spent by LADWP and dividing the difference in half and adding half of the cost of the MOU Consultant. If the alternative monitoring plan for the BWMA is approved, this cost would be reduced by \$36,262 to \$243,524. Inyo County's cost share of implementing the Adaptive Management Measures is an additional \$22,652.

### **Section 2. Adaptive Management Measures**

The Adaptive management recommendations made by the MOU consultant for inclusion in the LORP Annual Report to the Standing Committee have been copied in their entirety below. Recommendations for the Rapid Assessment Surveys, Water Quality, and Land Use are in progress at this time or will be incorporated in the upcoming field seasons monitoring efforts. The Workplan and Budget associated with the MOU consultant recommendations for the Blackrock Waterfowl Management Area are described in this section, and also above under the hydrologic monitoring section. The Workplan and Budget associated with the Delta Habitat Area follow below. Based on comments received on the River Flow recommendation from the LORP Annual Monitoring Report, Inyo County and LADWP believe that prior to the development of a workplan for that item, an MOU Group meeting must be held to discuss how to move forward.

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Table of Adaptive Management Recommendations. LORP Annual Report 2008.

Management Area	Recommendation and/or Action
Rapid Assessment Survey (RAS)	<ul style="list-style-type: none"> <li>• <b>Report Composition:</b> Develop consistent documentation and reporting template that will enable better comparison between years of data collection.</li> <li>• <b>Data Organization and Management:</b> Future RAS efforts should include a categorical data element. Annual data collection needs to be integrated in order to better analyze changes from year to year.</li> <li>• <b>Noxious Weeds:</b> Perennial pepperweed was detected at four different sites and appear(s) to have spread from previous years. Locations should be verified and treated multiple times to prevent further expansion.</li> <li>• <b>Exotic Weeds:</b> 2008 RAS noted dense stands of smartweed encompassing much or all of the floodplain over a roughly 10 mile section of the river. This presents an opportunity for adaptive management. Control methods including physical, biological control, and chemical control. We recommend developing a study design of one or more methods of control to be used to treat selected sections of the infestation and monitor results.</li> <li>• <b>Woody Recruitment:</b> Woody recruitment appears to be occurring throughout the floodplain. Future data collection efforts should include categorical data documenting the number of new sprouts per location.</li> <li>• <b>Grazing Management Issues:</b> Supplemental feeding sites within the floodplain. Feeding/supplemental areas are not permitted within the riparian and floodplain areas. Consultation with lessees and removal.</li> <li>• <b>Tamarisk:</b> Request more information and the spatial data on the specific locations where tamarisk eradication was performed. 2008 RAS documented 700 tamarisk points, but reporting issues confounded results. Using categorical data for tamarisk results would alleviate many reporting issues. Data confusion and tabulation makes it difficult to make adaptive management recommendations concerning tamarisk.</li> <li>• <b>Tamarisk Seedlings:</b> 2008 RAS seeding sites all need to be visited, verified and treated.</li> <li>• <b>Tamarisk Slash:</b> large slash piles should continue to be chipped, burned and/or removed from the streambanks. Pile new slash in appropriate areas, not on streambanks, where LADWP can dispose of them.</li> <li>• <b>Roads:</b> Data management and density of road abundance and impacts is needed.</li> <li>• <b>Trash:</b> removal and proper disposal of several large appliances dumped into the floodplain.</li> <li>• <b>Beaver:</b> No recommended action.</li> </ul>
Water Quality	<p>Recommend establishing a standard of 1.0 mg/l dissolved oxygen exhibiting a downward trend, as the threshold beyond which corrective action is taken.</p>
River Flow	<p>Adaptive management decisions on adjusting river flows to improve tule management and water quality should be based on careful analysis of various flow scenarios. Recommend a thorough analysis of possible flow changes using current river baseline conditions and high-resolution modeling to produce a detailed report for MOU parties on flow alternatives and scenarios.</p>
Blackrock Waterfowl Management Area (BWMA)	<ul style="list-style-type: none"> <li>• Prepare Waggoner and Drew units for conversion. Burn non-forage, dense vegetation areas in Waggoner this winter. Temporarily fence Drew to graze off the forage rather than waste it by burning. Construct berms and two water control structures in Drew unit per plan specifications.</li> <li>• Initiate a partial draw down of the Winterton and Thibaut units as Waggoner and Drew are flooded beginning in the spring. Additional flooding can be performed at Thibaut, if acreage is needed.</li> <li>• Maintain the 28 acres of Thibaut ponds.</li> <li>• Develop a relationship between inflow and wetted area so that management is based on inflow with regular on-the-ground measurements of wetted area.</li> <li>• Manage wetted area with a continuous inflow so that natural, seasonal variations in water fluctuations will be emulated without extreme fluctuations.</li> <li>• Identify a method that is applicable to all the BWMA units for developing regression equations that relate wetted area to inflow volume by season.</li> <li>• During the dry phase in Thibaut, complete construction of the berm described in the project implementation plans at the southern end of the unit to confine flow and wetted perimeter.</li> </ul>
Delta Habitat Area (DHA)	<ul style="list-style-type: none"> <li>• Need to meet Brine Pool flow requirements of continuous minimum flow of 0.5cfs for one year.</li> <li>• Recommend evaluating the DHA to determine what changes may have occurred to vegetation resources (acreage and composition) prior to making any adaptive management decisions or modifications to seasonal pulse flows this spring, 2009.</li> </ul>
Land Use	<ul style="list-style-type: none"> <li>• No data tables that displayed all data collected were available to review. Ecosystem Sciences was not able to verify the conclusions reached for landuse compliance without examination of the data set.</li> <li>• Summarized data results reported for this year indicates that all irrigated pastures were monitored and all are in compliance.</li> <li>• Recommend that LADWP complete their transect placement in all pastures and fields and collect and report a complete set of utilization, irrigated pastures and range trend monitoring data for the 2009.</li> <li>• Recommend that all livestock grazing plans be reviewed and updated so they are compatible with the LORP Monitoring, Adaptive Management and Reporting Plan.</li> <li>• Lessee consultations as soon as possible.</li> <li>• Recommend that each grazing lease have its own monitoring sub-plan that includes the location of transects and utilization cages on each pasture and field.</li> <li>• Recommend that all fences necessary to manage grazing be completed as soon as possible – well before the end of 2009.</li> </ul>

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### **Modification of flow management and flooded area measurement in the BWMA**

The 1997 MOU calls for "Approximately 500 acres of the habitat area will be flooded at any given time in a year when the runoff to the Owens River watershed is forecast to be average or above average. In years when the runoff is forecasted to be less than average, the water supply to the area will be reduced in general proportion to the forecasted runoff in the watershed." The relationship between Owens Valley runoff to flooded acreage is further described in Ecosystem Sciences August 2002 LORP Plan and Section 2.5.5 of the 2004 LORP EIR. Regulation of water delivery to maintain a set flooded acreage has proven difficult and the resulting relation between water supplied and flooded acreage has been erratic. Recognizing that the relationship between the amount of flooded acreage and water release to the habitat area is poorly known and will continue to be so, at least, until an adequate data base is developed, maintaining the required flooded acreage will be conducted according to a schedule fixing constant water delivery rates over fixed seasonal time periods. The purpose of this adaptive management measure is to develop an efficient method of monitoring and managing the Blackrock Waterfowl Management Area (BWMA), while still providing the desired benefits to wetlands and waterfowl. The adaptive management measure will be undertaken as an experiment to:

1. Determine the relationship between flooded acreage and water supplied for each BWMA unit, and to determine how that relationship changes seasonally.
2. Develop an efficient method of evaluating flooded acreage.
3. Develop a long-term protocol for managing the BWMA.

Seasonal water delivery flow rates will be set for each habitat area based on water use per acre flooded ratios developed from existing data. Using the available flooded acreage and water supplied data, an acre-foot per acre ratio of water used to acres flooded will be used to set flow rates. Flow will be set at the beginning of a season and held at that rate for the season. The length of each season is defined. At the midpoint and end of each seasonal time period the perimeter of the flooded acreage will be mapped to delineate the extent of flooding for the corresponding flow. This data will be used to establishing ratios for future seasonal flows.

The flooded acreage and flows will be based on the current runoff years forecast at the beginning of seasonal time period. Flooded acreage will be evaluated using GPS at the start/end of each season, and at each season's mid-point. Remote sensing will be investigated as a method for evaluating flooded acreage, using the GPS flooded perimeters for ground-truth and calibration. Accuracy of flow measurements will be assessed as the data accumulate.

### **Delta Habitat Area Flow Assessment**

#### **Background**

Two separate management requirements exist for the Delta Habitat Area (DHA); a short-term requirement of providing a minimum flow of 0.5cfs to the Brine Pool for a full year following project implementation, and a long-term requirement of maintaining and enhancing the 2005 Delta acreage (1,160 ac). The Brine Pool requirements should be met in March 2009. Meeting the DHA habitat requirements are more problematic.

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The long-term requirement of maintaining and enhancing the DHA requires further investigation. The only project objective that has been met is that an average annual flow of 6 to 9cfs passed the pumpback station to the DHA. In fact, data from the period of July 12th, 2007 to September 30th, 2008 indicates that an average annual flow of 11.6cfs flowed to the DHA. These data include the seasonal habitat flows and some additional high flows resulting from precipitation (natural variation) and pump station calibration and testing (which allowed river flows to bypass the station and flow into the DHA). If habitat flows are not included, the average annual flow passing the pumpback station to the DHA was 8.8 cfs.

LADWP's dust control project also affects the DHA. The dust control project brackets, or confines the DHA on both the east and west sides and, likely has raised shallow groundwater conditions which is effecting DHA water spreading and potentially infiltration rates. The prolonged effects of the seasonal habitat flows coupled with the above mentioned effects all have had an accumulated impact on the DHA.

The management of the DHA centers on providing the area an annual base flow of 6 to 9cfs, and supplementing that flow with four seasonal pulse flows designed to enhance habitat for waterfowl and encourage wetland development. Four pulse flows are scheduled to be implemented once the Brine Pool requirement is met in March 2009.

The important questions that require investigation relate to how the DHA has responded to a changed surrounding landscape (the dust control project) and a changed water regime since baseline conditions were measured. Dust control structures, levees and roads on the east and west side of the DHA have converted the area from an open ecosystem to a confined or closed ecosystem. Prior to this confinement, the DHA channels could naturally shift from time to time as vegetation developed and forced lateral movements thereby creating dynamic conditions for the enhancement of wetland areas and habitat.

During the seasonal habitat flow water broke out of the west channel at the upper end of the delta and flowed west along a dust control levee/cell and gravel area. Water coursed through a remnant channel to the west of the DHA. Prior to the seasonal habitat flow this remnant channel was dry. Rather than allow water to flow to the historic end point of the remnant channel it was diverted by a dust control project levee/road and flowed into a dust control cell. This water may have created additional wetland habitat had it been allowed to follow its historic course. It appears that this water did not enhance the DHA wetland or contribute to its maintenance, and may have had a deleterious effect on dust control measures.

Initial examination of remote imagery from the years 2000, 2005 and 2008 indicate that vegetation conditions in the DHA have changed. The amount of acreage (extent) and composition (species assemblage) change is not well quantified at this time. Yet, given the new physical conditions which will influence how water is transported through, beneath and around the DHA, and because the DHA's vegetation has changed since the initial planning and collection of baseline data, the use of the four pulse flows to enhance and maintain the wetlands need to be reevaluated; especially since there is some evidence that the wetlands are tending toward less diversity and more mono-culture.

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### **Planned Work**

The Lower Owens River Project Monitoring, Adaptive Management, and Reporting Plan (Table 4.01) describes monitoring efforts to determine wetland habitat development and vegetation mapping to be conducted in year 3 of the project. Due to concerns described above it has been proposed to accelerate that monitoring by one year conducting it during the 2009-2010 fiscal year. Ecosystem Sciences will evaluate the DHA to determine what changes may have occurred to vegetation resources (acreage and composition) in winter/spring 2009. LADWP acquired a September 2008 Quickbird Satellite Image of the DHA that allows for in-depth study of the vegetation resources of the area. Current and past satellite imagery coupled with ground-truthing of vegetation, flow data, shallow groundwater, and comparisons to baseline conditions will provide insight to DHA changes and allow for adaptive management decisions related to modification of seasonal pulse flows as necessary.

The following tasks will be conducted to evaluate DHA conditions and develop recommendations for the DHA:

1. Evaluation of land cover change. This task will use remote sensing, vegetation transects, and channel cross-section surveys to evaluate change from pre-LORP conditions.
2. Evaluation of hydrologic changes in the DHA. This task will use groundwater data and flow data to evaluate hydrologic changes in the DHA from pre-LORP and pre-dust abatement hydrologic conditions.
3. Evaluation of linkage between hydrologic changes and vegetation changes. The results of tasks 1 and 2 will be assessed to determine the effects of hydrologic changes on vegetation cover.
4. Recommendations for DHA management. Based on the linkages identified in task 3, the consultant will develop recommendations will be made aimed at managing DHA flows to better achieve the DHA goals of maintaining and enhancing delta habitats.

### **Deliverables**

Ecosystem Sciences will produce a report that evaluates the following questions in relation to the DHA and the appropriate flows to maintain the required habitat conditions:

How has vegetation cover and composition changed since the LORP began?

How has the LORP changed the hydrology of the DHA?

How have dust control measures changed the hydrology of the DHA?

What is the relation between hydrologic change and land cover change in the DHA?

The report will also include adaptive management recommendations aimed at better achieving the LORP goals for the DHA.

### **Schedule**

Work will be performed in the winter and early spring of 2009.



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### 2009 – 2010 Fiscal Year Adaptive Management Measures Workplan Budget

	Organization/Class	Days	Daily rate	Equipment rate	Total	LA Costs	ESI Costs
<b>Adaptive Management measures</b>							
<b>Delta Habitat Area Assessment</b>	LADWP Survey	20	477	45	\$10,440.00	\$10,440.00	
	ESI Principal	20	1032		\$20,640.00		
	ESI Senior	15	680		\$10,200.00		
	ESI Admin	2	512		\$1,024.00		
	ESI Expenses				\$3,000.00		\$34,864.00
<b>Adaptive Management Total</b>					<b>\$45,304.00</b>		

<b>Ecosystem Sciences Tasks</b>					
<b>Ecosystem Sciences Inc.</b>	<b>Field Time (days)</b>	<b>Analysis and Reporting (days)</b>	<b>Daily rate</b>	<b>Expenses</b>	
<b>River</b>					
<b>Rapid Assessment Survey</b>					
Principle		1	1032		\$1,032.00
Associate	10	5	680	150	\$11,700.00
<b>Base Flow Water Quality</b>					
Principle			1032	150	
Associate	0	1	680	150	\$680.00
<b>Seasonal Habitat Flow</b>					
Principle	6	2	1032	150	\$9,156.00
Associate			680	150	
<b>Indicator Species Habitat</b>					
Principle			1032	150	
Associate	1	2	680	150	\$2,190.00
<b>Habitat Flow Flooding extent</b>					
Principle	3	3	1032	150	\$6,642.00
Associate	3	2	680	150	\$3,850.00
<b>Habitat Flow Water Quality</b>					
Principle		1	1032	150	\$1,032.00
Associate			680	150	
<b>Landscape Veg Mapping</b>					
Principle		5	1032	150	\$5,160.00
Associate	5		680	150	\$4,150.00
<b>Subtotal</b>					<b>\$45,592.00</b>
<b>Blackrock</b>					
<b>Indicator Species Habitat</b>					
Principle			1032	150	
Associate	1	2	680	150	\$2,190.00
<b>Landscape Veg Mapping</b>					
Principle		2	1032	150	\$2,064.00
Associate	2		680	150	\$1,060.00
<b>Subtotal</b>					<b>\$5,914.00</b>
<b>Delta</b>					
<b>Indicator Species Habitat</b>					
Principle			1032	150	
Associate	1	1	680	150	\$1,510.00
<b>Landscape Vegetation Mapping</b>					
Principle		1	1032	150	\$1,032.00
Associate	1		680	150	\$830.00
<b>Subtotal</b>					<b>\$3,372.00</b>
<b>Off-River Lakes and Ponds</b>					
<b>Landscape Vegetation Mapping</b>					
Principle		1	1032	150	\$1,032.00
Associate	1		680	150	\$830.00
<b>Subtotal</b>					<b>\$1,862.00</b>
<b>Annual Report Preparation</b>					
<b>Annual Report</b>					
Principle		10	1032	150	\$10,320.00
Associate	5		680	150	\$4,150.00
<b>Subtotal</b>					<b>\$14,470.00</b>
			<b>Total</b>		<b>\$71,210.00</b>

Expenses are per diem and mileage\*

### Biologic and Water Quality Monitoring

Biologic and Water Quality	Organization/Class	Days	Invo Days	LA Days				
<b>River</b>								
Rapid Assessment Survey	LA/WRS-B	9						
	LA/WRS-C	18						
	IC/RESASST	18						
	IC/LORP	9	27	27				
Base Flow Water Quality	IC/HYDROL	18	18	0				
Seasonal Habitat Flow	LA/WRS-B	10	10	18				
	LA/WRS-C	5						
	IC/HYDROL	10						
Indicator Species Habitat	LA/WRS-B	4	4	4				
	IC/VEGSCI	4						
Habitat Flow Flooding extent	LA/WRS-B	10	10	15				
	LA/WRS-C	5						
	IC/GIS	10						
Habitat Flow Water Quality	IC/HYDROL	15	15	0				
Landscape Veg Mapping	IC/VEGSCI	12	24	24				
	IC/GIS	12						
	LA/WRS-B	12						
	LA/GIS	12						
Avian Census	LA/WRS-B	18	18	18				
	IC/GIS	18						
Analysis and Reporting	LA/WRS-B	9	9	9				
	IC/LORP	5						
	IC/GIS	4						
<b>Total Days</b>			132	112				
<b>Blackrock</b>								
Rapid Assessment Survey	LA/WRS-B	1	3	3				
	LA/WRS-C	2						
	IC/RESASST	3						
Indicator Species Habitat	LA/WRS-B	4	4	4				
	IC/VEGSCI	4						
Landscape Veg Mapping	IC/VEGSCI	4	8	8				
	IC/GIS	4						
	LA/WRS-B	4						
	LA/GIS	4						
Avian Census	LA/WRS-B	16	16	18				
	IC/GIS	16						
Data Analysis and Reporting	LA/WRS-B	4	4	4				
	LA/WRS-C	2						
	IC/LORP	2						
<b>Total Days</b>			39	38				
<b>Delta</b>								
Rapid Assessment Survey	LA/WRS-B	1	1	1				
	IC/RESASST	1						
Indicator Species Habitat	LA/WRS-B	1	1	1				
	IC/VEGSCI	1						
Landscape Vegetation Mapping	IC/VEGSCI	3	6	6				
	IC/GIS	3						
	LA/WRS-B	3						
	LA/GIS	3						
Avian Census	LA/WRS-B	7	7	7				
	IC/GIS	7						
Analysis and Reporting	LA/WRS-B	2	1	2				
	IC/LORP	1						
<b>Total Days</b>			15	17				
<b>Off-River Lakes and Ponds</b>								
Rapid Assessment Survey	LA/WRS-B	2	2	2				
	IC/RESASST	2						
Landscape Vegetation Mapping	IC/VEGSCI	4	8	8				
	IC/GIS	4						
	LA/WRS-B	4						
	LA/GIS	4						
Analysis and Reporting	LA/WRS-B	1	1	1				
	IC/LORP	1						
<b>Total Days</b>			11	11				
<b>Annual Report Preparation</b>								
Report preparation	LA/WRS-B	10	10	10				
	IC/LORP	10						
<b>Total Days</b>			10	10				
			193	174	Excess IC hours	Daily Rate	Equip Rate	IC Expense
					19	\$332.64	24.15	\$4,779.01

Hydrologic Monitoring				
	2009-2010 Predicted Person days	Predicted Labor Cost from July 1, 2009 through June 30, 2010	Predicted Equipment Cost July 1, 2009 through June 30,	Total Predicted Cost July 1, 2009 through June 30, 2010
<b>Hydrologic Monitoring</b>				
<b>RIVER</b>				
<b>Base Flow Compliance Monitoring</b>				
Hydrographer "B"	65	\$20,536.63	\$2,607.20	\$23,124.03
Hydrographer "A"	2	\$754.38	\$90.51	\$844.89
Senior Hydrographer	22	\$8,177.84	\$807.60	\$9,075.44
<b>Seasonal Habitat Flow Monitoring</b>				
Hydrographer "B"	20	\$6,191.53	\$760.00	\$6,971.53
Hydrographer "A"	4	\$1,333.49	\$160.00	\$1,493.49
Senior Hydrographer	9	\$3,087.67	\$340.00	\$3,437.67
<b>Data analysis</b>				
Hydrographer "B"	10	\$3,236.65	\$0.00	\$3,236.65
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	42	\$15,399.82	\$0.00	\$15,399.82
<b>Reporting</b>				
Hydrographer "B"	0	\$0.00	\$0.00	\$0.00
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	19	\$6,814.86	\$0.00	\$6,814.86
CE Associate I	51	\$17,911.98	\$0.00	\$17,911.98
CE Associate J	15	\$6,599.34	\$0.00	\$6,599.34
<b>BLACK ROCK WATERFOWL AREA</b>				
<b>Flooded Extent Monitoring</b>				
Hydrographer "B"	122	\$38,646.00	\$4,660.00	\$43,516.00
Hydrographer "A"	19	\$8,334.10	\$760.00	\$7,094.10
Senior Hydrographer	21	\$7,653.06	\$840.00	\$8,493.06
Maintenance and Construction Helper	148	\$39,867.00	\$0.00	\$39,867.00
<b>Data analysis</b>				
Hydrographer "B"	0	\$0.00	\$0.00	\$0.00
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	31	\$11,245.31	\$0.00	\$11,245.31
CE Associate J	12	\$5,434.75	\$0.00	\$5,434.75
Senior Draftsman	19	\$6,929.76	\$0.00	\$6,929.76
GIS Analyst	20	\$7,708.80	\$0.00	\$7,708.80
<b>Reporting</b>				
Hydrographer "B"	0	\$0.00	\$0.00	\$0.00
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	17	\$6,247.39	\$0.00	\$6,247.39
CE Associate I	20	\$7,024.30	\$0.00	\$7,024.30
CE Associate J	7	\$3,170.27	\$0.00	\$3,170.27
GIS Analyst	5	\$1,927.20	\$0.00	\$1,927.20
<b>OFF RIVER LAKES AND PONDS</b>				
<b>Lake Level Monitoring</b>				
Hydrographer "B"	9	\$2,721.36	\$342.66	\$3,064.41
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	4	\$1,467.72	\$180.00	\$1,617.72
<b>Data analysis</b>				
Hydrographer "B"	0	\$0.00	\$0.00	\$0.00
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	7	\$2,488.98	\$0.00	\$2,488.98
<b>Reporting</b>				
Hydrographer "B"	0	\$0.00	\$0.00	\$0.00
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	5	\$1,674.22	\$0.00	\$1,674.22
CE Associate I	5	\$1,756.08	\$0.00	\$1,756.08
CE Associate J	3	\$1,552.79	\$0.00	\$1,552.79
<b>DELTA</b>				
<b>Flow Monitoring</b>				
Hydrographer "B"	0	\$0.00	\$0.00	\$0.00
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	0	\$0.00	\$0.00	\$0.00
<b>Data analysis</b>				
Hydrographer "B"	0	\$0.00	\$0.00	\$0.00
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	0	\$0.00	\$0.00	\$0.00
<b>Reporting</b>				
Hydrographer "B"	0	\$0.00	\$0.00	\$0.00
Hydrographer "A"	0	\$0.00	\$0.00	\$0.00
Senior Hydrographer	0	\$0.00	\$0.00	\$0.00
CE Associate I	0	\$0.00	\$0.00	\$0.00
CE Associate J	0	\$0.00	\$0.00	\$0.00
<b>TOTAL =</b>				<b>\$255,993.00</b>

### Adaptive Management

Adaptive Management measures	Organization/Class	Days	Daily rate	Equipment rate	Total	LA Costs	ESI Costs
Delta Habitat Area Assessment	LADWP Survey	20	477	45	\$10,440.00	\$10,440.00	
	ESI Principle	20	1032		\$20,640.00		
	ESI Senior	15	680		\$10,200.00		
	ESI Admin	2	512		\$1,024.00		
	ESI Expenses				\$3,000.00		\$34,864.00
<b>Task Subtotal</b>					<b>\$45,304.00</b>		

Operations and Maintenance								
River	Labor type	Hours	Labor Rate	Total Labor	Equipment Type	Hours	Rate	Total Equipment
Measuring Stations Maintenance (4 Stations)	Power Shovel Operator Truck Driver/MCH Operator Building Repair Man		153.12	11417.8	Mower 3 axel dump trucks Gradaal Backhoe and trailer 3/4 ton 4x4 pick-up	263.2	75.76	4196.24
Spillgates and Ditches								
Intake Spillgate Maintenance (3 days per year)	Building Repair Man 2 - Truck Driver/MCH	27 54	37.53 33.14	1013.31 1789.56	3/4 ton 4x4 pick-up 3/4 ton 4x4 pick-up	27 27	5.77 5.77	155.79 155.79
Intake								
Mowing (3 days per year)	Operator 1 - Truck Driver/MCH	27 36	40.74 33.14	1099.58 1193.04	Mower 1 - 3 axel dump trucks	225 72	10.71 15.38	2409.75 1107.36
Cleaning (3 days per year)	Power Shovel Operator 2 - Truck Driver/MCH	27 54	43.29 33.14	1168.83 1789.56	Gradaal 2 - 3 axel dump trucks	27 72	25.64 15.38	692.28 1107.36
Blackrock Ditch								
Mowing (25 days per year)	Operator 2 - Truck Driver/MCH	225 450	40.74 33.14	9166.5 14913.2	Mower 2 - 3 axel dump trucks	225 450	10.71 15.38	2409.75 6921
Cleaning (10 days per year)	Power Shovel Operator 2 - Truck Driver/MCH	90 270	43.29 33.14	3896.1 8947.8	Gradaal 2 - 3 axel dump trucks	90 270	25.64 15.38	2307.6 4152.6
Goose Lake to River Ditch								
Cleaning (5 days per year)	Operator 1 - Truck Driver/MCH	45 45	40.74 33.14	1833.3 1491.3	Backhoe and trailer 1 - 3 axel dump trucks	45 45	14.66 15.38	659.7 692.1
Thibout Spillgate and Ditch								
Cleaning (4 days per year)	Power Shovel Operator 2 - Truck Driver/MCH	36 72	43.29 33.14	1558.44 2386.08	Gradaal 2 - 3 axel dump trucks	36 72	25.64 15.38	923.04 1107.36
Independence Spillgate and Ditch								
Cleaning (4 days per year)	Operator 2 - Truck Driver/MCH	135 270	40.74 33.14	5499.9 8947.8	Backhoe and trailer 2 - 3 axel dump trucks	135 270	14.66 15.38	1979.1 4152.6
Locust Spillgate and Ditch								
Cleaning (5 days per year)	Power Shovel Operator Operator 1 - Truck Driver/MCH	45 45 45	43.29 40.74 33.14	1948.05 1833.3 1491.3	Gradaal Backhoe and trailer 1 - 3 axel dump trucks	45 45 45	25.64 14.66 15.38	1153.8 659.7 692.1
Dean, Russell, Georges and Stevens								
Cleaning (20 days per year)	Operator 1 - Truck Driver/MCH	180 45	40.74 33.14	7333.2 1491.3	Backhoe and trailer 1 - 3 axel dump trucks	180 45	14.66 15.38	2638.8 692.1
Alabama Spillgate								
Cleaning (6 days per year)	Power Shovel Operator 3 - Truck Driver/MCH	54 162	43.29 33.14	2337.66 5368.68	Gradaal 3 - 3 axel dump trucks	54 162	25.64 15.38	1384.56 2491.56
Delta Spillgate Maintenance (3 days per year)	Building Repair Man 2 - Truck Driver/MCH	27 54	37.53 33.14	1013.31 1789.56	3/4 ton 4x4 pick-up 3/4 ton 4x4 pick-up	27 27	5.77 5.77	155.79 155.79
LORP Operations								
Patrol and Flow Changes (250 days per year)	Aqueduct and Reservoir K	2080	33.14	68931.2	3/4 ton 4x4 pick-up	2080	5.77	12001.6
Maintenance								
Fence (10 days per year)	Building Repair Man 2 - Truck Driver/MCH	90 180	37.53 33.14	3377.7 5965.2	3/4 ton 4x4 pick-up 3/4 ton 4x4 pick-up	90 90	5.77 5.77	519.3 519.3
<b>Total</b>				<b>\$239,187</b>				<b>\$58,194</b>

<b>Range Monitoring</b>	
<b>Task</b>	<b>People Days</b>
Utilization	40
Irrigated Pasture Condition	5
Range Trend	160
Annual Field Inspections (see 2-59 of EIR)	20
Field Evaluations (see 2-59 of EIR)	5
Analysis and Reporting	15
<b>Total</b>	<b>245</b>

**AMENDMENT NO. 2 TO AGREEMENT  
BETWEEN THE COUNTY OF INYO AND CITY OF LOS ANGELES DEPARTMENT OF WATER  
AND POWER CONCERNING OPERATION AND FUNDING OF THE LOWER OWENS RIVER  
PROJECT**

**THIS AMENDMENT NO. 2** to the Agreement Between the County of Inyo (County) and City of Los Angeles Department of Water and Power (LADWP) Concerning Operation and Funding of the Lower Owens River Project (LORP) (Agreement) is made and entered into by and between LADWP and the County, who are referred to under this Amendment as "Party" and collectively as the "Parties".

WITNESSETH

**WHEREAS**, the Agreement was approved May 18, 2010, with a termination date of July 11, 2022; and

**WHEREAS**, the Agreement was extended for two years through Amendment No. 1 until July 11, 2024; and

**WHEREAS**, operations, maintenance, hydrologic monitoring, and some adaptive management will continue in the LORP beyond the expiration of the Agreement; and

**WHEREAS**, representatives of the LADWP and the County have prepared Amendment No. 2 to the Agreement to their governing boards for approval to extend the Agreement for a period of two years (until July 11, 2026) to allow for the continuation of joint funding of LORP post-implementation costs by LADWP and the County;

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

**AMENDMENT**

**Amendment No. 2 to the Agreement**

Section II.A. Commencement of Post Implementation Funding Obligations, currently reads:

The commitments of LADWP and the County to jointly fund and operate the post-implementation costs and activities of the LORP commenced on July 11, 2007. In this agreement, the Parties define their responsibilities for jointly funding and conducting post-implementation activities required. After July 11, 2024, the required flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, the Parties will decide what level of operations, maintenance, habitat monitoring, and adaptive management will be conducted. The Parties do not intend by this agreement to redefine or reinterpret any provision of the MOU; however, by Section P of this agreement, the Parties intend to modify Section A.2 of the LORP Funding Agreement dated September 16, 2005.

Section II.A. Commencement of Post Implementation Funding Obligations, is now amended to read:

The commitments of LADWP and the County to jointly fund and operate the post-implementation costs and activities of the LORP commenced on July 11, 2007. In this agreement, the Parties define their responsibilities for jointly funding and conducting post-implementation activities required. After July 11, 2026, the required flows will continue to be maintained and the flow compliance monitoring required by the Stipulation and Order will continue to be conducted; however, the Parties will decide what level of operations,



maintenance, habitat monitoring, and adaptive management will be conducted. The Parties do not intend by this agreement to redefine or reinterpret any provision of the MOU; however, by Section P of this agreement, the Parties intend to modify Section A.2 of the LORP Funding Agreement dated September 16, 2005.

Section II.J.2.d. Debits and Payments, currently reads:

On each July 21 following July 21, 2009, through July 21, 2023 (or on the next business day thereafter if a July 21 is not a business day), for as long as sufficient funds remain in the Post Implementation Credit, LADWP shall annually reduce the credit by the County's cost obligation identified in that year's annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.d. Debits and Payments, is now amended to read:

On each July 21 following July 21, 2009, through July 21, 2025 (or on the next business day thereafter if a July 21 is not a business day), for as long as sufficient funds remain in the Post Implementation Credit, LADWP shall annually reduce the credit by the County's cost obligation identified in that year's annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.e. Debits and Payments, currently reads:

Once the balance in the Post Implementation Credit has been reduced to an amount that is insufficient to cover the amount of the required debit, LADWP will reduce the Post Implementation Credit to zero, and the County will make a payment to LADWP from the Trust Account in the amount of the difference. Thereafter, on or before July 21 of each year through July 21, 2023, the County shall make an annual payment to LADWP from the Trust Account in the amount of the County's cost obligation identified in an annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.e. Debits and Payments, is now amended to read:

Once the balance in the Post Implementation Credit has been reduced to an amount that is insufficient to cover the amount of the required debit, LADWP will reduce the Post Implementation Credit to zero, and the County will make a payment to LADWP from the Trust Account in the amount of the difference. Thereafter, on or before July 21 of each year through July 21, 2025, the County shall make an annual payment to LADWP from the Trust Account in the amount of the County's cost obligation identified in an annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.f. Debits and Payments, currently reads:

If, on or before November 1, 2023, the amount remaining in the Trust Account is insufficient to cover a required payment to LADWP, the County shall pay the remaining balance in the Trust Account to LADWP and shall make a supplemental payment in the amount of the difference to LADWP; on or before November 1 of each year through November 1, 2023, the County shall make an annual payment to LADWP in the amount of the County's share of any post-implementation cost or activity (including adaptive management measures) identified in an annual work plan and budget approved pursuant to Section II.F.

Section II.J.2.f. Debits and Payments, is now amended to read:

If, on or before November 1, 2025, the amount remaining in the Trust Account is insufficient to cover a required payment to LADWP, the County shall pay the remaining balance in the Trust Account to LADWP and shall make a supplemental payment in the amount of the difference to LADWP; on or before November 1 of each year through November 1, 2025, the County shall make an annual payment to LADWP in the amount of the County's share of any post-implementation cost or activity (including adaptive management measures) identified in an annual work plan and budget approved pursuant to Section II.F.

Section II.J.3. Annual Accounting Reports, currently reads:

Beginning on October 31, 2009, and on or before each October 31 thereafter through October 31, 2024, an annual accounting report that describes the work performed pursuant to the previous year's approved work plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved work plan and budget. The costs will be documented by timesheets and other appropriate documentation. It is recognized that actual costs incurred by the Parties will likely be different than the amounts budgeted in the approved work plan(s). The accounting must be approved by the governing board of each Party or by the Party's designee.

Section II.J.3. Annual Accounting Reports, is now amended to read:

Beginning on October 31, 2009, and on or before each October 31 thereafter through October 31, 2026, an annual accounting report that describes the work performed pursuant to the previous year's approved work plan, and the costs incurred by each Party in performing such work shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved work plan and budget. The costs will be documented by timesheets and other appropriate documentation. It is recognized that actual costs incurred by the Parties will likely be different than the amounts budgeted in the approved work plan(s). The accounting must be approved by the governing board of each Party or by the Party's designee.

Section II.T. Term, currently reads:

The provisions of this agreement will terminate on July 11, 2024; however, for the purpose of allowing for an audit to be conducted pursuant to Section II.J.3.d, and to allow time for the reconciliation of any accounting disputes that may arise under Section II.J.3.d the Parties agree that the applicable provisions of the agreement will be extended as necessary for those limited purposes. The Parties will make a determination of the obligations for any ongoing operation and maintenance activities and associated funding at the time of the effective termination of this agreement.

Section II.T. Term, is now amended to read:

The provisions of this agreement will terminate on July 11, 2026; however, for the purpose of allowing for an audit to be conducted pursuant to Section II.J.3.d, and to allow time for the reconciliation of any accounting disputes that may arise under Section II.J.3.d the Parties agree that the applicable provisions of the agreement will be extended as necessary for those limited purposes. The Parties will make a determination of the obligations for any ongoing operation and maintenance activities and associated funding at the time of the effective termination of this agreement.

Except as herein amended above, all other terms and conditions of Agreement shall remain in full force and effect.

This Amendment No. 2 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same amendment. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures. This Amendment No. 2 consists of five (5) pages.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 2 to the Agreement on the date indicated.

**DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS**

By: \_\_\_\_\_  
JANISSE QUINONES  
General Manager

Date: \_\_\_\_\_

And: \_\_\_\_\_  
Board Secretary

**COUNTY OF INYO**

By: \_\_\_\_\_  
NATE GREENBERG  
Inyo County Administrator

Date: \_\_\_\_\_



# 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

June 25, 2024

Reference ID:  
2024-477

### Fiscal Year 2024-2025 Lower Owens River Project Work Plan, Budget, and Schedule Water Department ACTION REQUIRED

**ITEM SUBMITTED BY**

Holly Alpert, Water Director

**ITEM PRESENTED BY**

Holly Alpert, Water Director

**RECOMMENDED ACTION:**

Adopt the 2024-25 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Lower Owens River Project (LORP) Work Plan for the 2024-2025 Fiscal Year has been jointly developed by the Inyo County Water Department (ICWD) and the Los Angeles Department of Water and Power (LADWP). The Technical Group adopted this plan on June 5, 2024, and recommends its approval by our respective governing boards.

The LORP work plan, guided by legal agreements, orders, and environmental commitments, outlines activities, budgets, and schedules for maintaining compliance with court orders, conducting necessary monitoring, and implementing adaptive management measures. Priorities include maintaining required river flows, habitat and water quality monitoring, and preparing an annual report.

The budget for operations, maintenance, monitoring, mosquito abatement, noxious species control, and reporting activities totals \$729,851.54, with Inyo County contributing \$80,000 and LADWP contributing \$649,851.54. Calculated based on the difference of expenditures between Inyo County and LADWP and divided evenly, the work plan will 'cost' the County a combined total of \$364,925.77, which will be paid from the LORP Trust Account held by the County. The remaining balance of the Trust after this payment will be \$1,632,500.04.

The work plan describes specific tasks to be performed. These include operations and maintenance of river and waterfowl conveyances (LADWP), hydrologic monitoring (LADWP), biological monitoring (ICWD/LADWP), and adaptive management (ICWD/LADWP). It also addresses mosquito abatement (Inyo Ag), noxious species control (Inyo Ag/LADWP), and salt cedar control (ICWD/LADWP) within the LORP boundaries. Range monitoring is included in the work plan, but the task is the sole responsibility of LADWP.

Key components of the Adaptive Management section include implementing the Interim Blackrock Waterfowl Management Area Plan (BWMA; Inyo/LADWP), monitoring the flooded extent of the BWMA waterfowl basins (ICWD), BWMA avian and vegetation monitoring (Inyo/LADWP), assessing tree recruitment (ICWD), conducting rapid assessment surveys (ICWD), analyzing aerial photos (LADWP),

and monitoring water quality (ICWD).

The work plan provides a schedule that outlines when monitoring and reporting activities are to be carried out throughout the fiscal year.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	504103
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
As of May 31, 2024, the LORP Trust holds \$2,114,832.24. After expenses from the 2023-24 and 2024-25 fiscal years are paid, the remaining trust balance will be \$1,632,500.04.			
<b>Future Fiscal Year Impacts</b>			
It is estimated that the remaining Trust balance will provide for another 4-5 years of LORP expenses.			
<b>Additional Information</b>			

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

Direct staff to work with LADWP to modify the 2024-25 Fiscal Year Lower Owens River Project Work Plan, Budget, and Schedule

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo/Mono Agricultural Commissioner's Office, LADWP

**ATTACHMENTS:**

1. 2024-2025 LORP Work Plan and Budget

**APPROVALS:**

Holly Alpert	Created/Initiated - 6/6/2024
Darcy Ellis	Approved - 6/6/2024
Holly Alpert	Approved - 6/7/2024
Keri Oney	Approved - 6/10/2024
John Vallejo	Approved - 6/12/2024
Amy Shepherd	Approved - 6/19/2024
Nate Greenberg	Final Approval - 6/19/2024



**Lower Owens River Project**  
**Work Plan, Budget, and Schedule**  
2024-2025 Fiscal Year

Prepared by  
Inyo County Water Department and  
Los Angeles Department of Water and Power



# Lower Owens River Project Work Plan, Budget, and Schedule 2024-2025 Fiscal Year

The Inyo County Water Department and the Los Angeles Department of Water and Power jointly prepared this 2024-2025 Fiscal Year Lower Owens River Project Work plan. The Inyo County/Los Angeles Technical Group adopted this work plan on June 5, 2024. The Technical Group recommends that the Inyo County Board of Supervisors and the City of Los Angeles Board of Water and Power Commissioners or their designee approve the 2024-2025 Fiscal Year Lower Owens River Project Work Plan.

## Introduction

The Final Environmental Impact Report for the Lower Owens River Project (LORP) Section 2.2.1 provides that the Long-Term Water Agreement (LTWA) Technical Group will develop and adopt an annual work plan for the LORP, which describes LORP work to be performed in the following fiscal year. This work plan identifies who will perform or oversee tasks, a schedule, and a budget. This work plan and budget were prepared according to the Agreement between the County of Inyo and City of Los Angeles Department of Water and Power Concerning Funding of the Lower Owens River Project (Funding Agreement) sections D, E, and F. Following adoption by the Technical Group, the work plan will be submitted to the County and LADWP governing boards for approval. Each governing board must approve the plan before this work plan and budget can be implemented. The Work Plan, Budget, and Schedule are in effect from July 1, 2024 – June 30, 2025.

The objectives of this work plan are to maintain compliance with the July 11, 2007, Superior Court Stipulation and Order in Case No. S1CVCV01-29768, conduct monitoring necessary to achieve the LORP goals described in the 1997 Memorandum of Understanding, maintain infrastructure necessary to the operation of the LORP, and implement adaptive management measures. The following priorities are observed in this work plan:

1. Work and activities required to maintain required flows in the river and required water supplies to other LORP components.
2. Maintenance associated with flow compliance monitoring and reporting associated with the above referenced Stipulation and Order.
3. Habitat and water quality monitoring described in the LORP Final EIR, or required to comply with the requirements of the Lahontan Regional Water Quality Control Board.
4. The preparation of the LORP Annual Report as required by Section 2.10.4 of the LORP Final EIR and by Section L of the above referenced Stipulation and Order.
5. Other work or activities including the implementation of adaptive management measures.

Section 1 of this work plan covers the budget and schedule for operations and maintenance, monitoring, mosquito abatement, noxious species control, saltcedar control, and reporting activities.

Section 2 outlines Adaptive Management activities identified to be conducted in the 2024-2025 fiscal year.

The budget amount reflects the additional costs above equal sharing of work by the parties and does not include the costs of Inyo and LA staff times where they offset.

## **LORP Operations & Maintenance, Monitoring, and Adaptive Management Budget**

Table 1 summarizes the costs of operation, maintenance and monitoring for the fiscal year and specifies the costs incurred for standard operations, maintenance, and monitoring, as well as for Adaptive Management. A summary of these activities follows in Sections 1 and 2 below.

In 2024-2025 a total of 4 people days will be required to complete standard biologic monitoring tasks. Inyo County and LADWP will each contribute 2 days. Maintenance, Operations, and Hydrologic monitoring are tasks solely performed by LADWP, and are shared costs between Inyo County and LADWP. LADWP has allocated 80 days for Range Monitoring, which is a LADWP cost. Inyo County and LADWP will perform additional Adaptive Management tasks over 262 people days (Inyo County and LADWP each 131 days).

Based on this budget, total cost for the fiscal year is \$729,851.54 with Inyo County contributing \$80,000 and LADWP contributing \$649,851.54. Inyo County's Post Implementation Credit will be decreased by \$284,925.77. The credit deduction is calculated by subtracting the dollars LADWP will spend during the fiscal year from the amount spent by Inyo County, and dividing this figure by two.

**Table 1. LORP Work Plan Summary Budget, FY 2024-2025**

<b>Inyo County</b>	<b>Budgeted Staff Work Days</b>	<b>Value of Additional Staff Time, Materials, and Equipment</b>	<b>Payment/Credit</b>
Biological Monitoring	2	\$0.00	
Mosquito Abatement	-	\$30,000.00	
Noxious Species Control	-	\$50,000.00	
Adaptive Management	131	\$0.00	
<b>Inyo County Totals</b>	<b>133</b>	<b>\$80,000.00</b>	<b>(\$284,925.77)</b>
<b>LADWP</b>	<b>Budgeted Staff Work Days</b>	<b>Budgeted Value of Additional Staff Time, Materials, and Equipment</b>	
Hydrologic Monitoring	-	\$69,660.00	
Biological Monitoring	2	\$0.00	
Operations and Maintenance	-	\$475,983.54	
Mosquito Abatement	-	\$30,000.00	
Rodent Control	-	\$18,000.00	
Adaptive Management	131	\$56,208.00	
LADWP Totals	<b>133</b>	<b>\$649,851.54</b>	
<b>Combined Total</b>	<b>266</b>	<b>\$729,851.54</b>	
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			<b>(\$284,925.77)</b>

**Footnote to Table 1. Post Implementation Credit and Trust Accounting**

Original Post Implementation Credit		2,253,033.00	2,253,033.00
Increase Post Imp Credit by 2.9% based on the July 2007 price Index	2.9%	65,337.96	2,318,370.96
County's obligation for July 11, 2007 to June 30, 2008 period		243,524.00	2,074,846.96
Increase the remaining balance of the Post Implementation Credit by 5.7% based upon the July 2008 price index	5.7%	118,266.28	2,193,113.23
County's obligation for 2008-2009 fiscal year		243,524.00	1,949,589.23
Reduce the remaining balance of the Post Implementation Credit by 1.3% based upon the April 2009 price index	-1.3%	25,344.66	1,924,244.57
County's share of the costs for the 2009-2010 work plan and budget, including adaptive management.		266,176.00	1,658,068.57
Increase the remaining balance of the Post Implementation Credit by 1.9% based upon the April 2010 price index effective July 10, 2010	1.9%	31,503.30	1,689,571.88
County's share of the costs for the 2010-2011 work plan and budget, including adaptive management effective July 21, 2010.		317,805.00	1,371,766.88
Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2011 price index effective July 10, 2011.	3.3%	45,268.31	1,417,035.18
County's share of the costs for the 2011-2012 work plan and budget, including adaptive management effective July 21, 2011.		48,278.00	1,368,757.18
County's share of the costs for the Amended 2011-2012 work plan and budget, effective July 21, 2011.		57,687.00	1,311,070.18
Increase the remaining balance of the Post Implementation Credit by 1.5% based upon the April 2012 price index effective July 10, 2012.	1.5%	19,666.05	1,330,736.24
County's share of the costs for the 2012-2013 work plan and budget, including adaptive management effective July 23, 2012.		14,084.00	1,344,820.24
Increase the remaining balance of the Post Implementation Credit by 0.9% based upon the April 2013 price index effective July 10, 2013.	0.9%	12,103.38	1,356,923.62
County's share of the costs for the 2013-2014 work plan and budget, including adaptive management effective June 21, 2013.		41,979.00	1,398,902.62
Increase the remaining balance of the Post Implementation Credit by 1.4% based upon the April 2014 price index effective July 10, 2014.	1.4%	19,584.64	1,418,487.25
County's share of the costs for the 2014-2015 work plan and budget, including adaptive management effective June 21, 2014.		78,483.00	1,340,004.25
Increase the remaining balance of the Post Implementation Credit by 0.5% based upon the April 2015 consumer price index.	0.5%	6,700.02	1,346,704.28
County's share of the costs for the 2015-2016 work plan and budget, including adaptive management effective June 21, 2015.		73,755.00	1,272,949.28
Increase the remaining balance of the Post Implementation Credit by 2.0% based upon the April 2016 consumer price index.	2.0%	25,458.99	1,298,408.26
County's share of the costs for the 2016-2017 work plan and budget, including adaptive management effective June 21, 2016.		84,704.00	1,213,704.26
Increase the remaining balance of the Post Implementation Credit by 2.7% based upon the April 2017 consumer price index.	2.7%	32,770.02	1,246,474.28
County's share of the costs for the 2017-2018 work plan and budget, including adaptive management, effective October 31, 2018.		114,857.00	1,131,617.28
Increase the remaining balance of the Post Implementation Credit by 4.0% based upon the April 2018 consumer price index.	4.0%	45,264.69	1,176,881.97
County's share of the costs for the 2018-2019 work plan and budget, including adaptive management, effective October 31, 2019.		139,493.00	1,037,388.97

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Increase the remaining balance of the Post Implementation Credit by 3.3% based upon the April 2019 consumer price index.	3.3%	34,233.84	1,071,622.80
County's share of the costs for the 2019-2020 work plan and budget, including adaptive management, effective October 31, 2020.		132,557.50	939,065.30
Increase the remaining balance of the Post Implementation Credit by 0.7% based upon the April 2020 consumer price index.	0.7%	6,573.46	945,638.76
County's share of the costs for the 2020-2021 work plan and budget, including adaptive management, effective October 31, 2021.		252,481.42	693,157.34
Increase the remaining balance of the Post Implementation Credit by 3.6% based upon the April 2021 consumer price index.	3.6%	24,953.66	718,111.01
County's share of the costs for the 2022-2023 work plan and budget, including adaptive management, effective October 31, 2022.		175,435.79	542,675.22
Increase the remaining balance of the Post Implementation Credit by 7.9% based upon the April 2022 consumer price index.	7.9%	42,871.34	585,546.56
County's share of the costs for the 2022-2023 work plan and budget, including adaptive management, effective October 31, 2023.		192,211.26	393,335.30
Increase the remaining balance of the Post Implementation Credit by 3.8% based upon the April 2023 consumer price index.	3.8%	14,946.74	408,282.04

The annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs (PIA 8.4). The LORP Trust Account Balance as of March 7, 2024 was \$2,103,480.70

## Section 1. Maintenance and Monitoring Tasks

### **LORP Tasks**

The maintenance and monitoring portion of this work plan consists of four categories of tasks: operations and maintenance, hydrologic monitoring, biological monitoring, and range monitoring.

### **Operations and Maintenance**

Maintenance activities consist of cleaning sediment accumulations and other obstructions from water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, adjustments to flow control structures, maintenance/replacement of existing structures, and necessary annual maintenance to spillgates, ditches, dikes, berms, ponds and other features in the BWMA.

Operation activities consist of setting and checking flows and ensuring that necessary flows reach the river to maintain mandated base and seasonal habitat flows. Estimates of the level of effort necessary for maintenance are adjusted as required by section II.D of the Funding Agreement, and provides that costs for maintenance above the baseline costs for facilities in the river corridor and the Blackrock Waterfowl Management Area (BWMA) shall be shared.

Budgeted Operations and Maintenance costs and associated material costs for 2024-2025 are included in Table 2. The estimated costs for River corridor and BWMA facilities are \$275,015.20 and \$385,783.85 respectively, for an overall 2024-2025 operations and maintenance expenditure of \$660,799.05. This figure reduced by the combined CPI-adjusted baseline costs for the river corridor and BWMA facilities is \$475,983.54 (Table 2).

Table 2. LORP Operations and Maintenance Budget- 2024-2025 Fiscal Year								
Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment/Materials	Hours	Rate	Total Equip
<b>River</b>								
<b>Measuring Station Maintenance</b>								
Cleaning	Building Repairman	10	\$52.66	\$526.60	3 axle dump truck	30	\$94.12	\$2,823.60
	MCH	50	\$46.48	\$2,324.00	3/4 ton 4x4 pick-up	100	\$41.96	\$4,196.00
	Equipment Operator	10	\$57.13	\$571.30	Excavator	30	\$132.61	\$3,978.30
	Power Shovel Operator	30	\$60.24	\$1,807.20	Mower	10	\$48.93	\$489.30
	Truck Driver	30	\$48.77	\$1,463.10				
<b>Subtotal</b>		<b>130</b>		<b>\$6,692.20</b>		<b>170</b>		<b>\$11,487.20</b>
<b>Intake Spillgate</b>								
Maintenance	Building Repairman	40	\$52.66	\$2,106.40	3 axle dump truck	40	\$94.12	\$3,764.80
	MCH	340	\$46.48	\$15,803.20	3/4 ton 4x4 pick-up	620	\$41.96	\$26,015.20
	Equipment Operator	100	\$57.13	\$5,713.00	Bull Dozer	80	\$92.51	\$7,400.80
	Power Shovel Operator	40	\$60.24	\$2,409.60	Excavator	40	\$132.61	\$5,304.40
	Truck Driver	40	\$48.77	\$1,950.80	Mower	20	\$48.93	\$978.60
<b>Subtotal</b>		<b>560</b>		<b>\$27,983.00</b>		<b>800</b>		<b>\$43,463.80</b>
<b>Thibaut Spillgate and Ditch</b>								
Cleaning	MCH	120	\$46.48	\$5,577.60	3 axle dump truck	40	\$94.12	\$3,764.80
	Equipment Operator	80	\$57.13	\$4,570.40	3/4 ton 4x4 pick-up	160	\$41.96	\$6,713.60
	Power Shovel Operator	40	\$60.24	\$2,409.60	Backhoe and trailer	40	\$56.29	\$2,251.60
	Truck Driver	40	\$48.77	\$1,950.80	Excavator	40	\$132.61	\$5,304.40
					Loader	40	\$110.68	\$4,427.20
<b>Subtotal</b>		<b>280</b>		<b>\$14,508.40</b>		<b>320</b>		<b>\$22,461.60</b>
<b>Independence Spillgate and Ditch</b>								
Cleaning/Mowing	Power Shovel Operator	40	\$60.24	\$2,409.60	3/4 ton 4x4 pick-up	160	\$41.96	\$6,713.60
	MCH	160	\$46.48	\$7,436.80	Excavator	40	\$132.61	\$5,304.40
	Equipment Operator	80	\$57.13	\$4,570.40	Loader	40	\$110.68	\$4,427.20
	Truck Driver	10	\$48.77	\$487.70	Mower	40	\$48.93	\$1,957.20
					Low bed/side dump	10	\$104.99	\$1,049.90
					Water truck	20	\$54.23	\$1,084.60
<b>Subtotal</b>		<b>290</b>		<b>\$14,904.50</b>		<b>310</b>		<b>\$20,536.90</b>
<b>Locust Spillgate and Ditch</b>								
Cleaning	MCH	100	\$46.48	\$4,648.00	3 axle dump truck	40	\$94.12	\$3,764.80
	Equipment Operator	80	\$57.13	\$4,570.40	3/4 ton 4x4 pick-up	200	\$41.96	\$8,392.00
	Power Shovel Operator	20	\$60.24	\$1,204.80	Backhoe and trailer	80	\$56.29	\$4,503.20
	Truck Driver	40	\$48.77	\$1,950.80	Excavator	20	\$132.61	\$2,652.20
<b>Subtotal</b>		<b>240</b>		<b>\$12,374.00</b>		<b>340</b>		<b>\$19,312.20</b>
<b>Georges Ditch</b>								
Cleaning/Mowing	MCH	120	\$46.48	\$5,577.60	3/4 ton 4x4 pick-up	240	\$13.60	\$3,264.00
	Equipment Operator	80	\$57.13	\$4,570.40	Backhoe and trailer	30	\$56.29	\$1,688.70
	Power Shovel Operator	40	\$60.24	\$2,409.60	Excavator	40	\$132.61	\$5,304.40
					Loader	20	\$110.68	\$2,213.60
					Mower	30	\$48.93	\$1,467.90
<b>Subtotal</b>		<b>240</b>		<b>\$12,557.60</b>		<b>360</b>		<b>\$13,938.60</b>
<b>Alabama Spillgate</b>								
Cleaning	Equipment Operator	40	\$57.13	\$2,285.20	3 axle dump truck	180	\$94.12	\$16,941.60
	Power Shovel Operator	60	\$60.24	\$3,614.40	3/4 ton 4x4 pick-up	100	\$41.96	\$4,196.00
	Truck Driver	180	\$48.77	\$8,778.60	Bull Dozer	40	\$92.51	\$3,700.40
					Excavator	60	\$132.61	\$7,956.60
<b>Subtotal</b>		<b>280</b>		<b>\$14,678.20</b>		<b>380</b>		<b>\$32,794.60</b>
Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment/Materials	Hours	Rate	Total Equip
<b>Delta Spillgate</b>								
	Building Repairman	40	\$52.66	\$2,106.40	3/4 ton 4x4 pick-up	40	\$41.96	\$1,678.40
	MCH	40	\$46.48	\$1,859.20	3/4 ton 4x4 pick-up	40	\$41.96	\$1,678.40
<b>Subtotal</b>		<b>80</b>		<b>\$3,965.60</b>		<b>80</b>		<b>\$3,356.80</b>
<b>River Subtotal</b>				<b>\$107,663.50</b>				<b>\$167,351.70</b>

Table 2. LORP Operations and Maintenance Budget- 2024-2025 Fiscal Year (continued)								
Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment/Materials	Hours	Rate	Total Equip
<b>Blackrock Waterfowl Management Area</b>								
<b>Blackrock Ditch</b>								
Maintenance	MCH	260	\$46.48	\$12,084.80	3 axle dump truck	120	\$94.12	\$11,294.40
	Equipment Operator	120	\$57.13	\$6,855.60	3/4 ton 4x4 pick-up	400	\$41.96	\$16,784.00
	Power Shovel Operator	140	\$60.24	\$8,433.60	Excavator	140	\$132.61	\$18,565.40
	Truck Driver	180	\$48.77	\$8,778.60	Loader	40	\$110.68	\$4,427.20
					Mower	80	\$48.93	\$3,914.40
					Low bed/side dump	60	\$94.12	\$5,647.20
					Water truck	60	\$54.23	\$3,253.80
<b>Subtotal</b>		<b>700</b>		<b>\$36,152.60</b>		<b>900</b>		<b>\$63,886.40</b>
<b>Thibaut Pond Maintenance</b>								
Maintenance	MCH	20	\$46.48	\$929.60	3/4 ton 4x4 pick-up	40	\$41.96	\$1,678.40
	Power Shovel Operator	20	\$60.24	\$1,204.80	Low bed/side dump	6	\$94.12	\$564.72
	Truck Driver	6	\$48.77	\$292.62	Quadtrac/excavator	20	\$48.93	\$978.60
					Water truck	6	\$54.23	\$325.38
<b>Subtotal</b>		<b>46</b>		<b>\$2,427.02</b>		<b>72</b>		<b>\$3,547.10</b>
<b>Patrol &amp; Flow Changes (River and BWMA)</b>								
A&R data	A&R Keeper (1.5 FTE)	3089	\$48.61	\$150,156.29	3/4 ton 4x4 pick-up	3089	\$41.96	\$129,614.44
<b>Subtotal</b>				<b>\$150,156.29</b>				<b>\$129,614.44</b>
<b>BWMA Subtotal</b>				<b>\$188,735.91</b>				<b>\$197,047.94</b>
<b>TOTALS</b>								
<b>River Total</b>				<b>\$275,015.20</b>				
<b>BWMA Total</b>				<b>\$385,783.85</b>				
<b>Total O and M</b>				<b>\$660,799.05</b>				
<b>CPI Adjusted O &amp; M</b>				<b>\$475,983.54</b>				
Baseline Costs (described in Post -Imp)								
		River	BWMA	Total CPI adjustment				
	CPI adjustment	\$56,863.00	\$62,798.00	\$119,661.00				
	2006-2007 4.5%	\$59,421.84	\$65,623.91	\$125,045.75				
	2007-2008 3.1%	\$61,263.91	\$67,658.25	\$128,922.16				
	2008-2009 -1.3%	\$60,467.48	\$66,778.69	\$127,246.17				
	2009-2010 0.9%	\$61,011.69	\$67,379.70	\$128,391.39				
	2010-2011 0.7%	\$61,438.77	\$67,851.36	\$129,290.13				
	2011-2012 3.0%	\$63,281.93	\$69,886.90	\$133,168.83				
	2012-2013 2.1 %	\$64,610.85	\$71,354.53	\$135,965.38				
	2013-2014 0.4%	\$64,869.30	\$71,639.94	\$136,509.24				
	2014-2015 1.3%	\$65,712.60	\$72,571.26	\$138,283.86				
	2015-2016 1.6%	\$66,764.00	\$73,732.40	\$140,496.40				
	2016-2017 1.8%	\$67,965.75	\$75,059.59	\$143,025.34				
	2017-2018 3.6%	\$70,412.52	\$77,761.73	\$148,174.25				
	2018-2019 3.6%	\$72,947.37	\$80,561.15	\$153,508.52				
	2019-2020 3.2%	\$75,281.69	\$83,139.11	\$158,420.80				
	2020-2021 1.0%	\$76,034.50	\$83,970.50	\$160,005.00				
	2021-2022 6.0%	\$80,596.57	\$89,008.73	\$169,605.30				
	2022-2023 6.0%	\$85,432.37	\$94,349.26	\$179,781.62				
	2023-2024 2.8%	\$87,824.47	\$96,991.04	\$184,815.51				



**Hydrologic Monitoring**

Hydrologic monitoring consists of monitoring, analyzing, and reporting river baseflows and seasonal habitat flows, the flooded extent of the Blackrock Waterfowl Management Area (BWMA), the levels of the Off-River Lakes and Ponds, and baseflows, pulse flows, and seasonal habitat flows to the Delta. Budgeted hydrologic monitoring costs for the 2024-2025 fiscal year are \$69,660.00 (Table 3).

	Person days	Labor Costs	Equipment Cost	Total Predicted Cost July 1, 2024 through June 30, 2025
<b>HYDRO OPERATIONS AND MAINTENANCE</b>				
River Stations	25	\$ 13,750.00	\$ 5,800.00	\$ 19,550.00
Seasonal Habitat	6	\$ 3,300.00	\$ 240.00	\$ 3,540.00
Off River Lakes & Ponds	8	\$ 4,400.00	\$ 320.00	\$ 4,720.00
Flow to Delta	4	\$ 2,200.00	\$ 3,160.00	\$ 5,360.00
Blackrock Waterfowl	6	\$ 3,300.00	\$ 3,240.00	\$ 6,540.00
Reporting Compliance	5	\$ 2,750.00	\$ 200.00	\$ 2,950.00
<b>ENGINEERING</b>				
Reporting Compliance	60	\$ 27,000.00	\$ -	\$ 27,000.00
<b>Total Hydro Budget</b>				<b>\$ 69,660.00</b>

**Biological Monitoring**

Biological monitoring, analysis, reporting, and report preparation will be jointly conducted by Inyo and LADWP as to comply with LORP Final EIR and MOU requirements (Table 4). Inyo County staff will monitor the flooded extent of the BWMA. The flooded extent will be primarily determined by using remote sensing of high-resolution satellite imagery with ground truthing to determine accuracy. Inyo staff will be responsible for the entirety of the work and commit a total of 4 person days. There will be no off-setting costs.

**Table 4. Biological Monitoring Budget, FY 2024-2025**

Biological Monitoring	Days	Inyo Days	LA Days
<b>Blackrock Waterfowl Management Area</b>			
Waterfowl Area Wetted Acreage	4	4	0
<b>Total Person Days on Project</b>	<b>4</b>	<b>4</b>	<b>0</b>

**Range Monitoring**

Range monitoring is related to the tasks described in the LORP Final EIR. Three types of monitoring will take place that are directly related to the management of livestock grazing: irrigated pasture condition scoring, utilization monitoring, and range trend monitoring. Range monitoring will be conducted by LADWP and is not a shared cost, and therefore is not budgeted for in this work plan (Table 5).

**Table 5. Range Monitoring (LADWP only), FY 2024-2025**

Task	Person Days
Utilization	35
Irrigated Pasture Condition	5
Range Trend	30
Analysis and Reporting	10
<b>Total</b>	<b>80</b>

**Mosquito Abatement**

For fiscal year 2024-2025, the Owens Valley Mosquito Abatement Program (OVMAP) will continue a comprehensive Integrated Mosquito Management Plan (IMMP) when addressing the new and developing sources within the LORP in accordance with its mission of protecting public health. This IMMP consists of an expansion of currently used materials and methods for the surveillance and control of mosquitoes across the OVMAP boundary as well as contingency planning for late season flushing flows. The \$60,000 budget anticipates field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes.

**Noxious Species Control**

The Inyo and Mono Counties Agricultural Commissioner’s Office conducts operations to control and eradicate several invasive weed species within the LORP boundaries. These invasive weed species include: perennial pepperweed (*Lepidium latifolium*), Russian knapweed (*Acroptilon repens*), Canada thistle (*Cirsium arvense*), yellow star thistle (*Centaurea solstitialis*), spotted knapweed (*Centaurea maculosa*), hairy whitetop (*Carderia pubescens*), and heart podded hoary cress (*Carderia draba*). These populations are managed using integrated pest management methods, including mechanical, chemical, and biological controls.

For fiscal year 2024-2025, Inyo County will be responsible for treating weeds in the LORP. The budget for noxious weed control is \$50,000. An increase in perennial pepperweed in the LORP in recent years will require additional funding and efforts to contain the existing population and prevent spread. Additional funding for Inyo County will be sought from outside sources.

Additional weed treatment and surveillance by LADWP and ICWD is described in Section 2. Adaptive Management.

**Saltcedar Control**

Due to lack of enhanced funding, Inyo County’s saltcedar control program has been scaled back. The effort will focus on surveying and treatment of saltcedar resprouts along the Owens River in the LORP. Inyo County’s LORP saltcedar control activities are funded through the Inyo/Los Angeles Water Agreement. LADWP and Inyo County programs will work cooperatively to treat saltcedar, which may include areas in the LORP as resources are available.

**Adaptive management**

Inyo County and LADWP have identified adaptive management and monitoring tasks to complete in the 2024-2025 fiscal year. Refer to Section 2 for more information.

## Schedule

Table 6. Schedule of Monitoring and Reporting Activities for FY 2024-2025

Period	Monitoring
July 1-August 30, 2024	Rapid Assessment of the River
September 1 – December 2, 2024	LADWP/Inyo Prepare Draft LORP Report
September 15, 2024 - March 1, 2025	Start and end dates for flow releases to BWMA
October 1 - October 31, 2024	Fiscal Year 2022-2023 Work Plan and Budget Reconciliation
Thursday, October 31, 2024	Transmittal of LORP Accounting Report to Governing Boards
November 4-8, 2024	Measure BWMA Flooded Extent
Monday, December 2, 2024	Draft Report transmitted to MOU Parties
Wednesday, January 8, 2025	Public Meeting for Draft LORP Report
Wednesday, January 15, 2025	Technical Group Meeting to Adopt LORP Annual Report
March 3-8, 2025	Measure BWMA Flooded Extent
March 1 – April 30, 2025	Fiscal Year 2025-2026 Work Plan and Budget Development
May 1 – May 31, 2025	Transmittal of LORP Work Plan, Budget, and Schedule to governing boards for approval
April 1 - June 30, 2025	Noxious Species Treatment
May 2 - June 15, 2025	Seasonal Habitat Flow

## Section 2. Adaptive Management

Implementation costs of both the Interim BWMA Plan and adaptive management for the river are provided below. These costs are to be shared equally between LADWP and Inyo County.

### Adaptive Management with Additional Costs

#### Implementation of the Interim BWMA Management and Monitoring Plan

LADWP and Inyo County have implemented the first two years of the five-year Interim BWMA Management and Monitoring Plan (Interim Plan) in 2021 and 2022. The Interim Plan was suspended in FY 2023-2024 because of high runoff and the need for associated water spreading. The third year of the plan will resume in FY 2024-2025 and will include repairing and improving a berm along the Winterton unit as to better control flooding. Additionally, mowing will occur in the west Winterton unit (which has been inactive the last 2 years), in preparation for flooding in late fall. This work will be conducted by LADWP and is budgeted at \$56,208.00 (Table 7). Costs will be shared equally by LADWP and Inyo County.

**Table 7. BWMA Adaptive Management Costs**

BWMA ADAPTIVE MANAGEMENT COST 2024-2025								
Labor					Equipment			
Location/Activity	Labor type	Hours	Labor Rate	Total Labor	Equipment Type	Hours	Rate	Total Equip
<b>Winterton Berm Repair</b>								
	MCH	80	\$46.48	\$3,718.40	3 axle dump truck	80	\$94.12	\$7,529.60
	Power Shovel Operator	80	\$60.24	\$4,819.20	3/4 ton 4x4 pick- up	160	\$41.96	\$6,713.60
	Truck Driver	80	\$48.77	\$3,901.60	Excavator	80	\$132.61	\$10,608.80
<b>Subtotal</b>				<b>\$12,439.20</b>				<b>\$24,852.00</b>
<b>Winterton West 50% Mowing</b>								
Cleaning	MCH	80	\$46.48	\$3,718.40	3/4 ton 4x4 pick- up	160	\$41.96	\$6,713.60
	Operator	80	\$57.13	\$4,570.40	Mower	80	\$48.93	\$3,914.40
<b>Subtotal</b>				<b>\$8,288.80</b>				<b>\$10,628.00</b>
<b>TOTALS</b>								
<b>Winterton Berm Repair Total</b>				<b>\$37,291.20</b>				
<b>Winterton West 50% Mowing Total</b>				<b>\$18,916.80</b>				
<b>Proposed Project Total</b>				<b>\$56,208.00</b>				

### Adaptive Management without Additional Costs

#### 1. Monitoring Associated with the Interim BWMA Plan

As stated in the Interim BWMA Plan, LADWP and the County will conduct additional monitoring concurrent with its implementation on flooded extent, water depths, as well as both avian and vegetation monitoring to note response to the new flooding regime. To be monitored:

1. Flooded extent will continue to be measured both to confirm compliance with the Interim Plan and to help describe the effectiveness of seasonal filling and drawdown. Remote sensing with field verification will be used to determine the area associated with the flooding. Estimates of

flooded acreage derived from remote sensing will occur monthly and maps of the wetted area will be generated for November 1, 2024, and March 1, 2025. Water releases will be monitored and reported annually. Staff time commitment for flooded extent monitoring in BWMA is outlined in Table 4, as this task is required under the LORP Final EIR. Inyo County will be responsible for the entirety of this task and will take 4 person days to complete.

2. Avian monitoring will be conducted to evaluate the use of BWMA by the habitat indicator species during implementation of the 5-year interim program. Eight seasonal surveys will be conducted September-April in each active unit during implementation of the Interim Plan. It is estimated that it will take a total of 40 person days to complete this task and will be evenly divided between Inyo County and LADWP.
3. Vegetation monitoring of the BWMA units will characterize species composition and abundance as to quantify available forage for water birds. Monitoring, analysis, and reporting will be conducted solely by LADWP and take 16 person days.

The estimated time that monitoring and reporting associated with the Interim Plan will require a total of 60 person days in the 2024-2025 fiscal year, with Inyo contributing 24 days and LADWP 36 days.

## **2. Noxious species treatment**

Additional noxious weed treatment will continue in 2024-2025 along the LORP and BWMA. The LADWP will perform all the work at 60 person days.

## **3. Tree recruitment assessment**

The environmental conditions that have permitted riparian tree establishment on the LORP will be evaluated. In order to correctly predict appropriate tree recruitment locations for native riparian trees including black willow (*Salix gooddingii*), red willow (*Salix laevigata*), or Fremont cottonwood (*Populus fremontii*), we must first understand: 1) conditions which have permitted tree establishment during pre-project conditions on the LORP, 2) conditions which have permitted the limited recruitment since project inception, and 3) concurrent biological processes which may be inhibiting current germination and establishment. First, it is possible, by aging mature trees, to correlate the year of establishment with environmental, hydrologic, and physical conditions that existed at that time; methods are described in the Type D Monitoring Plan (Appendix 1, ICWD 2021). Second, we can learn from post-project recruitment events, recorded via the Rapid Assessment Survey, by revisiting a sample of these sites and assessing conditions such as: landform, surface water elevation, soil substrate, soil salinity, and the presence and extent of biotic competition. Finally, the effects of plant competition on germination and establishment can be explored via vegetation removal on the wetted channel edge or wetted floodplain exposing bare and saturated soils and surveying for recruitment following the SHF. Item three can only occur during a near normal runoff year (100%) with an adequate SHF. During the 2024-2025 period, these activities will involve 35 field days dedicated to sampling, data collection, analysis, and reporting, all to be conducted by Inyo County.

**4. Rapid Assessment Survey**

Rapid assessments along the river will focus on two main areas of interest: mapping new noxious weed populations and mapping locations of woody recruitment that may have established in 2023 along the high water line delineated from satellite imagery acquired during seed fly in June 2023. Perennial pepperweed will be mapped downstream from known populations, and these data are shared in real time with LADWP and County weed management personnel through a shared GIS. Inyo County will perform the whole of this work with 60 person days.

**5. Aerial photo analysis of river**

An overflight of the Lower Owens was performed in February 2024 to capture high-resolution aerial imagery before leaf-out. The objective of this study is to understand where the 2023 flooding deposited sediment in the floodplain, which could act as tree recruitment surfaces. LADWP staff will segment and classify the imagery using three classes: sediment, sedimented tules, and open water. The result/deliverable of the analysis will be a map (classified polygon feature class) showing sediment deposits. This can be used in future years to investigate these areas for tree establishment. It will take a total of 35 person days, with LADWP performing all the work.

**6. Water Quality Monitoring**

Inyo County will monitor water quality along the river. Measurements will include temperature, dissolved oxygen, pH, and specific conductance and will be collected monthly except during the seasonal habitat flow, where measurements will be collected bi-weekly. County staff will summarize findings and generate a report. Inyo County will be responsible for the entirety of this work, which will take 12 person days.

Table 8 shows a total of 262 people-days budgeted for 6 adaptive management tasks, with Inyo County contributing 131 person-days and Los Angeles contributing 131 days.

<b>Task #</b>	<b>Biological Monitoring</b>	<b>Days</b>	<b>Inyo Days</b>	<b>LA Days</b>
1	BWMA Interim Management and Monitoring Plan - Monitoring and Reporting	60	24	36
2	Noxious species treatment	60	0	60
3	Tree recruitment assessment	35	35	0
4	Rapid Assessment of river	60	60	0
5	Aerial photo analysis of river	35	0	35
6	Water quality monitoring	12	12	0
	<b>Total Person Days</b>	<b>262</b>	<b>131</b>	<b>131</b>

**References**

Inyo County Water Department 2021. Type D Riparian Vegetation Monitoring Annual Status Report 2020. Accessed at: [https://www.inyowater.org/wp-content/uploads/2021/08/TypeD\\_AnnualReport\\_2020\\_08242021\\_FINAL.pdf](https://www.inyowater.org/wp-content/uploads/2021/08/TypeD_AnnualReport_2020_08242021_FINAL.pdf)