

# Agenda



## County of Inyo Board of Supervisors

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

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

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

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

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

### **August 13, 2019 - 8:30 AM**

#### 1. **PUBLIC COMMENT**

#### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9 (*two cases*).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

**OPEN SESSION** (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 10 a.m.
4. **PLEDGE OF ALLEGIANCE**
  5. **REPORT ON CLOSED SESSION**
  6. **PUBLIC COMMENT**
  7. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
  8. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Laura Fluegeman, Auditor-Appraiser, Assessor's Office; and Kristy Johnson, Office Clerk III, HHS.

#### **DEPARTMENTAL - PERSONNEL ACTIONS**

9. **Public Works** -

Request Board: A) approve the job descriptions for the Building and Maintenance Water Supervisor I/II, Range 71 (\$4,768 - \$5,797) to Range 73 (\$4,998 - \$6,079); and B) reclassify the Building and Maintenance Lead position, Range 66 (\$4,231 - \$5,151), to the Building and Maintenance/Water Supervisor, Range 71 (\$4,768 - \$5,797).

**CONSENT AGENDA** (Approval recommended by the County Administrator)

10. **Child Support Services** - Request Board approve a proclamation declaring August 2019 as Child Support Awareness Month in Inyo County.
11. **County Administrator - Economic Development** - Request Board approve a blanket purchase order in the amount of \$15,000 payable to Inverted Life LLC for videography services, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.
12. **County Administrator - Information Services** - Request Board authorize issuance of a blanket purchase order for postage in an amount not to exceed \$67,000, payable to Pitney Bowes Purchase Power of Pittsburgh, PA contingent upon the Board's approval of Fiscal Year 2019-2020 Budget.
13. **County Administrator - Purchasing** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$130,000 annually, payable to Office Depot through the OMNIA Partners, Public Sector for office supplies and consumable computer/printer supplies for the 2019-2020 fiscal year from Purchasing Revolving Budget, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget.
14. **Health & Human Services** - Request Board appoint Andrew Stevens, Le Roy Kritz, and Carl Bursell, each to two-year terms on the Emergency Medical Care Committee ending December 31, 2020, representing Northern Inyo Hospital, Member At-Large, and Lone Pine Fire Department, respectively.
15. **Health & Human Services** - Request Board authorize payment of County Behavioral Health Directors Association (CBHDA) dues for Fiscal Year 2019-2020 in an amount not to exceed \$13,403.17, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.
16. **Health & Human Services** -  
Request Board approve the sole source contract between the County of Inyo and Thomas and Flatow Medical Corporation, PC for tele- and in-person psychiatry services in a total amount not to exceed \$165,000 for the period of August 15, 2019 to June 30, 2020, contingent upon all departmental signatures being obtained and the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the HHS Deputy Director of Behavioral Health to sign the contract and the HHS Assistant Director to sign the HIPPA Business Association Agreement.
17. **Sheriff - Veterans Service Office** - Request Board authorize the Chairperson to sign the Medi-Cal Certificate of Compliance FY 19/20 and Certificate of Compliance for Subvention FY 19/20.

18. **Treasurer/Tax Collector** - Request Board adopt Resolution No. 2019-33 pursuant to the provisions of Article XVI, Section 6 of the California Constitution, thereby approving an interim loan from the county treasury to the Southern Inyo Fire Protection District (District) in the aggregate amount of \$20,000 for the purpose of financing the District's operational costs during the 2019-20 fiscal year prior to receipt of their annual property tax apportionment.

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

19. **Agricultural Commissioner** - Request Board approve a comment letter to the Lahontan Regional Water Quality Control Board (LRWQCB) with regard to the LRWQCB's Surface Water Quality Assessment Report (Integrated Report).
20. **County Administrator - Museum** - Request Board authorize creation of a volunteer Museum Advisory Committee in accordance with County Code Section 2.52.030, and direct staff to advertise, recruit members and return to Board with recommendations for final approval of the committee members.
21. **Public Works - Road Dept.** - Request Board approve the removal of one (1) tree at 135 South Jackson Street, Independence, CA.
22. **Public Works - Road Dept.** - Request Board approve the substantial pruning of two (2) and removal of four (4) trees at 300 North Webster Street, Independence, CA.

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

23. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Chris Cash

**RE:** Reclassification of Public Works Authorized Strength

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**RECOMMENDED ACTION:**

Request Board: A) approve the job descriptions for the Building and Maintenance Water Supervisor I/II, Range 71 (\$4,768 - \$5,797) to Range 73 (\$4,998 - \$6,079); and B) reclassify the Building and Maintenance Lead position, Range 66 (\$4,231 - \$5,151), to the Building and Maintenance/Water Supervisor, Range 71 (\$4,768 - \$5,797).

**SUMMARY/JUSTIFICATION:**

At the December 11, 2018 Board of Supervisors meeting, the Public Works Department identified several personnel changes that would be part of the Public Works Department assuming operational responsibility, oversight, and repair of the three town water systems located in Laws, Independence, and Lone Pine.

This requested change is part of that December 11, 2018 meeting, and is recommending that the Building Lead be reclassified to a Supervisor due to the following changes in this positions responsibility;

- A. An increase in personnel management responsibility that the assumption of the County Water Systems has required. And, the Building and Maintenance Supervisor will have oversight responsibilities of two (2) new full time personnel in building and Maintenance, (a new Building and Maintenance Worker I/II and Water Systems, Buildings and Grounds Maintenance Worker).
- B. The new challenges of repair of the Water Systems, emergency response planning and preparedness requirements, especially when considering the immediacy of Water System repairs in a failure or system leak, including inventory of parts, tools, and equipment for prompt field repairs.
- C. In addition to the County Water systems responsibilities, and with this position being more field orientated and better able to inspect the County facilities on a regular basis, it is more applicable for this position to provide oversight and will be assuming the supervision and scheduling of the three Custodian staff.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Deny approval of this requested position reclassification, this is not recommended, and the additional duties of

Water Systems maintenance, and Custodian oversight to the Building and Maintenance Supervisor would be beyond the responsibility level of a Building and Maintenance Lead.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Funding for this change is budgeted in the Building & Maintenance (011100), Independence Water System (152101), and Lone Pine Water System (152201) budgets.

**ATTACHMENTS:**



# County of Inyo



## Child Support Services

### CONSENT - NO ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Susanne Rizo

**RE:** August 2019 Child Support Awareness Month

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**RECOMMENDED ACTION:**

Request Board approve a proclamation declaring August 2019 as Child Support Awareness Month in Inyo County.

**SUMMARY/JUSTIFICATION:**

Child Support Awareness Month is a national initiative to inform all parents and the general public about the many services provided by Child Support Services.

During the month of August, we want to stress the importance of **“YOU ARE THERE FOR THEM, WE’LL BE THERE FOR YOU”** to all the families in our communities.

Eastern Sierra Department of Child Support Services provides service to 822 minor children in Inyo County and 237 children in Mono county, totaling 1069 children served by our caseload. Our mission is to promote the well-being of children and the self-sufficiency of families by delivering excellent customer service. We do this by assisting both parents to focus on the very necessary things that child support helps pay for, like groceries and doctor visits, and the services that child support agencies provide to make parenting easier, including the updated online case information service now accessible on mobile devices.

Eastern Sierra Department of Child Support’s aim is to increase family self-sufficiency, reduce childhood poverty, and positively effect a child’s educational and personal achievement.

The department is staffed by seven (7) employees in the region with a total of over 50 years of combined years of experience. We wish to take the time to honor their commitment to children and family well-being this month. We wish to honor those Californians that take time to overcome [life’s challenges](#), [the difficulties of supporting families](#), and [those](#) who dedicate themselves to nurturing the child’s development, success and happiness.

The attached proclamation recognized the many child support professionals and supportive parents and child caregivers, and child advocates that make a difference in the lives of our region’s children.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Proclamation - Child Support Awareness Month 2019



**PROCLAMATION  
OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA  
DECLARING AUGUST 2019  
CHILD SUPPORT AWARENESS  
MONTH IN INYO COUNTY**



**WHEREAS**, Eastern Sierra Department of Child Support serving Inyo and Mono Counties actively seeks to provide Family-Centered Services through partnerships with other State and County agencies, to establish and collect consistent child support payments to families; and

**WHEREAS**, while the structure of a family can change over time, the needs of children remain the same and parents are encouraged to remain committed to helping their children grow and thrive throughout childhood by meeting their emotional and physical needs through regular child support payments; and

**WHEREAS**, Child Support Professionals working for the Eastern Sierra Department of Child Support Services work day in and day out to improve the quality of life of children and families through timely, accurate, and responsive child support services; and

**WHEREAS**, Eastern Sierra Child Support professionals manage cases impacting over 1,000 children under the age of 18, and have a positive impact on the quality of life of children in Inyo & Mono counties by collecting support and establishing child support orders; and

**WHEREAS**, Child Support Awareness Month recognizes the important emotional and financial parental support needed for children to create a brighter future for our children, and help them to become healthy, productive, and well-adjusted adults; and

**WHEREAS**, Child Support Awareness Month in 2019 recognizes the partnership between the child support agency and local employers and beyond who facilitate timely child support payments; and

**NOW, THEREFORE**, the Inyo County Board of Supervisors does hereby unanimously proclaim August 2019 as Child Support Awareness Month in Inyo County and encourages its widespread observance.

**PASSED AND PROCLAIMED** this 13<sup>th</sup> day of August 2019.

Attest: *CLINT G. QUILTER*  
Clerk of the Board

\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

by: \_\_\_\_\_  
Assistant Clerk of the Board





# County of Inyo



## County Administrator - Economic Development

### CONSENT - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Economic Development

**RE:** Inyo County Experience Video Project

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**RECOMMENDED ACTION:**

Request Board approve a blanket purchase order in the amount of \$15,000 payable to Inverted Life LLC for videography services, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.

**SUMMARY/JUSTIFICATION:**

As part of this year's recommended budget, the County designated funds to continue its promotional "Inyo County Experience Video Project". This year's phase continues to fund the creation of additional, recreation-specific, short videos. This past year, Inverted Life LLC was one of our videographers who created a number of very high quality films for the County. This agenda item will facilitate the ongoing creation of recreation-focused promotional videos for the County.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Funding is available via the roll over Economic Development budget #010202-5265.

**ATTACHMENTS:**



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Information Services

**RE:** Pitney Bowes Blanket Purchase Order

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**RECOMMENDED ACTION:**

Request Board authorize issuance of a blanket purchase order for postage in an amount not to exceed \$67,000, payable to Pitney Bowes Purchase Power of Pittsburgh, PA contingent upon the Board's approval of Fiscal Year 2019-2020 Budget.

**SUMMARY/JUSTIFICATION:**

Information Services processes mail daily for various County departments. The cost of postage related to this activity is requested in the Information Services budget annually. Information Services uses a Pitney Bowes postage machine, selected through a competitive bid process and approved by your Board in February, 2018, to apply postage to mail. The Pitney Bowes machines are metered and will only allow postage to be applied up to the amount on account with Pitney Bowes. Approximately every six months, Inyo County's postage account with Pitney Bowes is refreshed.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this request in which case each postage refresh purchase would require approval through the County purchasing process.

**OTHER AGENCY INVOLVEMENT:**

Most County departments rely on postage service provided by Information Services.

**FINANCING:**

Funding for postage costs are requested in the FY 2019/20 Information Services 011801 budget, Object code 5236 (Information Services Postage).

**ATTACHMENTS:**



# County of Inyo



## County Administrator - Purchasing

### CONSENT - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Emma Bills

**RE:** Office Depot Blanket Purchase Order

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**RECOMMENDED ACTION:**

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$130,000 annually, payable to Office Depot through the OMNIA Partners, Public Sector for office supplies and consumable computer/prINTER supplies for the 2019-2020 fiscal year from Purchasing Revolving Budget, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget.

**SUMMARY/JUSTIFICATION:**

OMNIA Partners, Public Sector is a purchasing cooperative established to assist public entities in increasing efficiency and maximizing buying power when purchasing goods and services. All contracts are competitively solicited by large public entities, and counties and other governmental agencies may piggyback on these contracts. Substantial savings can be realized by participation in such a program and since the competitive solicitation process has already been completed by a lead agency, the County meets bid requirements. In addition, Office Depot offers the County a 1% rebate at the end of the year on all purchases.

The majority of items purchased will be used to stock the "Stores," and are in turn issued to County departments as requisitioned; however orders may be placed by individual departments for items not normally stocked in "Stores."

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Board approved issuance of a blanket purchase order to Office Depot through the National IPA Cooperative for the 2018-2019 fiscal year. National IPA has now become OMNIA Partners, Public Sector and is considered the nation's largest and most experienced cooperative purchasing organization for the public sector.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve continued participation in this program and instruct Purchasing to request bids for office supplies, but this alternative is not recommended.

**OTHER AGENCY INVOLVEMENT:**

County Departments are issued supplies from "Stores" in Purchasing, and are billed for these supplies.

**FINANCING:**

The Purchasing Revolving Budget will pay for the purchases for "Stores," and the individual departments will be billed for usage. Traditionally, all departments have budgeted for these expenditures within their budget units. Any purchases made directly by a department, through a purchase order, will be charged against that department's budget.

**ATTACHMENTS:**

1. OMNIA Partners, Public Sector



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Region 4 ESC  
Office & School

Contracts:

R190303 & R190502





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**Region 4 ESC  
Office & School**

**Contracts:  
R190303 & R190502**

**Office DEPOT. OfficeMax | CompuCom.**

# Agenda

- About OMNIA Partners, Public Sector / Region 4 ESC
- A complete contract portfolio
  - Office R190303
  - School R190502
  - Furniture R142212
  - Technology R160204
  - Janitorial R162102
  - Managed Print R171404
- Pricing, Incentives & Delivery
- E-Commerce & Reporting
- Contract Management
- Next Steps



## Benefits of Cooperative Contracts

- Strategic value & time savings
- Reduces the cost of goods & services by leveraging the power of public agencies
- Voluntary & open membership
- Delivers significant time efficiencies in terms of contract development
- Cooperatives utilize competitive bidding processes that meets the procurement standard or requirement for purchasing professionals
- Provides access to the combined knowledge of all its members





# The OMNIA Partners, Public Sector Advantage



## Time is money:

And you can save both when you partner with OMNIA Partners, Public Sector and Office Depot. Whether you're a school, public agency or charitable organization, you'll receive the following:

- Knowledge & expertise
- Competitive pricing
- Ongoing savings
- Partner with a solid reputation
- No participation fees
- Ability to audit
- Due diligence publicly posted at
  - [OMNIA Partners Contracts - Office Depot](#)
- Rigorous bid process (legitimacy of contract)
- Region 4 Education Service Center – Lead Agency

## Eligible Agencies

- K-12 institutions and systems
- Charter & Private Schools
- Higher education
- City/Local government
- County government
- States
- Special Districts
- Non-profits

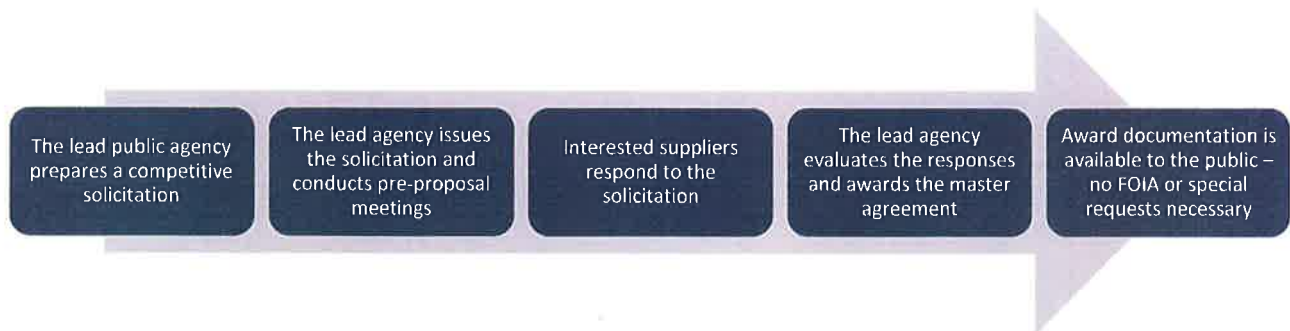
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# The OMNIA Partners – Lead Agency Model



## The Lead Agency Model

All agreements offered through OMNIA Partners have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity (e.g. state, city, county, public university or school district). The contracting process is the foundation of OMNIA Partners and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, OMNIA Partners ensures that industry best practices, processes and procedures are applied.



1. The lead agency prepares a competitive solicitation while incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The lead agency issues the solicitation and any required amendments and notifications. Pre-proposal conferences and meetings are conducted.
3. Interested suppliers respond to the solicitation.
4. The lead agency evaluates the responses, negotiates the final terms and ultimately awards the master agreement.
5. All documentation is posted on the OMNIA Partners website and made available to the public.

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# Region 4 Education Service Center



## Contract Lead Agency

### Region 4 Education Service Center

- Based in Houston, TX
- Is a national leader in cooperative purchasing
- Region 4 serves a seven-county area comprised of 48 public school districts and 37 open-enrollment charter schools, representing more than 1.2 million students, 97,000 educators, and 1,500 campuses
- Competitively solicits and awards piggy-backable contracts in a number of product & service categories following public procurement guidelines
- [www.esc4.net](http://www.esc4.net)

### R4ESC Purpose and Commitment

The purpose of regional education service centers as established by the Texas Legislature is to:

- Assist school districts in improving student performance
- Enable school districts to operate more efficiently and economically
- Implement initiatives as assigned by the Texas Legislature or Commissioner of Education
- In fulfilling our mission set forth by the state, Region 4 commits to embodying a vision that guides us in our aim for excellence.



# Office Supply Contract R190303

## Office Supplies, Related Products & Services

Contracts Effective 7/1/2019 – 6/30/2024

- One additional five-year extension available through 6/30/2029
- Office Core list of 1300+ items
- Contract scope:
  - Office Supplies
  - School Supplies
  - Paper/Ink/Toner
  - IT Peripherals
  - School Equipment
  - Copy & Print Services
  - Promotional Materials & Services
  - Office Furniture
  - Other applicable products & service solutions
- Annual rebate incentives
- Custom core list capabilities



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region 4  
schools



# School Supply Contract R190502

## Educational School Supplies

- Contracts Effective 7/1/2019 – 6/30/2024
  - One additional five-year extension available through 6/30/2029
- School Core list of 1300+ items
- Contract scope:
  - General School Supplies
    - Education Consumables
    - Paper/Ink/Toner
    - Office Supplies
    - Writing
    - Art Supplies
  - Educational Supplies
    - IT Peripherals
    - School Equipment
    - PE Supplies
    - Educational Technology
    - Classroom Resources/Supplies
    - Lesson Plans & Curriculum
    - Special Needs Supplies
  - Other applicable products & service solutions
    - School and Classroom Safety & Security
    - Bus & Crosswalk Safety
    - Professional Development
    - Supplemental Curriculum
    - Other education-related services
- Annual rebate incentives
- Custom core list capabilities



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# Furniture Contract R142212

## Furniture & Installation

- Contracts Effective 5/1/2015 – 5/1/2020
  - Three year award, with two (2) one-year extensions
  - All extensions have been exercised
- Furniture Core list of 1000+ items
- Contract scope:
  - 20+ Special Order Manufacturer's supporting robust discount structure within 14 defined product categories
    - Audio/Visual Furniture
    - Cafeteria
    - Caseloads
    - Classroom & Library
    - Dormitory
    - Ergonomic Solutions
    - Filing Storage
    - Lounge/Reception
    - Related Products and Support Services
    - Science Lab
    - Seating / Chairs
    - Tables/Meeting Conference Room
    - Technology Support Furniture
    - Workstation
  - Ability to provide solutions from all of Office Depot's manufacturer partners
- Annual rebate incentives
- Custom core list capabilities



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# Technology Solutions Contract R160204



## Technology & Interactive Whiteboard Solutions

- Contracts Effective 8/1/16 – 8/1/19
  - Two (2) additional one-year extensions available through 8/1/2021
- Technology Core list of 200 items
- Contract scope:
  - Computer Systems
  - Monitors
  - Network Equipment
    - Routers, Switches, Wireless Access Points (WAP), Firewalls, etc./
  - Interactive solutions
    - Whiteboards
    - Flat Panels
    - Walls
    - Tables
    - Digital Signage
  - Services
    - Asset Management & Recycling
    - Help Desk & Network Monitoring
    - Software Imaging
    - Leasing
  - Peripherals
    - Printers, Scanners, Headphones, Speakers, etc.
  - Related Services
- Custom core list capabilities



## Technology Solutions Contract R160204



### CompuCom digital workplace solutions

Office Depot® has acquired CompuCom, a market-leading provider of award-winning IT services, products and solutions. CompuCom procures, installs and manages the life cycle of hardware and software for businesses. Working together, Office Depot and CompuCom offer IT support services such as remote help desk, data centers and on-site IT professionals.

- Expert multi-device management
- Procurement, configuration, deployment, support and disposal of enterprise hardware
- Self-help options
- Workplace support services
- Cloud services, backup, collaboration and data recovery
- New technology rollouts and migration
- Analytics and insights
- Automation

#### Did you know?

We're here when you need us with more than 6,000 technicians, Solution Cafés® and Persona Portal services. We support 5.15 million end-users and 6.4 million devices, and are dedicated to helping you achieve your outcomes.

- The CompuCom solution has been approved as part of our Region 4 ESC technology contract R160204

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# Janitorial Services Contract R162102

## Janitorial Supplies, Equipment, Maintenance & Repair

- Contracts Effective 3/1/17 – 2/28/21
  - Two (2) additional one-year extensions available through 8/1/2023
- Janitorial Core list of 1800+ items
- Contract scope:
  - Dilution control
  - Green products
  - Industrial paper & dispensers
  - Floor care (hard surface & carpet)
  - Restroom care
  - Waste receptacles & liners
  - Machines & accessories
  - Laundry & Kitchen
  - Industrial tools & supplies
  - Additional categories
    - Emergency preparedness, Safety & First Aid
    - Breakroom & lite service solutions
    - Food & Beverage solutions
    - Lighting Solutions
  - Consulting
  - Training & Education
- Annual rebate incentives
- Custom core list capabilities



# Managed Print Solutions Contract 171404

## Managed Print Services

- Contracts Effective 3/1/2018 – 2/2/2021
  - Two (2) additional one-year extensions available through 2/28/2023
- Contract scope:
  - Onsite print management
  - Print needs assessment
  - Implementation capabilities
  - Client training
  - Fleet management
  - Program administration
  - Service / Help desk
  - Consulting / Professional services
  - Maintenance (Break/fix)
  - Other print services
    - Copy & Print services
    - Promotional products
    - Direct mail
- Named hardware partner providers
  - HP
  - Lexmark
  - Xerox
  - Brother
  - Canon
- Annual rebate incentives



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by

# Copy & Print Solutions



## Contractual Coverage

- Competitively solicited & awarded
  - Managed Print Services R171404
  - Office Supplies, Related Products & Services R190303
  - Educational School Supplies R190502
- Annual volume & category rebate incentives

## Copy & Print Services

- Copy & Print Core List of 800+ services
  - Black & White copies = 2.4¢
  - Color Copies = 23¢
- Education Solutions
  - Curriculum & testing materials
  - Classroom Packing/Delivery
  - Forms, Yearbooks, Reports & more
- Public Sector Solutions
  - Print Shop Services
  - Human Resources & Training materials
  - Brochures, Forms, Annual reports & more
- Custom Stationery online
  - Business Cards
  - Letterhead/Stationery
- Promotional materials & services
  - Buttons, badges, calendars, drinkware, magnets, stickers, writing instruments, etc.
  - Apparel, uniforms & wearables
  - Embroidery & engraving
  - Recognition

# Catalog Pricing Strategy

## Office & School Catalog Pricing

- Items not on a fixed price core list that are included in the BSD Office & School Catalogs are priced at Web or a percentage discount from Web by category
  - Discounts up to 30% from Web
- Web-based catalog pricing will be secured by quarter to provide reliable static pricing for agencies
  - Provides reliable Procure to Pay (P2P) pricing
  - Market relevant pricing by quarter
  - Static price files enable ease of price validation
  - Pricing to be refreshed quarterly with notification & approval by Region 4 ESC

Dept #	Class Detail	Dept/Class Description	Discount from Web Price
1	All	Furniture	20%
3	316, 326	Binding Machines, Laminating Supplies	20%
3	All Other	Binders, Report Covers, Indexes, Dividers, Sheet Protectors	25%
4	422, 683	Dated Books/Refills, Calendars	20%
4	All Other	Business Notetaking, Contact Management, Forms	30%
5	All	Paper	25%
6	All	Mailroom/Shipping	30%
7	All	School Supplies	25%
9	All	PC Accessories	15%
11	All	Writing	30%
14	All	Ink Jet Cartridges	15%
16	All	Printers	0%
17	All	Telephones	0%
19	All	Mobility	0%
21	261	Blank Media	15%
21	All Other	Memory, Drives	0%
24	All	Office Accessories	25%
25	All	Seating	20%
30	All	Filing	30%
34	All	Custom Business Essentials	0%
42	232	Electronic Labeling	15%
42	All Other	Labels	20%
43	810,812	Appliances, Beverages	10%
43	All Other	Breakroom	20%
44	440, 516, 750	Currency, Security, Chests, Paper Trimmers, Cash Registers, Time Clocks	20%
44	All Others	Office Essentials	25%
46	All	Audio and Video	0%
47	All	Clean/Personal Care	25%
48	All	Monitors & Projectors	0%
51	All	General Office Paper	30%
52	All	Specialty Paper	25%
54	All	Stationery & Cards	25%
58	All	Presentation	20%
60	All	Marketing/Visual Svc	0%
61	All	Hard Drives	0%
63	All	Portable Computers	0%
65	All	Toners & Imaging	15%
66	181	Word Processing, Typewriters	0%
66	All Other	Calculators, Shredders	15%
69	All	Home Automation	0%
71	All	Software, Books	0%
74	All	Networking	0%
81	638, 688	Business Cases, Backpacks	15%
81	894	Luggage Sleeves	0%
85	314, 470	Storage, Corrugated, Plastic	30%
85	579	Storage, Other	0%

Depot.Different!



# Catalog Pricing Strategy

## Office & School Catalog Pricing

- Items not on a fixed price core list that are included in the BSD Office & School Catalogs are priced at Web or a percentage discount from Web by category
  - Discounts up to 30% from Web
- Web-based catalog pricing will be secured by quarter to provide reliable static pricing for agencies
  - Provides reliable Procure to Pay (P2P) pricing
  - Market relevant pricing by quarter
  - Static price files enable ease of price validation
  - Pricing to be refreshed quarterly with notification & approval by Region 4 ESC



Product Category	Discount from Web
Printers, Telephones, Mobility, Memory, Drives, Custom Business Essentials, Audio and Video, Monitors & Projectors, Marketing/Visual Services, Hard Drives, Portable Computing, Typewriters, Home Automation, Software, Books, Networking, Luggage Sleeves	Web Match
PC Accessories, Ink Jet Cartridges, Blank Media, Electronic Labeling, Toners, Imaging, Calculators, Shredders, Business Cases, Backpacks	15%
Furniture, Binding Machines, Laminating Supplies, Dated Books/Refills, Calendars, Seating, Labels, Breakroom, Currency, Security, Chests, Paper Trimmers, Cash Registers, Time Clocks, Presentation	20%
Binders, Report Covers, Indexes, Dividers, Sheet Protectors, Paper, School Supplies, Office Accessories, Office Essentials, Clean/Personal Care, Specialty Paper, Stationery & Cards	25%
Business Notetaking, Contact Management, Forms, Mailroom/Shipping, Writing, Filing, General Office Paper, Corrugated & Plastic Storage	30%

# Competitive Pricing

## Core List & Contract items

- Office Depot offers Region 4 ESC contract users aggressive pricing on core and contract items; keeping great value and service right at your fingertips. As a participant, you'll always get member pricing when ordering online at [business.officedepot.com](http://business.officedepot.com)

- Here's how:

**BEST VALUE**

- Best Value icons are located next to the core items on your contract



Contract Items

- Contract item icons are next to all other items included on the contract assortment.

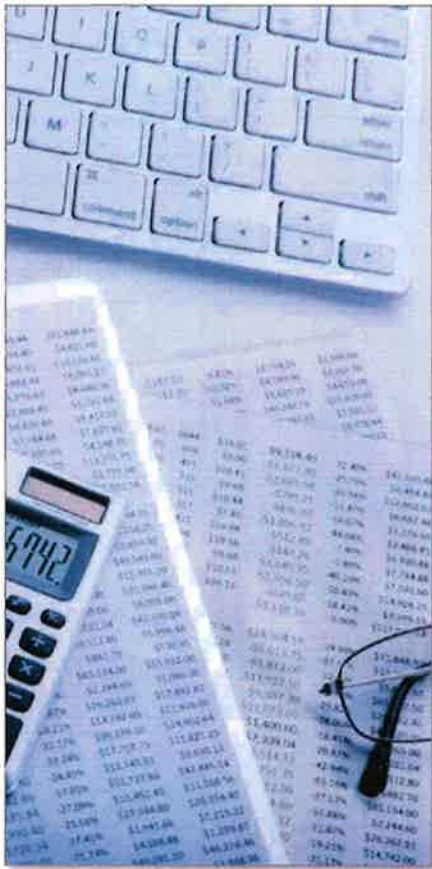


- Special Region 4 ESC Custom Shopping Lists are also available to load to your account upon request

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# Core List Customization



## Core list customization parameters

Customer Annual Spend	Customization Tier	Custom Core Item Limit
\$100K +	Level I	10
\$250K+	Level II	25
\$500K+	Level III	50
\$1M+	Level IV	75
\$2M+	Level V	100
\$3M+	Level VI	125
\$4M+	Level VII	150


Core list customization provides additional core list items & savings

- Number of items based on customer annual spend
  - Custom core qualification period: Jan 1<sup>st</sup> – December 31<sup>st</sup>
- Core list selections may not include Office or School core list items
- Custom list items are subject to standard price update guidelines
- Initial creation of core list along with any additions or deletions to items on the list will require acknowledgment via email.



# Price Update Schedule

## When may my prices update?

	January	April	July	October
Core List <small>(Except Ink/Toner, Paper &amp; Chemicals)</small>	X	X	X	X
Ink/Toner & Paper	May update with 30 days notice & acceptance by Region 4 ESC			
Catalog web-source pricing items	X	X	X	X
Non-Core, Non-Catalog items	Dynamic pricing, follows shifts of OfficeDepot.com			

- Price updates are submitted to and approved by the lead Agency, Region 4 ESC
- All price requests are submitted in writing with a minimum of 30 days notice prior to the price update
- Paper = cut sheet paper, janitorial tissues, towels and trash can liners
- Agencies who qualify for and utilize core list customization will be notified of price updates affecting the customer specific core list items

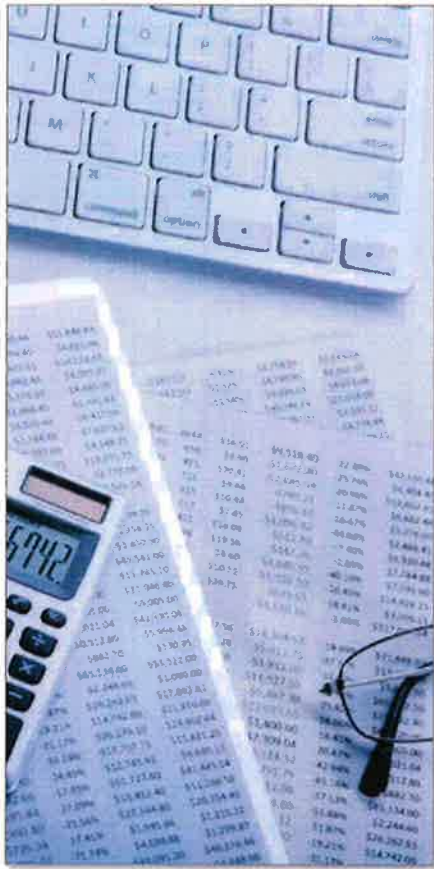
# Minimum Order Value & Delivery

## Larger orders reduce P2P cost

- Minimum Order Value (MOV) of \$50
  - OR -
- Small Order Delivery Fee Schedule
  - Customers choosing small order fee are subject to the standard delivery schedule
    - Order \$50.00+ = **FREE**
    - Orders under \$49.99 = \$9.99 delivery fee
- **FREE** In-store pickup available on select items, no minimums required
- Freight Charges
  - Additional freight charges may apply for items 70 lbs. in weight and/or 110" length width, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska & Puerto, special orders and/or rush deliveries.



# Rebate Incentives



## Volume Rebate

Annual Spend	Annual Volume Rebate %
\$500,001 - \$1,000,000	1.5% of Annual Spend
\$1,000,001 - \$2,000,000	2.0% of Annual Spend
\$2,000,001 - \$3,000,000	3.0% of Annual Spend
\$3,000,001 - \$4,000,000	4.0% of Annual Spend
\$4,000,001+	5.0% of Annual Spend

## Copy & Print Category Rebate

Category	Achievement \$	Rebate %
Copy & Print	\$200,000+ Annually	5% of Category Spend

- Rebates paid annually following the close of the contract year
  - Contract Year, July 1<sup>st</sup> – June 30<sup>th</sup>
  - Rebates paid within 90 days of contract year closeout
  - Customers must be in good A/R standing to receive rebate
- Technology items do not contribute to the volume rebate total

Depot.Different!



# Quarterly Promotions



## Added value

- Truckload promotions
- Pallet paper promotions
- Seasonally specific
- New to the market product introductions

Depot.Different!

## Region 4 ESC Suite of Contracts



R190303 – Office Supplies



R190502 – School Supplies



R142212 – Furniture Solutions



R160204 – Technology Solutions



R162102 – Janitorial Services

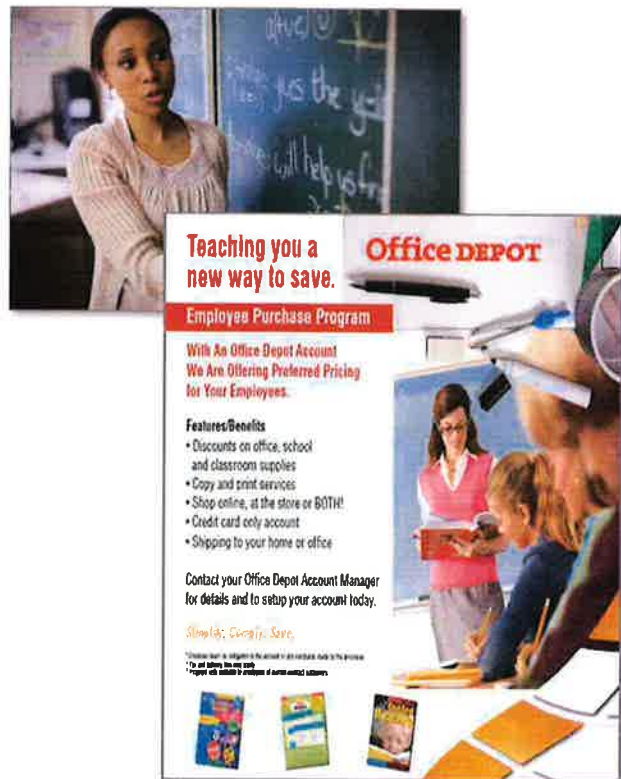


R171404 – Managed Print Solutions

# Region 4 ESC Employee Purchase Plan

## Savings for your team

- Value added benefit for agency employees
- Market competitive pricing
  - BSD catalog items Priced at DFW – 10%
    - Technology & related items excluded
- Aggressive copy & print pricing
  - Black & White 2.7c
  - Color 32c
- Spend will not contribute towards customer Region 4 ESC rebate(s) or Region 4 custom core qualifications



**Teaching you a new way to save.**

**Office DEPOT**

**Employee Purchase Program**

**With An Office Depot Account We Are Offering Preferred Pricing for Your Employees.**

**Features/Benefits**

- Discounts on office, school and classroom supplies
- Copy and print services
- Shop online, at the store or BOTH!
- Credit card only account
- Shipping to your home or office

Contact your Office Depot Account Manager for details and to setup your account today.

*Simplify. Upgrade. Save.*

\*Discounts based on suggested retail price. Not available on all products. See the program details for more information.  
\*Program not available to customers of current contract locations.

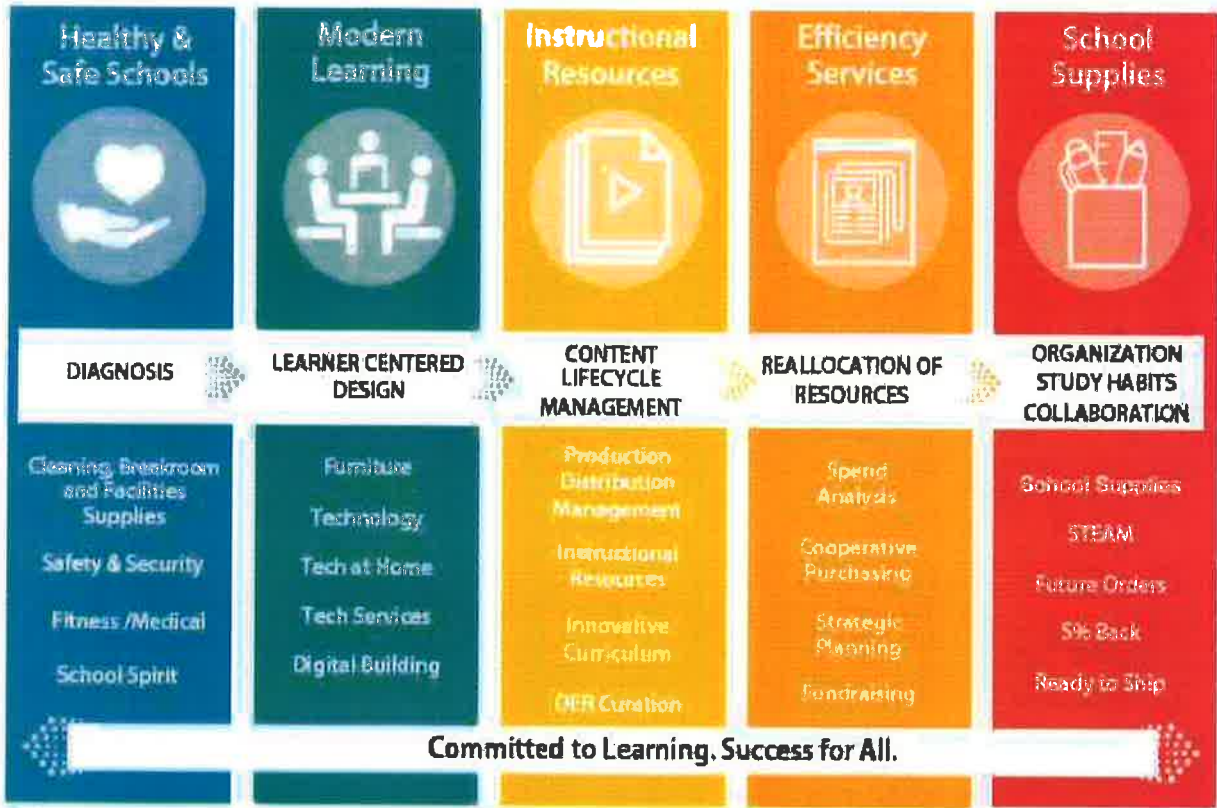
Depot.Different!





# The Office Depot Difference

# We Are Committed to Learning



Depot.Different!



**COMMITTED TO LEARNING**  
 One Student at a Time   
**Office DEPOT.**



## World Class E-Commerce Platform

Office Depot is a recognized leader in delivering customized E-Commerce solutions to streamline procure-to-pay processes

- Customized E-Commerce tools
  - Best value comparisons
  - Customized shopping lists
  - Future Order Program
- E-Commerce spend management solutions
  - Auto substitution
  - Product restrictions
  - Routed approvals (to 6 levels)
- Robust online reporting tools
  - Order tracking
  - Proof of delivery
  - Returns
  - User level reporting
  - Lost Savings
- Electronic bill management



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# Future Order Solution

PEACE OF MIND, DELIVERED

- Order ahead
  - For Back to School
  - Upcoming Projects
- One Stop Shopping solutions for the everyday supplies your school/agency needs
- Enjoy more convenience



Place **one** order for a future date



Get **one** delivery from our local warehouse



Streamline accounting with **one** bill

- Shop iconic → Look for the future order icon
- Get more savings and options
  - Maximize end-of-year funds
  - Access 1,400+ high-demand items available nationwide
- Product Assortment
  - Writing, Tape & Adhesives, School Supplies, Paper, Shipping & Storage, Binders & Filing, Cleaning Supplies



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## Subscription Services

With Office Depot® Subscription Services, you can save time and help ensure that you never run out of the supplies your business needs most

- Convenience you can count on
  - Schedule and control automatic deliveries
  - Simple to set up
  - No commitments
    - Change or cancel at any time
  - Zero fees
  - Choose quantity and frequency of deliveries
    - Weekly, quarterly and everything in between
- The products you need, when you need them
  - Office supplies
    - Paper, pens, binders, ink and toner and more
  - Cleaning supplies
    - Paper towels, trash bags, cleaners and more
  - Breakroom supplies
    - Coffee, water, snacks and more



# Office Depot Dashboard

Our exclusive and innovative self-service tool provides real-time access to your important account information and spending patterns at-a-glance so you can identify savings and manage your budget:

- Displays monthly and year-to-date spend analysis by ship-to, cost center & user
  - Annual Spend
  - Spend by category and user
  - Snapshot of user activity
  - Average Order Value (AOV)
  - Synopsis of Office Depot services used
  - Available credit in real time
- Identifies opportunities to utilize additional Office Depot Services that can result in cost savings
- Real time video overview of account activity and data export capability





# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Rhiannon Baker

**RE:** Appointment to the Emergency Medical Care Committee

---

**RECOMMENDED ACTION:**

Request Board appoint Andrew Stevens, Le Roy Kritz, and Carl Bursell, each to two-year terms on the Emergency Medical Care Committee ending December 31, 2020, representing Northern Inyo Hospital, Member At-Large, and Lone Pine Fire Department, respectively.

**SUMMARY/JUSTIFICATION:**

The Emergency Medical Care Committee was established to review and report on ambulance service operations, the available emergency medical care, and first-aid practices in Inyo County. The Committee is to be comprised of 13 members: 10 that are designated by the member agencies and three at-large members. Five of the membership positions expired in December 2018 and the vacancies were posted pursuant to the Inyo County adopted committee appointment policy. We initially only received one response and were able to fill one vacancy, for the Southern Inyo Fire Protection District. The remaining vacancies were re-advertised and we received responses from Andrew Stevens and Le Roy Kritz, representing Northern Inyo Hospital and Member At-Large, respectively. A final recruitment was undertaken for the remaining two vacancies and we received a response from Carl Bursell, representing the Lone Pine Volunteer Fire Department. We are respectfully requesting your Board appoint Andrew Stevens, Le Roy Kritz, and Carl Bursell as the representatives from Northern Inyo Hospital, Member At-Large, and Lone Pine Fire Department to terms expiring December 2020. The EMCC will still have one vacancy which we will bring forward to recruit at a later date.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose to not appoint these positions, which would leave continued vacancies on the committee.

**OTHER AGENCY INVOLVEMENT:**

NA

**FINANCING:**

There is no fiscal impact associated with this request.

**ATTACHMENTS:**

1. Letter of Interest - Andrew Stevens
2. Letter of Interest - Le Roy Kritz
3. Letter of Interest - Carl Bursell



RECEIVED

2019 FEB 27 AM 9:21

INYO COUNTY  
ADMINISTRATOR  
CLERK OF SUPERIOR COURT

County of Inyo

**HEALTH & HUMAN SERVICES DEPARTMENT**

Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services

Drawer H, Independence, CA 93526  
Telephone (760) 878-0247 FAX: (760) 878-0266

Or

163 May St., Bishop, CA 93514  
Telephone (760) 873-3305 FAX: (760) 873-6505

MARILYN MANN, DIRECTOR  
mmann@inyocounty.us

**INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE**  
**MEMBERSHIP APPLICATION**  
New Members or Reappointment Requests

NAME: Andrew Stevens

ADDRESS: 2382 Sunset Drive Bishop, CA 93514

PHONE: (760) 258-7294 E-MAIL: andrew.stevens@n.h.org

AGENCY REPRESENTATION (if any): \_\_\_\_\_

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

[Signature] CEO DEC 14 2018  
Signature Title Date

At large members are requested to briefly state their reasons for seeking membership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



County of Inyo

**HEALTH & HUMAN SERVICES DEPARTMENT**

Behavioral Health, Public Health & Prevention/First 5, Aging and Social Services

Drawer H, Independence, CA 93526

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Or

163 May St., Bishop, CA 93514

Telephone (760) 873-3305 FAX: (760) 873-6505

MARILYN MANN, DIRECTOR

*mmann@inyocounty.us*

---

**INYO COUNTY EMERGENCY MEDICAL CARE COMMITTEE**

***MEMBERSHIP APPLICATION***

New Members or Reappointment Requests

NAME: LE ROY KRITZ

ADDRESS: BOX 784 LONE PINE, CA 93545

PHONE: 760-614-0120 E-MAIL: LChief2401@Yahoo.com

AGENCY REPRESENTATION (if any):     at large

If you are selected by your volunteer or private pre-hospital medical service to represent them, please have your lead office (such as fire chief, hospital administrator or owner) sign here to verify appointment:

---

**Signature**

**Title**

**Date**

At large members are requested to briefly state their reasons for seeking membership:

    current member and program direction for EMT program                     

RECEIVED  
2019 FEB 27 PM 3:27  
INYO COUNTY  
ADMINISTRATION  
CLERK OF SUPERIOR COURT



## Darcy Ellis

---

**From:** carl bursell <carl\_bursell2000@yahoo.com>  
**Sent:** Tuesday, June 18, 2019 10:38 AM  
**To:** Darcy Ellis  
**Subject:** EMCC

Good morning, my name is Carl Bursell. I'm the new Fire Chief for Lone Pine Fire Department and I'm interested in the vacancy position on the EMCC committee. I was wondering if there was any application or exactly I needed to turn in by Friday the 21st regarding my interest. Thank you

Sent from Yahoo Mail for iPhone

June 21, 2019

To whom it may concern:

Hello, my Name is Carl Bursell and I am the New Fire Chief for Lone Pine Fire. I am writing this to express my interest in the open seat for Lone Pine Fire Department on the EMCC committee and would like to fill that vacancy. Thank you and I look forward to hearing from you.

Carl Bursell  
Chief



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Rhiannon Baker

**RE:**

---

**RECOMMENDED ACTION:**

Request Board authorize payment of County Behavioral Health Directors Association (CBHDA) dues for Fiscal Year 2019-2020 in an amount not to exceed \$13,403.17, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.

**SUMMARY/JUSTIFICATION:**

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. CBHDA, the association of Behavioral Health Directors, is staffed by an experienced team that works closely with CSAC, RCRC and other State partners to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State and the Department of Healthcare Services (DHCS) for public behavioral health programs. In addition to its role in providing leadership, advocacy, and support for public behavioral health programs, CBHDA convenes behavioral health professionals for the purpose of informing public policy and improving the delivery of behavioral health services.

CBHDA has proved to be an effective organization, bringing needed resources, especially for small counties, to track and advocate around MediCal policies and regulations as related to the functioning as the Specialty Mental Health MediCal and Drug MediCal Plan. In addition, CBHDA provides advocacy and support in such areas as the implementation of the Mental Health Services Act, the Substance Abuse Block Grant, the Mental Health Block Grant, LPS reform and the Continuum of Care reform.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If dues are not paid, Inyo County would not have direct access to the resources, education and information available to participating counties.

**OTHER AGENCY INVOLVEMENT:**

All of California's County Behavioral Health programs

**FINANCING:**

The funding is a combination of Federal, State, and Behavioral Health Realignment funds. This expense will be budgeted in Behavioral Health (045200) in General Operating (5311).

**ATTACHMENTS:**

1. 0997\_001



July 15, 2019

**TO:** Members, County Behavioral Health Directors Association of California

**FROM:** Michelle Doty Cabrera, Executive Director

**SUBJECT:** **CBHDA 2019-20 Dues Invoice**

Enclosed you will find a Fiscal Year 2019-20 invoice that combines your counties' CBHDA, Mental Health Services Act (MHSA) Supplemental Assessment, and Alcohol & Other Drug (AOD) dues assessment.

Although CBHDA dues have been consistent over the last five years, this year's dues invoice reflects a 21% increase, pursuant to the Board's vote in October 2018 to adjust for increased operational costs, and to replenish CBHDA's reserves. In addition, the Board approved additional increases beyond this fiscal year, to include another 20% increase in 2020-21, and another 20% increase in 2021-22.

Your investment in CBHDA is more important now than ever with the various political, administrative, and policy changes facing county behavioral health. It was only five years ago that CMHDA and CADPAAC merged to form this CBHDA, and we have grown tremendously over the last five years, as have the demands on our public behavioral health system.

Your CBHDA staff team strives to shape proposed policy and fiscal changes at the state level, while providing each member with valuable, up-to-date information regarding policy changes that affect your local services. Through the Governing Board and over a dozen committees and task forces, CBHDA has provided directors and their county staff many opportunities throughout the past year to stay informed, influence state policy, and obtain the support and advice of colleagues.

During this past year, some of the successes CBHDA has achieved for counties include:

- Helped secure ongoing state funding (SGF) to help pay for the expansion of residential and intensive outpatient substance use disorder treatment under the Drug Medi-Cal Organized Delivery System (DMC-ODS) Waiver.
- Sponsored AB 2861 (Salas) to allow Medi-Cal reimbursement for SUD individual counseling services provided via telehealth by LPHAs and Certified SUD Counselors. The bill passed the Legislature with bi-partisan support and was signed into law by the Governor.
- Helped to shape other successful legislation to (1) ban the marketing of cannabis products to minors via the internet (AB 3067); (2) require licensed residential SUD treatment programs to adopt the ASAM criteria as the minimum standard of care (SB

823); (3) require residential SUD treatment programs to accept patients who take medications to manage addiction, and to have a continuing care plan for patients who are discharged due to relapse while in treatment (SB 992); and (4) to prohibit the practice of patient brokering (SB 1228).

- Helped to shape legislation which established statewide priorities for MHSA Prevention and Early Intervention funding (SB 1004);
- Co-sponsored legislation to establish a continuum of substance use disorder treatment services in California for Medi-Cal eligible youth pursuant to the EPSDT mandate.
- Co-sponsored a State Budget proposal to expand the alcohol Screening, Brief Intervention and Referral to Treatment (SBIRT) benefit under Medi-Cal to include screening for drug use.
- Sponsored and successfully had signed SB 688 (Moorlach) to require the Department of Health Care Services to revise the MHSA Annual Revenue and Expenditure Reports to be in accordance with Generally Acceptable Accounting Principles (GAAP).
- Successfully ushered budget trailer bill language through (SB 79) to enactment, which will provide greater flexibility for MHSA Innovations Projects;
- Amended, or helped to kill legislation that would have been harmful to county behavioral health;
- Advocated on behalf of county behavioral health directors alongside CSAC on the impacts of 1991 Mental Health growth redirection for IHSS; securing in the Governor's FY 19-20 State Budget a restoration of the IHSS Maintenance of Effort and discontinuation of the redirection of growth funds-- providing counties with approximately \$80 million in 1991 Realignment growth.

This next year promises to be pivotal for county behavioral health, with the renegotiation of our authorizing 1915(b) and 1115 waivers, DHCS' behavioral health reorganization and increased focus on sanctions-based compliance strategies, along with the Newsom administration's renewed commitment to addressing homelessness and justice-involved populations with the help of county behavioral health. It is critical to ensure that county behavioral health plays a prominent role in shaping these, and many other policy conversations in Sacramento.

The CBHDA Governing Board, leadership, and staff team at CBHDA sincerely appreciate the support and high level of member participation in this Association. As we work together to craft the future of behavioral health care in California, your voice and participation will be key to our success. Thank you for all that you do in your county and with your Association colleagues to make a difference in the lives of Californians living with behavioral health needs. If you have questions about our work over the past year or plans for the coming year, please feel free to contact me at [mcabrera@cbhda.org](mailto:mcabrera@cbhda.org). If you have questions about the invoice, please contact Mike Solley at 916-556-3477, ext. 1118, or at [msolley@cbhda.org](mailto:msolley@cbhda.org).

**County Behavioral Health**  
 Directors Association of California  
 2125 19th Street, 2nd Floor  
 Sacramento, CA 95818

# Invoice

Phone Number 916-556-3477 x 1118

Customer No.: INYO COUNTY  
 Invoice No.: 11471

**Bill To: Inyo County BH Department**  
 Gail Zwier, Director  
 162 J Grove Street  
 Bishop, CA 93514

Date	Ship Via	F.O.B.		
07/15/19			Tax Payer I D Number 68-0232359	
Purchase Order Number	Order Date	Sales Person	Our Order Number	
	07/15/19	Mike Solley, Director of Finance		
Quantity	Description	Unit Price	Amount	

1	Membership Dues FY 19/20	13403.17	13403.17	
		Invoice subtotal	13403.17	
		Invoice total	13403.17	

Please Make Check Payable to: County Behavioral Health Directors Association of California



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Rhiannon Baker

**RE:** Approval of Contract with Kingsview Corporation for Tele-Psychiatry Services

---

**RECOMMENDED ACTION:**

Request Board approve the sole source contract between the County of Inyo and Thomas and Flatow Medical Corporation, PC for tele- and in-person psychiatry services in a total amount not to exceed \$165,000 for the period of August 15, 2019 to June 30, 2020, contingent upon all departmental signatures being obtained and the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the HHS Deputy Director of Behavioral Health to sign the contract and the HHS Assistant Director to sign the HIPPA Business Association Agreement.

**SUMMARY/JUSTIFICATION:**

This sole source contract is the result of an extensive search for viable psychiatry services upon the retirement of our long term in-person psychiatrist. This contract represents the best case scenario for our current circumstances and will allow us time to explore further opportunities to develop potential in-person candidates and to use a more flexible hybrid tele-psychiatry service than has been provided by other telemedicine providers. The model includes the use of one psychiatry resident who is able to provide in-person to our area on a monthly basis and to engage with both persons who have received long term care as well as new patients. The tele-psychiatry services will be provided by this provider as well as one or two other consistent providers from the Thomas and Flatow group. While the service is a bit more expensive than our other telemedicine provider, they offer a great deal more flexibility in scheduling and service provision as well as the capability of providing services to all ages, including youth. Ultimately this will allow us to have more control over meeting the needs of our consumers. Dr. Schneider, as a retired annuitant, will be available to provide limited services during this transition over the next year. The Behavioral Health Division is grateful for Dr. Schneider's continued commitment to addressing continuity of care and transitioning in this most critical mode of specialty mental health.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could deny approval of this contract. This could impact our ability to provide critical psychotropic medication services in accordance with the requirements of our performance contract with the Department of Health Care Services.

**OTHER AGENCY INVOLVEMENT:**

California Department of Health Care Services



**FINANCING:**

Mental Health Realignment and reimbursement will be pursued for all Medi-Cal eligible services provided. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Thomas and Flatow Contract

## AGREEMENT BETWEEN COUNTY OF INYO

AND Thomas and Flatow Medical Corporation, PC  
FOR THE PROVISION OF tele- and in-person psychiatry SERVICES

### INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the tele- and in-person psychiatry services of Thomas and Flatow Medical Corporation, PC of Long Beach, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

### TERMS AND CONDITIONS

#### 1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier, Ph.D, whose title is: HHS Deputy Director of BH. 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 8/15/2019 to 6/30/2020 unless sooner terminated as provided below.

#### 3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed One hundred sixty five thousand Dollars

(\$ 165,000) (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, 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	
<u>Health and Human Services-BH</u>	Department
<u>162 J Grove Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Thomas and Flatow Medical Corp., PC</u>	Name
<u>3350 E 7th Street, #601</u>	Address
<u>Long Beach, CA 90804</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Thomas and Flatow Medical Corporation, PC  
**FOR THE PROVISION OF** tele- and in-person psychiatry **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: \_\_\_\_\_  
Signature  
MOTTSM THOMAS MD  
Print or Type Name

Dated: 7/20/19

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Chuchlo

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Thomas and Flatow Medical Corporation, PC

**FOR THE PROVISION OF** tele- and in-person psychiatry **SERVICES**

**TERM:**

**FROM:** 8/15/2019 **TO:** 6/30/2020

**SCOPE OF WORK:**

**1. Project Scope**

The basic expectations are as follows:

A. Tele-psychiatry coverage will cover approximately 10-15 hours in 4-5 hour blocks during three days of the week as mutually agreed upon. During these blocks, patients can be scheduled to be seen as a traditional pre-scheduled appointment or a walk-in appointment.

B. Patient visits will include evaluating the patient, ordering any necessary treatments or medications, and signing paperwork associated with the visit. Thomas and Flatow Medical Corporation, PC (hereinafter referred to as "Contractor") will also be available for conversation/consultation with ancillary staff to discuss treatment, follow-up scheduling, and any standard communications generally associated with patient care. This time is included in the fee for seeing the patient.

C. Contractor will have availability for interdisciplinary meetings or other requested meetings for patient care at the new patient rate.

D. Contractor will communicate with staff and schedulers regularly by telephone, or HIPAA compliant messaging. Contractor's tele-medicine platform will also meet all applicable standards.

E. Contractor agrees to explore the possibility of being available for consults in the emergency room.

F. In addition to Contractor's tele-medicine services, Contractor will provide in-person services 1-2 times monthly, for approximately 8 hours at a time as mutually agreed upon by Inyo Co. and the providing physician Dustin Stephens MD, PhD. Dr. Stephens will also provide continuity of care by making himself available to provide tele-psychiatry services.

G. Contractor's treating providers include four MD's, a nurse practitioner, and two physician's assistants, and an LCSW. Contractor will also include supervision as a service on an as-needed basis.

**2. Scheduling**

Contractor shall provide services at the expected facilities at the time prearranged by the physician/provider and scheduling department. We shall not deviate from such schedule, except in the case of emergencies.

During the blocks of time agreed upon for services, Contractor will have its staff standing by to see patients as they arrive to their appointments. In the case of a no-show, Contractor will allow for a substitution granted there will be enough time to see any scheduled patient ahead of the no-show.

Dr. Stephens will provide his in-person schedule at least 30 days in advance.

**3. License and Certificates**

Contractor shall file current certificates or other evidence of required insurance with facility and maintain current licenses and board certifications if applicable. Contractor will provide evidence of malpractice and comply with all credentialing requirements as set forth by Inyo County.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND Thomas and Flatow Medical Corporation, PC**

**FOR THE PROVISION OF tele- and in-person psychiatry SERVICES**

**TERM:**

**FROM:** 8/15/2019 **TO:** 6/30/2020

**SCHEDULE OF FEES:**

Fees: Initial Evaluation – Patient interview and evaluation, detailed documentation, medications ordered or refilled. This would be charged for a patient who is new to your facility. These appointments generally run about an hour long. - \$325 per patient.

Follow-Up Evaluation – Established patient meeting, documentation, medications ordered or refilled. These appointments generally run 30 minutes. - \$160.

For unfilled No-Show appointments - 75% of the cost of the appointment; or \$243.75 for an Initial Evaluation appointment and \$120 for a Follow-Up appointment.

Dr. Stephens will be available for in-person work at a rate of \$270/hr paid to our organization under our federal tax ID. We will then provide Dr. Stephens with a salary and manage his malpractice insurance, payroll processing, and any necessary employment or tax documentation.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Thomas and Flatow Medical Corporation, PC  
**FOR THE PROVISION OF** tele- and in-person psychiatry **SERVICES**

**TERM:**

**FROM:** 8/15/2019      **TO:** 6/30/2020

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Other Insurance Provisions***

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

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

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

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**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 \_\_\_\_\_, 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

County of Inyo

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BUSINESS ASSOCIATE

*Thomas and Flatow Med Corp*

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

Print Name: *MOTTISIN THOMAS MD* \_\_\_\_\_

Title: *MD* \_\_\_\_\_

Date: *7/20/17* \_\_\_\_\_

## Sole Source Justification Form

**Sole Source:** Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

**This is a sole source because:**

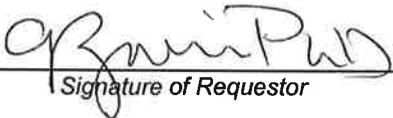
- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).


**Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.**

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

<p><b>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:</b>  <b>Description of Item or Service.</b>          We are requesting sole source due to the highly specialized nature of psychiatry services, and scarcity of this resource. We are using this contract to access a hybrid psychiatry service model and to cultivate potential future opportunities for an in-person provider.</p>	
<p>DEPARTMENT CONTACT PERSON &amp; TITLE          Gail Zwier, HHS Deputy Director – Behavioral Health Division</p>	
<p>DEPARTMENT NAME          Inyo County Health &amp; Human Services</p>	<p>PHONE          760-872-2590</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME          Thomas and Flatow Medical Corporation, PC</p>	<p>SUPPLIER CONTACT PERSON          Mottsin Thomas, MD</p>
<p>SUPPLIER ADDRESS          3350 E 7<sup>th</sup> Street #601, Long Beach, CA 90804</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER          562-356-8758</p>

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements

  
\_\_\_\_\_  
*Signature of Requestor*

  
\_\_\_\_\_  
*Date*



# County of Inyo



## Sheriff - Veterans Service Office

### CONSENT - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Jessica Allmon

**RE:** Inyo-Mono County Veteran Services Annual Subvention Compliance forms

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**RECOMMENDED ACTION:**

Request Board authorize the Chairperson to sign the Medi-Cal Certificate of Compliance FY 19/20 and Certificate of Compliance for Subvention FY 19/20.

**SUMMARY/JUSTIFICATION:**

Forms are required to participate and receive subvention funding from the State of California.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Funding will be withheld if not signed and submitted to the State.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

The subvention funds received by the County of Inyo off-set general fund cost for the Veterans Services and are estimated to be \$39,000 for Fiscal Year 2019-2020.

**ATTACHMENTS:**

1. Annual Subvention Certificate
2. Annual Medi-Cal Cost Avoidance Program Certificate

**CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS**  
**Annual Subvention Certificate of Compliance**

**FISCAL YEAR 2019/2020**

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 & Mono 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 further 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 the current fiscal year proposed expenditures exceeds the actual fiscal year 1988-89 expenditures by at least, the full amount of the current annual allocation. I also agree 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.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

\_\_\_\_\_  
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



# CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

## Annual Medi-Cal Cost Avoidance Program Certificate of Compliance

Fiscal Year 2019/2020

Inyo & Mono COUNTY

I certify that Inyo & Mono 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**



# County of Inyo



## Treasurer/Tax Collector

### CONSENT - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Alisha McMurtrie

**RE:**

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**RECOMMENDED ACTION:**

Request Board adopt Resolution No. 2019-33 pursuant to the provisions of Article XVI, Section 6 of the California Constitution, thereby approving an interim loan from the county treasury to the Southern Inyo Fire Protection District (District) in the aggregate amount of \$20,000 for the purpose of financing the District's operational costs during the 2019-20 fiscal year prior to receipt of their annual property tax apportionment.

**SUMMARY/JUSTIFICATION:**

The above referenced Section of the California Constitution requires the County Treasurer to make interim loans to any district whose funds are in the custody of and paid out solely through the County treasury. Such loans cannot exceed 85% of the district's anticipated current fiscal year's annual revenues. The Inyo County Auditor-Controller has determined that the requested loan amount does not exceed the statutory maximum amount. The County Treasurer has determined that there are sufficient funds on deposit in the treasury to accommodate the subject loan. The law requires that loans of this nature be approved by the County Board of Supervisors.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. SIFPD 2019 interim loan - resolution
2. SIFPD Resolution and meeting minutes of 6-19-19

**RESOLUTION NO. \_\_\_\_\_**

**A Resolution of the Inyo County Board of Supervisors Approving an Interim Loan to the Southern Inyo Fire Protection District from the Inyo County Treasury Pursuant to Article XVI, Section 6 of the California Constitution**

WHEREAS, the provisions of Article XVI, Section 6 of the California Constitution provide that the Treasurer of any County shall have the power and duty to make such temporary transfers from the funds in custody as may be necessary to provide the funds for meeting the obligations incurred for maintenance purposes by a political subdivision whose funds are in custody and paid out solely through the Treasurer's office upon resolution adopted by the governing body of the county directing the Treasurer to make such temporary transfers; and,

WHEREAS, the Southern Inyo Fire Protection District (District) has made such a request for an interim loan in the aggregate amount of \$20,000.00 for the 2019-20 fiscal year; and

WHEREAS, the amount of such request for temporary transfer does not exceed 85% of the anticipated secured property tax revenue accruing to the District for the 2019-20 fiscal year; and

WHEREAS, the District has agreed to repay the loan from revenues accruing to it in the 2019-20 fiscal year before any other obligation of the District is met; and

WHEREAS, the Inyo County Auditor-Controller is authorized to withdraw, intercept or otherwise offset against monies of the District in amounts sufficient to repay the principal and interest due on the interim loan as said monies accrue to the District,

NOW, THEREFORE, BE IT RESOLVED by the Inyo County the Board of Supervisors of the County of Inyo that, pursuant to the provisions of Article XVI, Section 6 of the California Constitution, the Inyo County Treasurer is hereby directed to make temporary transfers from the Inyo County Treasury to the District in an aggregate amount not to exceed Twenty Thousand (\$20,000.00) dollars, as such transfers are requested by the District during the 2019-20 fiscal year.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 13<sup>th</sup> day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
CHAIRPERSON OF THE BOARD OF SUPERVISORS  
COUNTY OF INYO, STATE OF CALIFORNIA

*Attest:* Clint Quilter  
Clerk of the Board

By \_\_\_\_\_  
Deputy

RESOLUTION NO. 2019-02

**A RESOLUTION OF THE BOARD OF DIRECTORS,  
SOUTHERN INYO FIRE PROTECTION DISTRICT,  
REQUESTING A TEMPORARY LOAN FROM THE INYO COUNTY  
TREASURY.**

**WHEREAS, the Board of Directors of the Southern Inyo Fire Protection District** desires to request a temporary loan during the fiscal year 2019-2020 from the Inyo County Treasury in the amount of up to \$20,000.00 to be repaid from December 2019 and/or April 2020 tax revenues, whichever falls under the use of funds.

**NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southern Inyo Fire Protection District** that a loan in the amount of up to \$20,000.00 be requested and that the Fire Chief/Admin Officer and/or the Board Secretary be authorized to sign any and all documents pertaining to said loan.

PASSED AND ADOPTED THIS **15<sup>th</sup>** DAY of **MAY, 2019** BY THE FOLLOWING VOTE:

Motion passed 3, 0, 0.

	AYE	NOE	ABSENT
Jon Zellhoefer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gary Barkley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aaron Smith	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ed Thomas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WITNESS:

Siqi Dennett

Board Clerk

Southern Inyo Fire Protection District

ATTEST:

Carl Dennett

CARL DENNETT, FIRE CHIEF/ADMIN OFFICER

ALISHA

**SOUTHERN INYO FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS  
REGULAR BUSINESS MEETING  
Wednesday, June 19th, 2019- 6PM  
Hurlbut Rook Community Center  
405 Tecopa Hot Springs Road  
Tecopa, California  
(760) 852-4130**

*The Southern Inyo Fire Protection District ("District"), in compliance with the Americans with Disabilities Act ("ADA"), requests that individuals who require special accommodations to access, attend, and/or participate in District board meetings due to a disability, please contact the District Office, (760) 852-4130, at least one business day before the scheduled meeting, to ensure that we may assist you. Gov. Code 54953.2; 54954.2 (a).*

*The Board is generally prohibited from discussing items not on the agenda. Under limited circumstances, the Board may discuss and act on items not on the agenda if they involve an emergency affecting the safety of persons, or a work stoppage, or if the need to act came to the attention of the District too late to be included on the posted agenda.*

*The allocated time for public comment is three minutes. Audience members wishing to address the Board regarding an item on the agenda must identify themselves at the time the matter comes up for consideration by the Board. The chair will call the visitor, either before, during, or following the Board's discussion about the matter. The time allowed for each agenda item is a total of three minutes per person.*

**AGENDA**

**Open Session**

**I. Call to order and determination of quorum**

- Jon Zellhoefer, Chairperson
- Aaron Smith, Vice Chairperson
- Ed Thomas, Treasurer
- Gary Barkley, Director
- VACANT, Secretary

**II. Public Comment**

\*\*\*\*\*

At any time during its regular session, the Board may adjourn to a closed session to consider litigation, personnel matters, or to deliberate on a decision to be reached based upon evidence introduced in a hearing. Issues covered by attorney-client privilege may be discussed in closed session. Authority: Government Code section 11126, subdivisions (a), (c)(3) and (e).

**III. Closed Session**

A. Legal Opinion-Personnel. Authority: Government Code section 11126, subdivision (a)

B. Legal Opinion-Contracts (2) Authority: Government Code section 11126, subdivision (e)(i)

.....  
**Open Session Resumes**

**IV. Confirmation of Agenda/Reading of Minutes**

- Unapproved minutes of May 15th, 2019 Regular Meeting
- Unapproved minutes of May 31st, 2019 Special Meeting, Budget Hearing

**V. Correspondence for possible Board action and/or review**

**VI. Board, Officer, and Committee Reports**

**A. Board Member Reports**

**1. Board Chair Report**

**2. Treasury Report**

**B. Fire Chief's Report**

- C. **Administrative Report**
- D. **Fleet Mechanic's Report**
  - 1. **State of the Motor Pool**
- E. **Committee Reports**
  - 1. **Property Tax**
  - 2. **Budget**
    - a. **Adopt 2019/2020 Budget**
    - b. **Grants**
  - 3. **Fundraising**
  - 4. **Development**
  - 5. **Policy Review**
    - a. **Develop Agenda, Set Date/Time for Policy Review Meeting**

- VII. **Old Business**
  - A. **Update on mobile home/permanent fire station**
  - B. **Report on Water Kiosk**
    - 1. **ICEHS Lab Results**
    - 2. **Silver State Labs Results**
  - C. **Board Vacancy**
    - 1. **Review Letter(s) of Interest**
    - 2. **Discuss candidate(s) qualifications**
    - 3. **Nominate/Vote to fill vacancy**

- VIII. **New Business**
  - A. **Execute Agreement with County Treasurer**

IX. **Evaluate Distribution of Workload**

X. **Good of the Order**

XI. **Suggested Agenda Items for Next Meeting**

XII. **Adjournment to the next Regular Board Meeting, Wednesday, July 17th, 2019, 6 PM, Hurlbut Rook Community Center, 405 Tecopa Hot Springs Road, Tecopa, California 92389**

**Prepared by:**

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**Suzi Dennett, Volunteer Board Clerk**

Agenda posted on June 16th, 2019, at the Fire District Office, Tecopa and Shoshone Post Offices, and Tecopa Community Center. To request a copy of minutes to be discussed at this meeting or minutes recorded from this meeting, please call the District office at (760) 852-4130. To have a meeting agenda emailed to you, please direct your request to: [sifpd@yahoo.com](mailto:sifpd@yahoo.com).

**SOUTHERN INYO FIRE PROTECTION DISTRICT  
APPROVED MINUTES OF THE SPECIAL MEETING-BUDGET HEARING  
OF THE BOARD OF DIRECTORS**

**May 31st, 2019**

The Governing Board of the Southern Inyo Fire Protection District held a Special Meeting-Budget Hearing on Friday May 31, 2019, 6:00 pm at the Hurlbut Rook Community Center, Tecopa, CA 92389

**I. Call to order and determination of quorum:**

Jon Zellhoefer, Chair  
Aaron Smith, Vice-Chair  
Ed Thomas, Treasurer  
Gary Barkley, Director  
VACANT, Secretary

**Present:** Chair Jon Zellhoefer, Vice-Chair Aaron Smith, Treasurer Ed Thomas

**Absent:** Director Gary Barkley

**Visitors:** None

Chair Zellhoefer called the meeting to order at 6:00pm, called roll, and established a quorum.

**II. Confirmation of Agenda**

Motion by Chair Zellhoefer to confirm Agenda. 2<sup>nd</sup> Ed Thomas. 3,0,0.

**III. Public Comment-None.**

**IV. Correspondence for possible Board action and/or review-None**

**V. Budget Hearing**

**A. Receive Public Comments on Draft Budgets 834001, 834003**

Five minutes were set aside to allow people to arrive and provide public comment on the proposed Budgets. In the interim, Chair Zellhoefer reiterated a point regarding the physical ownership of the Water Kiosk and suggested that the Board look into the possibility of requesting funding from Inyo County to offset any income deficiencies, should they arise, in the F/Y 2019-2020 Kiosk Budget.

**B. Review and Approve proposed Budgets 834001, 834003**

Treasurer Thomas motion to approve Kiosk Budget-834003. Aaron Smith 2nd. 3,0,0.

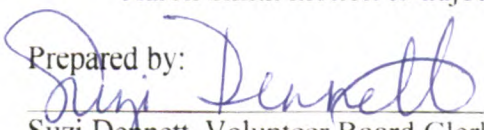
Treasurer Thomas motion to approve SIFPD Budget-834001. Aaron Smith 2nd. 3,0,0.

**VI. Good of the Order- Fine.**

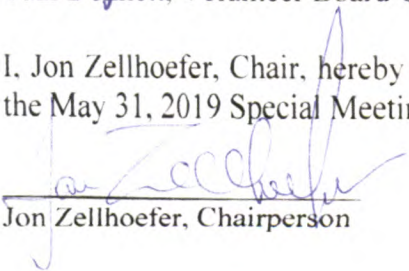
**VII. Adjournment to the next Regular Board Meeting, Wednesday June 19, 2019, 6PM, Hurlbut Rook Community Center, 405 Tecopa Hot Springs Road, Tecopa, CA, 92389**

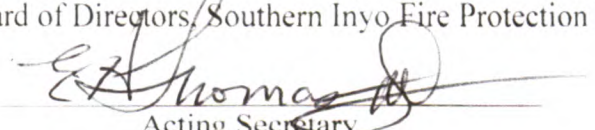
Aaron Smith motion to adjourn. Ed Thomas 2nd. 3,0,0. Meeting adjourned 6:15PM.

Prepared by:

  
Suzi Dennett, Volunteer Board Clerk

I, Jon Zellhoefer, Chair, hereby certify that the foregoing is a true and correct copy of the Meeting Minutes of the May 31, 2019 Special Meeting-Budget Hearing, Board of Directors, Southern Inyo Fire Protection District.

  
Jon Zellhoefer, Chairperson

  
Acting Secretary

**SOUTHERN INYO FIRE PROTECTION DISTRICT**  
**APPROVED MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**May 15, 2019**

The Governing Board of the Southern Inyo Fire Protection District held a Regular Business Meeting on Wednesday, May 15, 2019 at 6:00 pm at the Hurlbut Rook Community Center, Tecopa, CA 92389

**I. Call to order and determination of quorum:**

Jon Zellhoefer, Chair  
Aaron Smith, Vice-Chair  
Ed Thomas, Treasurer  
Gary Barkley, Director  
VACANT, Secretary

**Present:** Chairperson Jon Zellhoefer, Treasurer Ed Thomas, Director Gary Barkley, Fire Chief Carl Dennett, Volunteer Clerk Suzi Dennett.

**Absent:** Vice Chairperson Aaron Smith

**Visitors:** Jim Furlough, Larry Levy

Chair Zellhoefer called the meeting to order at 6:00pm, called roll, and established a quorum.

**II. Confirmation of Agenda/Reading of Minutes**

Motion by Ed Thomas to confirm Agenda. 2<sup>nd</sup> Gary Barkley. 3,0,0. Motion by Chair Zellhoefer to approve the minutes of the March 27th, 2019 Regular Meeting, 2nd by Ed Thomas. 3,0,0.

**III. Public Comment-**

Future agenda item request from resident Jack Holloman regarding the Noble Trust.  
Email correspondence from Aaron Smith to Ed Thomas conferring proxy.

**IV. Correspondence for possible Board action and/or review**

**A. Resolution 2019-1 draft (Regular Business Meeting Schedule)**

Motion to approve the Resolution by Chair Zellhoefer. Discussion. 2nd by Ed Thomas. ~~4,0,0~~ 3,0,0.

**\*Larry Levy objection to use of proxy.\***

**B. Resolution 2019-2 draft (F/Y 2019/2020 Interim Loan Authorization)**

Motion to approve the Resolution by Ed Thomas. 2nd by Gary Barkley. ~~4,0,0~~ 3,0,0.

**\*Larry Levy objection to use of proxy.\***

**C. Resolution 2019-3 draft (County Treasurer Continuity Agreement)-Procedural error. Removed.**

**V. Consent Calendar- No items.**

**VI. Board, Officer, and Committee Reports**

**A. Board Member Reports**

**1. Board Chair Report-** Chair Zellhoefer directed Clerk to remove Consent Calendar from future Agendas due to a documented history of an absence of consent items.

**2. Treasury Report-** Treasurer Ed Thomas motion to accept reports. Gary Barkley 2nd. 3,0,0.  
Larry Levy noted expense item erroneously deducted from 834003 budget rather than 834001.  
Error was previously reported to Auditor's Office and adjustment is underway.

**B. Fire Chief's Report-** Chief Dennett reported 5 medical, 7 vehicle, 1 bicycle, 2 fire. Chief Dennett expressed thanks to Claudia Andracki and Angela Sinohui for ongoing efforts to outfit Sierra 72 for duty in Charleston View.

**C. Administrative Report**

**1. Budgets 834001 & 003.** Motion by Treasurer Thomas to approve Budget drafts for posting. 2nd by Jon Zellhoeffer. ~~4,0,0~~ 3,0,0.

**\*Larry Levy objection to use of proxy. \***



- D. Mechanic's Report-** Fleet Status report. Overall fleet condition status quo.  
**1. State of the Motor Pool-** Minor repairs ongoing. Non-emergency repairs deferred until after 7/1/2019 due to Budget restraints. No immediate safety issues of concern.  
Discussion of DMV Firefighter endorsement requirements and testing procedure.

**E. Committee Reports**

- 1. Property Tax-**No report  
**2. Budget**  
**a. 2019 Budget Committee-**Budget Hearing to be scheduled as soon as possible.  
**3. Fundraising-**  
**4. Development-**Porch construction at Furnace Creek Station ongoing. Tyson Sparrow signed off on post and pier support system for mobile home. Chief Dennett thanked Gary Barkley for all the time and effort expended in undertaking these important projects.

**VII. Old Business**

- A. Update on mobile home set up -** Roof leak to be addressed by Rick Nogera/Best Set.  
**B. Report on Water Kiosk**  
**1. ICEHS/Silver State Labs Results-**No issues.  
**2. Determination of Ownership of Kiosk-**County Counsel determined that the Kiosk belongs to Inyo County. There is no instrument of record transferring ownership to SIFPD.  
**C. Board Vacancy-** Board vacancy ongoing. Discussion of notices being defaced and/or removed.  
**D. Discuss/Draft "Task Description" for Water Kiosk Volunteers-**postponed.

**VIII. New Business**

- IX. Evaluate distribution of workload-** Fine.

- X. Good of the Order-** Filling the Board vacancy remains a top priority.

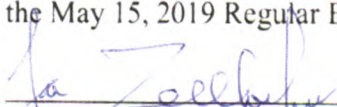
**XI. Suggested Agenda Items for Next Meeting**

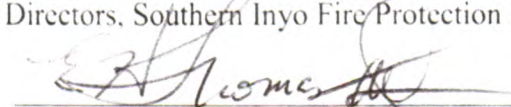
- X. Adjournment to the next Regular Board Meeting, Wednesday, June 19, 2019, 6Pm, Hurlbut Rook Community Center, 405 Tecopa Hot Springs Road, Tecopa, CA, 92389**  
Gary Barkley motion to adjourn. 2nd Ed Thomas. 3,0,0. Meeting adjourned 7:57 PM.

Prepared by:

  
Suzi Dennett, Volunteer Board Clerk

I, Jon Zellhoefer, Chair, hereby certify that the foregoing is a true and correct copy of the Meeting Minutes of the May 15, 2019 Regular Business Meeting, Board of Directors, Southern Inyo Fire Protection District.

  
Jon Zellhoefer, Chairperson

  
Acting Secretary

**\*IMPORTANT NOTE:** Subsequent to the meeting, research into public sector entities such as Special Districts determined that proxy voting is not allowed unless specifically authorized in the by-laws and not in conflict with any existing state laws. Therefore, the voting record of this meeting has been amended to remove the vote counted in absentia for Director Aaron Smith.



# County of Inyo



## Agricultural Commissioner

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Nathan Reade

**RE:** LRWQCB Comment Letter

---

**RECOMMENDED ACTION:**

Request Board approve a comment letter to the Lahontan Regional Water Quality Control Board (LRWQCB) with regard to the LRWQCB's Surface Water Quality Assessment Report (Integrated Report).

**SUMMARY/JUSTIFICATION:**

The LRWQCB is currently soliciting comments on their Integrated Report that is scheduled to be presented at the November 2019 LRWQCB meeting in Barstow. The LRWQCB will also consider passing a resolution accepting the recommendations in the Integrated Report at this same meeting. The deadline for submission of comments was extended to August 15, 2019 after a previous comment from Inyo County requested such an extension. The Integrated Report recommendations include both the listing of nine water bodies in Inyo County as 303(d) impaired water bodies pursuant to the federal Clean Water Act, as well as development of a plan to improve water quality in certain sections of Bishop Creek. The 303(d) listings are outlined in Attachment A of this item.

County staff has assembled the attached comment letter (Attachment B) to the LRWQCB that covers various concerns with the proposed changes outlined in the Integrated Report. We request your board provide direction to staff on whether to submit comments on the Integrated Plan, as well as on the content of the comment letter.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

At the July 9, 2019 meeting the Board requested a 45 day extension to submit comments. An extension was granted to August 15, 2019.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not provide comments on the Integrated Plan at this time, but this is not advisable as the deadline to do so is August 15 2019 and LRWQCB extended the comment period after Inyo County requested such an extension in order to more adequately comment.

**OTHER AGENCY INVOLVEMENT:**

NA

**FINANCING:**

No resources other than staff time are required for this item.

**ATTACHMENTS:**

1. A. Proposed changes to the 303(d) list
2. B. LRWQCB Comments 8.13.19

## "Attachment A"

### Appendix A – PROPOSED CHANGES TO THE 303(d) LIST

Proposed Additions to the 303(d) List		
Water Body	County	Analyte
Bishop Creek, B-1 Drain	Inyo	Indicator Bacteria
Bishop Creek Canal	Inyo	Indicator Bacteria
Bishop Creek Forks (North and South Forks below bifurcation)	Inyo	Indicator Bacteria
Bridgeport Reservoir	Mono	Indicator Bacteria, Mercury
Carson River, East Fork	Alpine	Indicator Bacteria, Dissolved Oxygen, Turbidity
Carson River, West Fork (Headwaters to Hope Valley)	Alpine	Total Kjeldahl Nitrogen <sup>1</sup>
Carson River, West Fork (Hope Valley to Woodfords)	Alpine	Phosphorus <sup>1</sup> , Total Kjeldahl Nitrogen <sup>1</sup>
Carson River, West Fork (Woodfords to Stateline)	Alpine	Iron, Nitrogen <sup>1</sup> , Nitrate <sup>1</sup> , Sulfates <sup>2</sup> , Total Dissolved Solids <sup>2</sup> , Total Kjeldahl Nitrogen <sup>2</sup> , Turbidity <sup>2</sup>
Cedar Creek	Modoc	Chloride, Indicator Bacteria, Total Dissolved Solids
Convict Creek	Mono	Indicator Bacteria
Crab Creek	San Bernardino	Dissolved Oxygen
Crowley Lake	Mono	Mercury
Deep Creek (below Lake)	San Bernardino	Chloride, Dissolved Oxygen, Phosphate, Sodium, Sulfates, Total Dissolved Solids
East Tributary Griff Creek	Placer	Indicator Bacteria
East Walker River below Bridgeport Reservoir	Mono	Arsenic, Nitrogen, Dissolved Oxygen, Phosphorus
Gregory, Lake	San Bernardino	Chlordane
Griff Creek	Placer	Indicator Bacteria
Heavenly Creek (source to USFS boundary)	El Dorado	Benthic Community Effects
Hilton Creek	San Bernardino	Total Dissolved Solids
Holcomb Creek	San Bernardino	Fluoride, Sulfates

<sup>1</sup> Indicates new 303(d) listings that are due to re-segmentation of the waterbody with no new data for 2018.

<sup>2</sup> Indicates new 303(d) listings that are due to both re-segmentation of the waterbody and assessment of new data for 2018.

<b>Proposed Additions to the 303(d) List</b>		
<b>Water Body</b>	<b>County</b>	<b>Analyte</b>
Horseshoe Meadow Creek	Inyo	Indicator Bacteria
Horton Creek	Mono	Indicator Bacteria
Hot Creek (Mono County)	Mono County	Boron, Chloride, Indicator Bacteria, Mercury
Hot Creek (Walker)	Mono County	Indicator Bacteria
Hot Creek, unknown tributary	Mono County	Indicator Bacteria
Hot Springs Creek	Alpine	Total Dissolved Solids
Jensen Slu	Lassen	Indicator Bacteria
LA Aqueduct Diversion	Inyo	Turbidity
Little Truckee River	Sierra and Nevada	Indicator Bacteria
Little Walker River	Mono	Indicator Bacteria
Lone Pine Creek (Inyo County)	Inyo	Indicator Bacteria
Long Valley Creek	Sierra and Lassen	Indicator Bacteria
Mammoth Creek (Old Mammoth Rd. to Hwy 395)	Mono	Indicator Bacteria, Dissolved Oxygen, Phosphate
Mammoth Creek (Twin Lakes outlet to Old Mammoth Rd)	Mono	Total Dissolved Solids
Markleeville Creek	Alpine	Indicator Bacteria, Total Dissolved Solids
Martis Creek	Nevada	Phosphorus
McGee Creek	Mono	Phosphate
Mid-branch Buckeye Creek	Mono	Indicator Bacteria
Milberry Creek	Alpine	Indicator Bacteria
Mill Creek (tributary to W. Walker River)	Mono	Indicator Bacteria
Mojave River (Mojave Forks Reservoir to Upper Narrows)	San Bernardino	Sodium, Sulfates
Mojave River (Upper Narrows to Lower Narrows)	San Bernardino	Manganese, Dissolved Oxygen, Sodium
Owens River (Long HA)	Mono	Indicator Bacteria
Owens River (Upper)	Mono and Inyo	Indicator Bacteria, Sodium
Palmdale Lake	Los Angeles	Dieldrin

<b>Proposed Additions to the 303(d) List</b>		
<b>Water Body</b>	<b>County</b>	<b>Analyte</b>
<b>Pine Creek (Inyo County)</b>	Inyo	Indicator Bacteria
<b>Red Lake Creek</b>	Alpine	Total Dissolved Solids
<b>Reversed Creek</b>	Mono	Indicator Bacteria
<b>Robinson Creek (Barney Lake to Twin Lakes)</b>	Mono	Nitrogen
<b>Round Valley Creek</b>	Inyo	Indicator Bacteria
<b>Sardine Creek</b>	Mono	Indicator Bacteria
<b>Sheep Creek</b>	San Bernardino	Dissolved Oxygen
<b>Spainhower Anchor Ranch Ditch</b>	Inyo	Turbidity
<b>Susan River, Headwaters to Willard Creek</b>	Lassen	Chloride, Phosphorus
<b>Susan River, Willard Creek to Susanville</b>	Lassen	Indicator Bacteria, Nitrogen
<b>Susan River, Susanville to Honey Lake</b>	Lassen	Boron, Indicator Bacteria, Nitrogen, Sodium, Sulfates, Total Dissolved Solids, Turbidity
<b>Topaz Lake</b>	Mono	Indicator Bacteria
<b>Tributary to Mill Creek</b>	Mono	Total Dissolved Solids
<b>Trout Creek (above Hwy 50)</b>	El Dorado	Turbidity
<b>Truckee River</b>	Placer, Nevada, and Sierra	Nitrate
<b>Truckee River, Upper (below Christmas Valley)</b>	El Dorado	Indicator Bacteria
<b>Virginia Creek</b>	Mono	Indicator Bacteria
<b>Ward Creek</b>	Placer	Turbidity
<b>West Fork Mojave River below Silverwood</b>	San Bernardino	Chloride, Sodium, Sulfates, Total Dissolved Solids
<b>West Walker River</b>	Mono	Phosphorus, Total Dissolved Solids, Turbidity
<b>Wolf Creek (Alpine County)</b>	Alpine	Indicator Bacteria

<b>Proposed Removals from the 303(d) List</b>		
<b>Water Body</b>	<b>County</b>	<b>Analyte</b>
<b>Carson River, West Fork (Headwaters to Hope Valley)</b>	Alpine	Chloride <sup>3</sup> , Nitrogen <sup>3</sup> , Total Dissolved Solids <sup>3</sup> , Turbidity <sup>3</sup>
<b>Carson River, West Fork (Hope Valley to Woodfords)</b>	Alpine	Indicator Bacteria <sup>4</sup>
<b>Susan River, Headwaters to Willard Creek</b>	Lassen	Mercury <sup>3</sup> , Toxicity <sup>3</sup>
<b>Susan River, Willard Creek to Susanville</b>	Lassen	Mercury <sup>3</sup>
<b>Susan River, Susanville to Honey Lake</b>	Lassen	Mercury <sup>3</sup>
<b>Trout Creek (above Hwy 50)</b>	El Dorado	Indicator Bacteria <sup>4</sup>

<sup>3</sup> Indicates where removal from 303(d) list is due to re-segmentation of the waterbody.

<sup>4</sup> Indicates where removal from 303(d) list is due to assessment of new data for 2018.



EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: dellis@inyocounty.us

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JEFF GRIFFITHS  
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MATT KINGSLEY

CLINT G. QUILTER  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

August 13, 2019

Lahontan Regional Water Quality Control Board  
Attn: Jennifer Watts and Ed Hancock  
2501 Lake Tahoe Blvd.  
South Lake Tahoe CA 96150

Ms. Watts and Mr. Hancock,

Inyo County appreciates the opportunity to comment on the 2018 Integrated Report and Lahontan's extension of the comment period. The following comments outline Inyo County's concerns regarding the Integrated Report. We hope that Lahontan will consider these comments and look forward to providing any additional feedback if needed.

### Overall Concerns

The Lahontan Regional Water Quality Control Board Integrated Regional draft staff report should consider the existing legal framework established by Inyo County and its residents to protect water and land uses and their associated economic, habitat, and aesthetic benefits. The Inyo/Los Angeles Long-Term Water Agreement<sup>1</sup> requires that water deliveries to Los Angeles-owned lands for irrigation, habitat, and recreation continue. Maintaining water use on these lands provides economic opportunities for ranching and farming in the County in addition to enhancing recreation, aesthetics, air quality, and habitat. These irrigated lands, generally referred to as Type E vegetation, are defined in the Water Agreement (Section II.E, p. 9) as:

#### Type E Classification

*This classification is comprised of areas where water is provided to City-owned lands for alfalfa production, pasture, recreation uses, wildlife habitats, livestock, and enhancement/mitigation projects.*

The Water Agreement sets several goals for managing Type E vegetation: 1) significant decreases or changes from the conditions that existed in runoff-year 1981-1982 should be avoided, 2) Los Angeles will provide water such that the water-related uses that were present in 1981-1982 can continue, and 3) recreation use and habitat dependent on water supplied by LADWP should not decrease. In many places, irrigation is required to maintain the above described Type E vegetation goals. The LTWA also requires the continuation of sustainable uses, including livestock grazing and agriculture. Irrigation is also needed to meet these goals. Because of this, it is imperative that any plan proposed by Lahontan carefully consider these uses and how they can continue as required by the LTWA.

As part of the project to build the second Los Angeles aqueduct, irrigated acreage in the Owens Valley was reduced from 21,800 acres to 11,600 acres in the 1960's, and in exchange, the irrigated ranch leases were modified to provide a firm allocation of five acre-ft/acre. LADWP lease requirements also specify stockwater allotments from fall through spring. The reduction in irrigated acreage was identified as a potentially significant impact in the 1991 Environmental Impact Report (EIR) for the Water Agreement, but the EIR concluded that no mitigation was required due to the firm annual allocation of water. Protections for irrigated lands are based on vegetation conditions and land uses that existed in 1981-82. Altering the irrigation duty,



water management (if it degrades vegetation conditions), or uses of irrigated lands to accomplish water quality objectives potentially could violate the existing legal agreements between LADWP and the County.

Finally, The indicator bacteria dataset used for the draft Integrated Report spans parts of 2012 to 2016 with the majority of data collected in 2014 and 2015. This period included extreme and historic drought conditions. The final report should assess the available water quality data accounting for the abnormally low creek flow in those years. Additional data from years of normal and above normal runoff should be added to the dataset to assess inter-annual variability in contaminant levels.

### Concerns Specific to Bishop Creek

Multiple legal judgements and settlements govern LADWP's management and distribution of surface water for irrigation in the Bishop area. The County supports efforts to remediate impaired water quality and offers the following information for context as LRWQCB proceeds with the Vision Project on Bishop Creek and associated waters.

Bishop Creek flows in 2014 and 2015 were the lowest and 3<sup>rd</sup> lowest flows measured since 1904. It is not known if the low flow volumes, particularly in west Bishop, influenced the water quality exceedances measured during that period. As stated previously, additional data from years of normal and above normal runoff should be added to the dataset to assess inter-annual variability in contaminant levels.

The 1915 Chandler Decree<sup>2</sup> regulates flows in Bishop Creek and water storage in the upstream South Lake and Lake Sabrina reservoirs by setting minimum flows above the North and South Forks of Bishop Creek for the months of April through September. The Chandler Decree and the operation of the Bishop Cr. bypass to divert potentially damaging high flows from the creek result in relatively consistent irrigation deliveries and seasonal flows in the two branches of Bishop Creek. The 2012-2016 drought was an exception to the general trend due to a combination of diminished reservoir storage and atypical management of flow diversions by LADWP. That unusual set of circumstances led to historically low flows in Bishop Creek and decreased irrigation in the west Bishop area.

The 1940 Hillside Decree<sup>3</sup> regulates LADWP-pumped groundwater and artesian wells on the Bishop Cone (greater Bishop area). The combined LADWP extraction of groundwater must be less than the amount of water uses for irrigation on Bishop Cone lands (uses include losses in delivery ditches and stockwater consumption). LADWP's uses have averaged approximately 25,000 acre-ft/yr on the Bishop Cone over the past 25 years. The relatively constant pumping in the Bishop area, even in drought years, provides for relatively stable grazing management and water supply in ditches to lands that can be supplied by wells. Any water management alterations included in a plan to improve water quality on Bishop Creek can have impacts on this balance.

The Inyo County Board of Supervisors understands and appreciates the importance of maintaining our local water resources for multiple benefits. We look forward to working as partners with Lahontan and assist in any way we can with the development of plans to improve water quality in Inyo County. It is our sincere hope that any plan proposed by Lahontan can both improve the quality of our water as well as balance the multiple benefits that water provides to Inyo County residents.

Sincerely,

Rick Pucci, Chairman  
Board of Supervisors, Inyo County

References:

<sup>1</sup>[http://www.inyowater.org/wp-content/uploads/legacy/Water\\_Resources/long\\_term\\_water\\_agreement.pdf](http://www.inyowater.org/wp-content/uploads/legacy/Water_Resources/long_term_water_agreement.pdf)

<sup>2</sup><http://www.inyowater.org/wp-content/uploads/2014/02/Chandler-Decree.pdf>

<sup>3</sup><http://www.inyowater.org/documents/hillside-decree-1940/>



# County of Inyo



## County Administrator - Museum

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Leslie Chapman, Jon Klusmire

**RE:** Museum Advisory Committee

---

**RECOMMENDED ACTION:**

Request Board authorize creation of a volunteer Museum Advisory Committee in accordance with County Code Section 2.52.030, and direct staff to advertise, recruit members and return to Board with recommendations for final approval of the committee members.

**SUMMARY/JUSTIFICATION:**

The Eastern California Museum was founded in 1928, and has been operated by the County of Inyo since 1968. The mission of the Museum is to collect, preserve, and interpret objects and information related to the cultural and natural history of Inyo County and the Eastern Sierra, from Death Valley to Mono Lake. The Museum collection is held in public trust, and a computerized database with over 70,000 records is used to manage the Museum's extensive collections. In addition to those artifacts, the Museum also houses about 30,000 historic photographs of the Eastern Sierra region, the majority of which date from the late 1800s through the 1950s. The Museum hosts about 9,000 visitors a year. The Museum Bookstore features a wide variety of titles highlighting Native American, local and regional history and culture. The Museum is also an outstanding resource for researchers, and typically handles about 200 requests for information or photo reprints per year.

The Museum is a unique and important means to preserve our rich and varied history, and the counsel of subject matter experts will be a valuable enhancement to collections and operations. Therefore, staff recommends establishing a volunteer committee to assist in updating Museum policies, procedures, operations and collections management by utilizing the knowledge and expertise of local experts who have a unique understanding of local history, care and preservation of artifacts and current museum best practices.

Inyo County Code Section 2.52.030 (attached) provides for the establishment of a Museum Advisory Committee. The purpose of the committee is to provide advice and support for ongoing issues such as collections management, Tribal and community relations, storage policies and input regarding museum grounds (including the Edwards and Commander's houses), and special events and visitor services. Another valuable function will be to assist and advise staff on the revision of outdated Museum policies and procedures along with the development of a new Long Range Plan.

Staff's recommendation is that the advisory committee be comprised of members of the community including, but not limited to, an archaeologist, representatives of both Manzanar and the Laws Museum, and at least one Native American representative.

The committee will be advisory only and will serve at the will of the Board which will continue to set policy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

While the Museum Advisory Committee is not mandated, if it is not approved, the County may miss the opportunity to enhance museum operations.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Recruiting expenses are expected to be minimal and are included in the 2019-20 recommended budget.

**ATTACHMENTS:**

1. Inyo County Code (Inyo County, California)

**Inyo County Code**[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)

[Title 2 ADMINISTRATION AND PERSONNEL](#)  
[Chapter 2.52 MUSEUM](#)

**2.52.030 Advisory committee.**

---

The board of supervisors may appoint a committee composed of members to be chosen by the board to advise the director and recommend policies and procedures for the efficient and orderly acquisition and display of historical artifacts and to advise the director concerning museum activities in general. The committee shall be advisory only, it being within the function of the board of supervisors to set policy. The director is responsible to the board of supervisors, but he is encouraged to seek the advice of any advisory committee appointed by the board in order to insure a broad base of cooperation and understanding by and between the museum and the interested citizens of Inyo County. The members of the advisory committee, if one is appointed, shall hold committee membership at the will of the board of supervisors, and the number and composition of committee memberships shall be determined by the board and may be changed from time to time as the board sees fit. (Ord. 161 § 3, 1968.)

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# County of Inyo



## Public Works - Road Dept.

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Chris Cash

**RE:**

Request to remove one (1) tree at 135 South Jackson Street, Independence

---

**RECOMMENDED ACTION:**

Request Board approve the removal of one (1) tree at 135 South Jackson Street, Independence, CA.

**SUMMARY/JUSTIFICATION:**

The Road Department had received a request by the County Water Department to remove a hazard tree in front of the Departments office at 135 South Jackson Street. The roots from this tree had previously lifted the sidewalk in front of the Water Department and created a tripping hazard. A few years ago the County Road Department had removed the sidewalk sections, removed the roots, and replaced the sidewalk sections. After approximately three years, the trees roots have lifted the sidewalk again, creating another tripping hazard. This will require the sidewalk to be ground flush or replaced again. Additionally, there has been damage done to parked vehicles from falling limbs, and numerous tripping hazards from the seed pods. It was determined that a professional tree assessment report was warranted to assess the long term health and viability of this tree in its current location.

This removal request is based on the recommendation of a tree service consult (Attachment A), where the assessment has determined that this tree is in an improper location and there are no remedies available to prevent damage to County sidewalks and public hazards.

The Water Department has committed to replacing this tree with two suitable replacements in the lawn area in front of the Water Department. The Water Department had also requested recommendations by the tree consultant, Eastern Sierra Tree Service for better suited replacement trees. Those recommendations are included as Attachment B.

If approved, tree removal will be performed by County forces.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Allowing this tree to remain will continue to damage County infrastructure and tripping hazards to the public

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

Removal operations will be performed as part of the Road Departments maintenance operations.

**ATTACHMENTS:**

1. Attachment A
2. Attachment B



CA LIC #814516

June 25, 2019

Inyo County Public Works  
ATTN: Chris Cash  
168 N Edwards St  
Independence, CA 93526

RE: Assessment of Street Trees located at 135 South Jackson Street, Independence, Ca

Dear Chris,

On June 18, 2019, I performed a Level 1 visual inspection on a *Liquidambar styraciflua* commonly known liquidambar and sweet gum tree located in the right of way east of 135 E Jackson Street in Independence, California. A Level 1 inspection is a visual inspection comprising a 360-degree viewing of the tree crown, trunk and exposed root flare from the ground. Tools used in this inspection were a tape measure.

I met with Chris Cash and Gregory Waters; Mr Cash explained that the county had replaced 3 panel of sidewalk near the subject tree three years ago and that the sidewalk was again beginning to raise near the tree. Mr. Cash requested evaluation of the tree and to make recommendation to prevent continuing sidewalk damage and retain the tree if possible.

#### **Species profile and site characteristics**

*L. styraciflua* is considered an attractive and desirable street tree, however it should be planted in areas with plenty of room. Care should be made when choosing *L. styraciflua* as a street tree since its large, aggressive roots may lift curbs and sidewalks. It is recommended that this tree be planted 8 to 10 feet or more from curbs. Under ideal conditions, it is a moderate to rapidly growing tree that can reach 80 to 120 ft in height and 3 to 5 ft in diameter. *L. styraciflua* has a long, straight, buttressed trunk, oblong to pyramidal crown, and a shallow and wide spreading root system. Adequate sunlight is required for sweetgum to reach its potential. Young trees can withstand crowding, however, they become intolerant to competition with increasing age. Stumps sprout prolifically, giving rise to multiple-stem clumps and stands. When stems are killed, weakened or top-cut, numerous root suckers often develop. *L. styraciflua* reaches maturity at 200-300 years.

#### **Site and Damage inspection**

Inspection of the site and sidewalk revealed the subject tree is in a narrow plant strip next to the curb. The sidewalk is within the tree's critical root zone and is being raised by the roots of the subject tree. The tree is isolated and has full wind exposure. Roots are covered to the East, North and South and a 5' section of sidewalk to the West.

#### **Tree Discussion**

The subject tree is a 23.25" dbh *L. styraciflua*. With limited root area due to curbs and paved area. Subject tree has less than 26" of roots to the East, <5' of uncovered soil to the North and South and to the West the sidewalk is located 7" from the base of the tree. Due to the limited volume of soil and viable rooting area on 3 sides of this tree



the Critical Root Zone for the tree is 23' from the tree. Any disturbance or root cutting within 23' of the tree will severely impact the stability of this tree and greatly increase risk of wind fall. I do not recommend cutting or grinding any roots for this tree.

*L. styraciflua* is a large tree with a wide spreading root system, this tree should not be planted within 10' of curbs or sidewalks. Due to the species profile of this tree and the site condition, it is my opinion that there is no treatment available to save the tree and prevent continued damage to the sidewalk. *L. styraciflua* is not the correct tree for the location and there is no remedies available to prevent sidewalk damage, I recommend removal of this tree. This species has a sprouting profile, it is also recommended that the stump be removed or treated to prevent regrowth.

Please feel free to contact me if have any questions.

Eastern Sierra Tree Service, Inc



Rochelle Hair  
ISA Certified Arborist WE 9413A  
Tree Risk Assessment (TRAQ) Qualified

Attachment:      Photos



**References:**

ISA Tree Risk Assessment Manual, Dunster, 2013

ISA Best Management Practices: Tree Risk Assessment, 2nd Ed., 2011

Cornell Horticultural, <http://www.hort.cornell.edu/bjorkman/lab/arboretum/trees/sweetgum.html>, Search  
6/24/2019, *Liquidambar styraciflua*

USDA, [https://plants.usda.gov/factsheet/pdf/fs\\_list2.pdf](https://plants.usda.gov/factsheet/pdf/fs_list2.pdf), *Plant Fact Sheet: Liquidambar styraciflua*

USFS Fact Sheet ST-358, Edward F. Gilman and Dennis G. Watson  
[http://hort.ufl.edu/database/documents/pdf/tree\\_fact\\_sheets/liqstya.pdf](http://hort.ufl.edu/database/documents/pdf/tree_fact_sheets/liqstya.pdf)



**Photos:**











CA LIC #814516

## Recommended trees:

I have placed an \* by the tree I think would work and look best in each space.

### South lawn area

You have limited room here. A small well-behaved tree is essential. Be sure to plant any of these at least 5' from the building.

**Majestic Beauty® Indian Hawthorn**

**Royal Purple Smoke Tree**

**\*Black Tulip™ Magnolia**

This is a great option as it does not have a wide canopy, be careful when selecting most Magnolia are very large. Check the size of maturity before planting.

**\*Zuni Crape Myrtle**

Almost any crape myrtle will work in this space.

### Center of yard (North of sidewalk)

These trees should be planted at least 10-15' from a building and 5-10' from the sidewalk.

**\*Red Rhapsody® Amur Maple**

You can get this tree in multi stem or single leader; both are very attractive. I personally like the multi-trunk version. It is also known as a Flame Amur Maple

**Majestic Beauty® Indian Hawthorn**

**Venus® Dogwood**

**Forest Pansy Redbud**

**Mexican Redbud**

**\*Japanese Snowbell**

Dogwood do have berries but are not considered a problem

### North end of yard

You are constrained in space on this side of the yard due to the trees located on the North property line. I recommend planting 2 of the same small trees in an East - West line of each other. Visually it would be best if it is not the same tree planted on the South end of the yard

**\*Majestic Beauty® Indian Hawthorn**

**Royal Purple Smoke Tree**

**Black Tulip™ Magnolia**

This is a great option as it does not have a wide canopy, be careful when selecting Magnolias however some varieties are very large. Check the size of maturity before planting.

**\*Zuni Crape Myrtle**

Almost any crape myrtle will work in this space



Website listed for trees are listed for reference only, Many Monrovia trees are not shipped to California. The Monrovia website is used only used for convenience and ability to reference a wide selection of tree varieties and types. I recommend checking availability at High Country Lumber and Chalfant Big Trees and if the tree is not available, they may be able to order it or recommend a similar variety.

Trees can be brought in from Carson City and Reno through the inspection station. To insure you do not have issues it is best to call the CDFA prior to transportation and get preapproval. 916-654-0312. Trees that will NOT be approved are citrus, nuts and oaks.







## Red Rhapsody® Amur Maple

**Acer tataricum subsp. ginnala 'Mondy'**

**Average Landscape Size:**

Quickly reaches 15 to 20 ft. tall and wide.

<https://www.monrovia.com/plant-catalog/plants/17/red-rhapsody-amur-maple/>

fact sheet: <https://edis.ifas.ufl.edu/pdffiles/ST/ST01400.pdf>

Brilliant red fall foliage highlights this small, versatile, bushy tree. The wonderful bare-stemmed winter silhouette with smooth gray bark leafs out before other maples in spring, with heavily lobed, dark green foliage, followed by small, fragrant, yellow-white flower clusters. Excellent cold tolerance. Best fall color in cool northern regions





## Majestic Beauty® Indian

### Hawthorn

#### Rhaphiolepis x 'Montic'

<https://www.monrovia.com/plant-catalog/plants/2047/majestic-beauty-indian-hawthorn/>

Moderate growing; reaches 15 to 25 ft. tall, 8 to 10 ft. wide in natural form.

Almost any Hawthorn is a nice choice. Most are under 20' and they come in a variety of different bloom colors. It is one of my favorite trees and prolific bloomers. Beware, it is a rose family and it may have thorns.





## Royal Purple Smoke Tree

### **Cotinus coggygria 'Royal Purple'**

<https://www.monrovia.com/plant-catalog/plants/941/royal-purple-smoke-tree/>

Dramatic, long-lasting, pinkish purple, smoke-like airy seed clusters backed by reddish purple foliage create a prized small tree or large accent shrub. Foliage holds its color all summer, then turns scarlet red in autumn. Deciduous. Moderate growing; reaches 15 ft. tall, 10 to 12 ft. wide.





## **Black Tulip™ Magnolia**

### **Magnolia x soulangiana 'Jurmag1' Plant Patent Applied For**

<https://www.monrovia.com/plant-catalog/plants/1826/black-tulip-magnolia/>

Moderate grower this is the darkest, most dramatic tulip magnolia of any on the market, with rich, deep burgundy-red six-inch-wide blooms that appear before the foliage emerges in early spring. The small, slender, multi-branched form is outstanding for use as an elegant specimen tree, en masse to form a hedge, or as a container plant. Deciduous. reaches 15 to 20 ft. tall, 6 to 10 ft. wide.





## Venus® Dogwood

### Cornus x 'KN30-8' Plant Patent #16,309

<https://www.monrovia.com/plant-catalog/plants/1014/venus-dogwood/>

Fast growing; reaches 15 to 20 ft. tall and wide.

A spectacular, fast-growing hybrid with exceptionally large, white, flower-like bracts. Attractive red ornamental fruit appears in fall. The glossy green foliage has wonderful red fall color. This vigorous selection from Rutgers University has notable winter hardiness, good drought tolerance, and excellent disease resistance. Deciduous.





## Forest Pansy Redbud

### ***Cercis canadensis* 'Forest Pansy'**

<https://www.monrovia.com/plant-catalog/plants/727/forest-pansy-redbud/>

fact sheet: <https://edis.ifas.ufl.edu/st147>

Moderate grower to 20 ft. tall, 25 ft. wide.

Beautiful landscape tree valued for its brilliant scarlet-purple color to new foliage, maturing to maroon. Rosy-pink flowers on bare branches bridge the gap between winter and spring! Deciduous.





## Mexican Redbud

### ***Cercis canadensis var. mexicana***

<https://www.monrovia.com/plant-catalog/plants/723/mexican-redbud/>

fact sheet: <https://edis.ifas.ufl.edu/pdffiles/ST/ST15100.pdf>

Moderate growing, small tree; reaches 12 to 20 ft. tall and wide. Can be pruned to keep in a smaller space

Great small space tree especially adapted for the conditions of the desert southwest. Brilliant rose-violet blooms appear in spring just before the foliage emerges. Glossy, blue-green leaves have pronounced wavy edges. Exceptionally showy autumn foliage is glistened with gold, resembling that of a quaking aspen in late fall. Deciduous.





## Zuni Crape Myrtle

### **Lagerstroemia indica x fauriei 'Zuni'**

<https://www.monrovia.com/plant-catalog/plants/1733/zuni-crape-myrtle/>

fact Sheet: <https://edis.ifas.ufl.edu/pdffiles/ST/ST34200.pdf>

Info on different cultivars: <https://edis.ifas.ufl.edu/mg266>

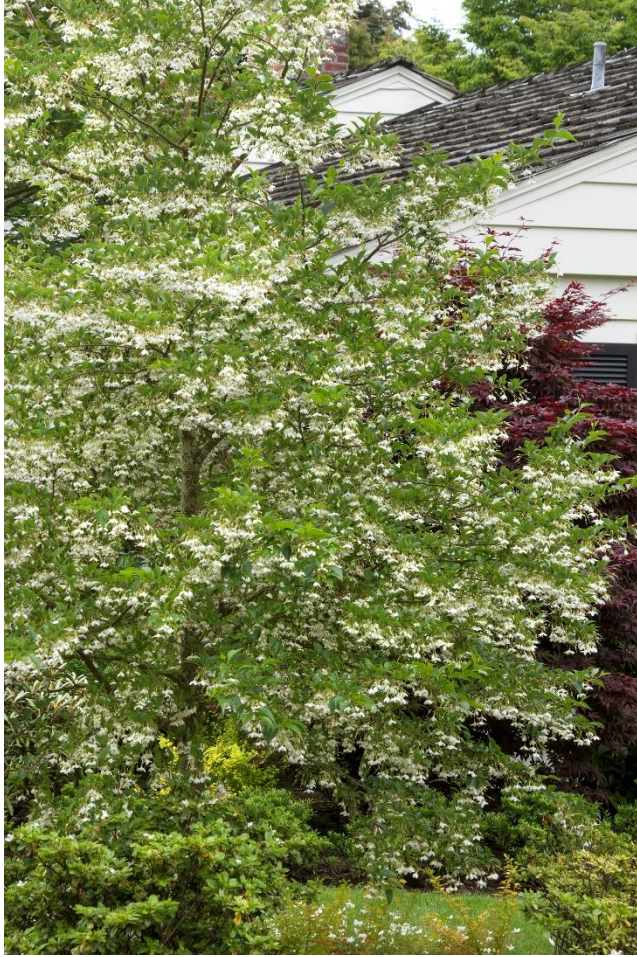
Moderate growing; reaches 9 to 12 ft. tall, 8 to 10 ft. wide.

A wonderful selection with notably large, dark lavender-violet flower trusses, improved hardiness, and handsome peeling bark. Deciduous foliage has excellent mildew resistance and provides spectacular color in the fall, ranging from orange-red to maroon. A superb border plant or landscape accent.

There are many varieties of Cape Myrles ranging in many colors. All are very attractive trees. Most grow in our zone and are about 10-15' tall.







## Japanese Snowbell

### **Styrax japonicus**

<https://www.monrovia.com/plant-catalog/plants/2121/japanese-snowbell/>

fact sheet: [http://hort.ufl.edu/database/documents/pdf/tree\\_fact\\_sheets/styjapa.pdf](http://hort.ufl.edu/database/documents/pdf/tree_fact_sheets/styjapa.pdf)

Slow growing; reaches 20 to 30 ft. tall and wide.

Lovely, slightly fragrant, white, bell-shaped flowers drip from strongly horizontal side branches with dark green foliage in early summer. A splendid small tree for use adjacent to a patio or near a pathway. Foliage turns yellow to red in the fall. Deciduous.

Lovely white bells that bloom that dangle from horizontal branches are perfect for looking up into, so when you plant this tree, consider a bench underneath it. The spreading form is part of the charm of this plant, so make sure you give it enough elbow room. You will need to plant this tree 10-15' from a building. Some reports mention it can attract bees.





# County of Inyo



## Public Works - Road Dept.

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 13, 2019

**FROM:** Chris Cash

**RE:**

Request to prune and remove trees at 300 North Webster Street, Independence, CA.

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**RECOMMENDED ACTION:**

Request Board approve the substantial pruning of two (2) and removal of four (4) trees at 300 North Webster Street, Independence, CA.

**SUMMARY/JUSTIFICATION:**

The Road Department had received a request to evaluate County trees, which are in the County right of way, and determine if they were the cause of, or could cause damage to the property at 300 North Webster Street.

The property owner claims that roots from some of the County trees have caused damage to her block wall surrounding her property, as well as damage to her patio area within her property. The damaged areas were inspected by County forces and it was determined that a professional tree assessment report was warranted.

This pruning and removal request is based on the recommendation of a tree service consult (attached), there are six trees in the report and to summarize the actions recommended;

1. East-most tree on West Main Street - Substantial pruning around overhead electrical utilities, this is the wrong tree for the location, and plan for future removal.
2. West tree on West Main Street - Substantial pruning around overhead electrical utilities, this is the wrong tree for the location, and plan for future removal.
3. South end of Webster Street – Removal, potential to cause further damage to adjacent block wall, and impact utility overhead.
4. Webster Street, South of entrance gate – Removal, adjacent block wall cracking, surface roots in yard, possible cause of patio deformation (has been repaired once), potential to cause further damage.
5. Webster Street, North of entrance gate – Removal, high risk of damage to adjacent block wall.
6. North end of Webster Street – Removal within the next ten years. This tree is choking itself and will fail instead of continuing to mature as a healthy, viable tree. Because failure is imminent removal is requested to limit the potential of a wind-fall.

If approved, tree removal will be conducted by County forces.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Allowing these trees to remain could increase the risk of further damage and impacts to the property at 300 North Webster.

**OTHER AGENCY INVOLVEMENT:**

Auditor

**FINANCING:**

**ATTACHMENTS:**

1. 300 Webster Street Retention Assessment



CA LIC #814516

June 24, 2019

Inyo County Public Works  
ATTN: Chris Cash  
168 N Edwards St  
Independence, CA 93526

RE: Assessment of Street Trees located at 300 Webster Independence, Ca

Dear Chris,

On June 18, 2019, I performed a Level 1 visual inspection on six *Liquidambar styraciflua* commonly known liquidambar and sweet gum trees located in the right of way west of 300 Webster Street and south on West Main Street in Independence, California. A Level 1 inspection is a visual inspection comprising a 360-degree viewing of the tree crown, trunk and exposed root flare from the ground. Tools used in this inspection were a tape measure and an inclinometer, 5lb hammer and a spade.

I met with Chris Cash and Gregory Waters; Mr Cash explained that the owner of the property has concerns that the trees are causing property damage. The homeowner was present at the time of our arrival and expressed concerns for the structure of the brick wall and other foundation elements of the property fence, cracking of the concrete patio area and uneven pavers in patio/walkway area north of the gate. Mr. Cash also expressed concern with trees and utility lines on the West Main Street right of way. Mr. Cash has requested recommendation of these for removal or retention.

#### **Species profile and site characteristics**

*L. styraciflua* is considered an attractive and desirable street tree, however it should be planted in areas with plenty of room. Care should be made when choosing *L. styraciflua* as a street tree since its large, aggressive roots may lift curbs and sidewalks. It is recommended that these trees be planted 8 to 10 feet or more from curbs. Under ideal conditions, it is a moderate to rapidly growing tree that can reach 80 to 120 ft in height and 3 to 5 ft in diameter. *L. styraciflua* has a long, straight, buttressed trunk, oblong to pyramidal crown, and a shallow and wide spreading root system. Adequate sunlight is required for sweetgum to reach its potential. Young trees can withstand crowding, however, they become intolerant to competition with increasing age. Stumps sprout prolifically, giving rise to multiple-stem clumps and stands. When stems are killed, weakened or top-cut, numerous root suckers often develop. *L. styraciflua* reaches maturity at 200-300 years.

Due to the species profile of this tree and the site condition, it is my opinion that *L. styraciflua* is not the correct tree for the location. Five of the trees inspected will outgrow the space they occupy in 0 to 10 years, three have been planted under or near utility lines. One tree is planted too close to another tree and is showing decline.

### Site and Damage inspection

Inspection of the wall, fence structures, patio and paver area did not reveal definitive assessment that the trees are actively interfering with the structures. The brick wall along Webster and West Main Street is an aging wall that has construction and maintenance defects. Cracking is visible in the upper brick portion in multiple locations, but it is very limited at the base foundation of the wall. The wall is also not plum in some locations and is missing mortar in various joints, ivy and other growth is growing in some cracks. Cracking of the wall cannot be isolated to root damage. The structural critical root zone<sup>1</sup> of the trees and wall only encroach for two trees, it is possible that damage is being caused or will be caused by these two trees. Hand excavation near the brick wall near a cracked foundation without vegetation grow, by Tree 5 revealed root structures under 1/2" running along the base of wall but not under the wall. This excavation confirming the formula used for the structural critical root zone for the area and affirming that no large roots are currently lifting the wall in that area. The chain-link fence covered with wood slats is anchored with a short stem wall which exhibited very slight raising at one joint.

The concrete patio is sloped as designed with slope from the house and decreasing to the west. It does not show any lifting in a manner consistent with roots encroaching from the west. Cracking of the pad is consistent with what would be expected from a concrete slab installed with minimal expansion joints. The paver patio-walkway was reported to be installed last year by the homeowner, the uneven and sunken pavers are not consistent with root damage for a patio one year old. I did not find evidence of root damage to either patio areas.

### Tree Discussion

Trees are numbered 1-6 starting on the east tree on West Main Street and ending with the North tree on Webster Street.

**Tree 1**, located east on West Main street is a 17.5" dbh *L. styraciflua* is a healthy tree with 50% of the living crown in utility lines. The root ball is normal and some surface roots are present. The structural critical root zone for this tree is 52" from the base of the tree and the brick wall is located at 84". There is no visible damage to the property owners wall. Currently, this tree can be pruned by a competent arborist to retain the shape and health of the tree and remove utility interference. This will be a temporary measure as this is not the right tree to be located under utility lines and will eventually need to be removed to prevent tree-utility interference. Timing of removal should be discussed by the County of Inyo and the utility provider.

**Tree 2**, located west on West Main street is a 14.8" dbh *L. styraciflua* is a healthy tree with 50% of the living crown in utility lines. The root ball is normal, and no surface roots are present. The structural critical root zone for this tree is 44.5" from the base of the tree and the brick wall is located at 84". There is no visible damage to the property owners wall. Currently, this tree can be pruned by a competent arborist to retain the shape and health of the tree and remove utility interference. This will be a temporary measure as this is not the right tree to be located under utility lines and will eventually need to be removed to prevent tree-utility interference. Timing of removal should be determined by the County of Inyo and the utility provider.

**Tree 3**, located on the south end of Webster street is 10.8" dbh *L. styraciflua* with 50% of the crown dead or dying. The tree has been planted to deep and there is no root flare or surface roots are present. The structural critical root zone for this tree is 32" from the base of the tree and the brick wall is located at 55". The property owners wall exhibits cracking however, this wall has other structural defects and damage cannot be determined to be isolated to this tree. At this time, I believe the damage is not being caused by the tree but if this tree was to grow to maturity it would cause further damage. This tree is near utility lines and would eventually need to be removed to prevent tree-



utility interference. Due to the current health of this tree and the other site factors involved, I recommend removal of this tree.

**Tree 4**, located on the south side of the gate on Webster Street is 16.3" dbh *L. styraciflua*, a healthy tree with nice form and structure with normal root flare. Surface roots are present inside the property owner wall. The structural critical root zone for this tree is 50.6" from the base of the tree and the brick wall is located at 53". The property owners wall exhibits cracking however, this wall has other structural defects and damage cannot be determined to be isolated to this tree. However evidence of surface roots inside the yard near this area suggests it is possible that roots are affecting this wall. Although no damage was seen to the patio or walkway area, again the presence of surface roots inside the yard suggest that it is possible for the trees to begin to affect these areas. Due to the species profile, proximity of the structural critical root zone to the wall and surface roots within the yard I recommend the removal of this tree to prevent damage.

**Tree 5**, located on the North side of the gate on Webster Street is 18.5" dbh *L. styraciflua*, a healthy tree with nice form and structure with normal root flare. The structural critical root zone for this tree is 54" from the base of the tree and the brick wall is located at 51". Hand excavation near the crack of this tree is not reveal roots over 1/2" near this wall and the damage is likely not caused by this tree Due to the species profile and overlap of the structural critical root zone to the wall, there is a high risk of future damage to the wall from this tree. I recommend the removal of this tree to prevent damage.

**Tree 6**, located on the north end of Webster Street is 17.8" dbh *L. styraciflua*, a healthy tree with nice form and structure with raised root ball with girdled roots, this tree was planted incorrectly, or the tree was of poor stock from the nursery. The roots of this tree are circling the root ball which is causing the elevated root ball. The roots for this tree are not expanding as they should, and this tree is at risk of root failure and wind throw as it matures. In addition to this risk, as the roots grow and expand, they may begin to squeeze upon each other and cut off water and nutrient to the tree. The structural critical root zone for this tree is 53.5" from the base of the tree and the chain link/ wood panel fence with stem wall is located at 24". The stem wall for the fence does not show cracking but does show minimal raising. The risk for root failure for this tree will increase as it matures. This tree should be removed in the next 10 years.

Please feel free to contact me if have any questions.

Eastern Sierra Tree Service, Inc



Rochelle Hair  
ISA Certified Arborist WE 9413A  
Tree Risk Assessment (TRAQ) Qualified

Attachment: Photos



**References:**

ISA Tree Risk Assessment Manual, Dunster, 2013

ISA Best Management Practices: Tree Risk Assessment, 2nd Ed., 2011

Cornell Horticultural, <http://www.hort.cornell.edu/bjorkman/lab/arboretum/trees/sweetgum.html>, Search 6/24/2019, *Liquidambar styraciflua*

USDA, [https://plants.usda.gov/factsheet/pdf/fs\\_list2.pdf](https://plants.usda.gov/factsheet/pdf/fs_list2.pdf), *Plant Fact Sheet: Liquidambar styraciflua*

USFS Fact Sheet ST-358, Edward F. Gilman and Dennis G. Watson  
[http://hort.ufl.edu/database/documents/pdf/tree\\_fact\\_sheets/liqstya.pdf](http://hort.ufl.edu/database/documents/pdf/tree_fact_sheets/liqstya.pdf)

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<sup>1</sup> Structural Critical Root Zone: A formula to estimate the reach of larger buttress roots of a tree using 3 x diameter of the tree to estimate a high risk of damage from roots. It is common for arborists use a more expansive Critical Root Zone formula of 12 x diameter of the tree trunk when estimating total structural roots and tree protection zones. I have chosen to use a more conservative and narrower range of 3 x diameter. 20 years of working with trees in the Eastern Sierra has shown that the larger zone can be excessive when applying it to building damage and structural requirements due to the porous nature of our soils and the size of the trees in our area. If the more expansive calculation is to be used in our communities, a very large percentage of trees would have cause for removal due to loss of structural roots or result in the inability to build or install roads and sidewalks without disturbing the Critical Root Zone of retained trees. 3 x the diameter of the tree is more in line with the desire to conserve trees and protect property and the area has not experienced any significant tree failure or tree mortality due to a history of close interface of trees near buildings and facilities when using the narrower formulation. The 12 x diameter formula does hold true for potential damage, but the risk and severity of damage beyond 3 x the diameter is much lower in my opinion. I use the term "structural critical root zone" in my reports to delineate the use of the lower calculation value.



**Photos:**  
**Overall site:**



Trees 1 – 2



Trees 3 - 5





**Photos:**  
**Overall site:**



Tree 6



Hand excavation near Tree 5



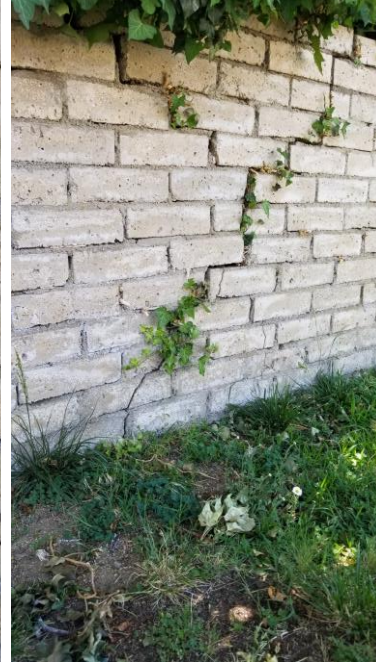
**Photos:**  
**Overall site:**



Near tree 3



Wall not plum/straight along Webster



Near Tree 4



Near Tree 3



**Photos:**  
**Patio condition:**



**Patio and paved patio area**



Expansion crack near chair legs



Pavers in patio/walkway



**Photos:**  
**Tree 1**



**Tree 2**



**Photos:**

**Tree 1-3 utility lines/canopy**



**Tree 3**



Photos:  
Tree 4



Side walk not raised on tree side



Surface root inside yard



Major crack in wall by tree 4



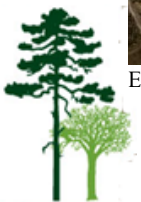
**Photos:**  
**Tree 5**



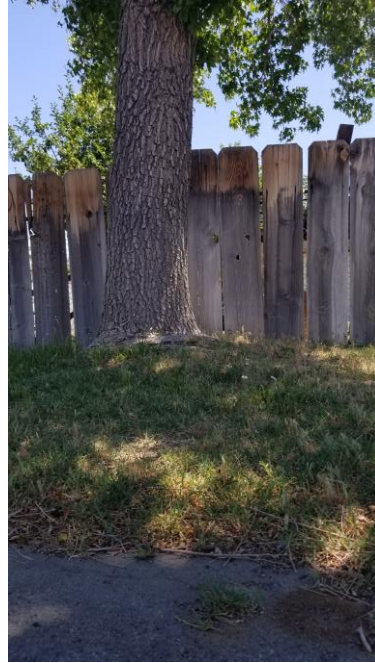
Excavation at crack behind tree 5



Excavation at crack behind tree 5



**Photos:**  
**Tree 6**



Elevated root ball

Stem wall for fence by tree 6

