



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

**NOTICES TO THE PUBLIC: (1)** This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us)

**(2)** In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (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).

### AMENDED

### REGULAR MEETING June 20, 2023

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

#### Start Time

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

#### CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

- 3) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.

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

- 4) **Pledge of Allegiance**
- 5) **Report on Closed Session as Required by Law**
- 6) **Introductions** - The following new employees will be introduced to the Board: Chief Information Officer Noam Shendar, GIS Analyst Grace Hall, and Correctional Officer Alejandro Lopez-Ruiz.
- 7) **Public Comment**  
Comments may be time-limited
- 8) **County Department Reports**

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

- 9) **Film Commissioner Contract Extension for FY 2023-2024**  
County Administrator - Advertising County Resources | Nate Greenberg  
  
**Recommended Action:** Authorize staff to exercise the County's option to extend the current Film Commissioner agreement with Mr. Jesse Steele to June 30, 2024, per paragraph 2.a. of the agreement, and adjust the rate according to paragraph 3.d., pending Board approval of the 2023-2024 budget, and to send Mr. Steele notice of the extension.
- 10) **Amendment No. 3 to Contract with The Ferguson Group**  
County Administrator - Economic Development | Nate Greenberg  
  
**Recommended Action:** Approve Amendment No. 3 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2024 in an amount not to exceed \$101,000, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 11) **CAO as Authorized Representative for Federal Broadband-Related Grants**  
County Administrator | Scott Armstrong  
  
**Recommended Action:** Appoint the County Administrator as the Authorized Representative to facilitate the grant application process for two Federal Broadband-related grant applications: 1) USDA Rural Development (RD) Broadband Technical Assistance (BTA) Grant; and 2) FCC Affordable Connectivity Program (ACP) Outreach Grant, Round 2.

12) **Anne Sippi Clinic Contract Amendment No. 1**

Health & Human Services - Behavioral Health | Marilyn Mann

**Recommended Action:** Approve Amendment No. 1 to the contract between the County of Inyo and Anne Sippi Clinic Treatment Group of Bakersfield, CA, extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

13) **Appointments to the ESAAA Advisory Council**

Health & Human Services - ESAAA | Marilyn Mann

**Recommended Action:** A) Appoint Rebecca J. Manross to the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council to an unexpired two-year term ending December 31, 2023, and B) appoint Joel Ryan to the ESAAA Advisory Council to an unexpired two-year term ending December 31, 2024.

14) **Amendment No. 3 to TeleConnect Therapies Contract**

Health & Human Services - Behavioral Health | Marilyn Mann

**Recommended Action:** Approve Amendment No. 3 to the contract between the County of Inyo and TeleConnect Therapies of Avalon, CA, increasing the contract to an amount not to exceed \$399,040 and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

15) **Addendum to Thomas Milam MD, Inc. d/b/a Iris Telehealth Agreement**

Health & Human Services - Behavioral Health | Marilyn Mann

**Recommended Action:** Approve Addendum to the contract between the County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth of Austin, TX, increasing the contract to an amount not to exceed \$220,000 and extending the term end date from July 1, 2023 to June 30, 2024, contingent upon the Board's approval the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

16) **Anthem HHIP Agreement**

Health & Human Services - Fiscal | Marilyn Mann

**Recommended Action:** Ratify and approve the agreement between the County of Inyo and Blue Cross of California Partnership Plan (Anthem Blue Cross) for the purpose of building partnerships and addressing housing and homelessness on behalf of the Eastern Sierra Continuum of Care, servicing Alpine, Inyo, and Mono counties, in an amount not to exceed \$120,668 for the period of November 1, 2022 to December 31, 2023, contingent upon the Board's approval of the Fiscal Year 2023-24 Budget, and authorize the HHS Director to sign.

17) **California Health and Wellness HHIP Agreement**

Health & Human Services - Fiscal | Marilyn Mann

**Recommended Action:** Ratify and approve the agreement between the County of Inyo and Health Net, LLC and California Health and Wellness Plan for the purpose of building partnerships and addressing housing and homelessness on behalf of the Eastern Sierra Continuum of Care, servicing Alpine, Inyo, and Mono counties, in an amount not to exceed \$78,417 for the period of January 1, 2023 to October 31, 2023, contingent upon the Board's approval of the Fiscal Year 2023-24 Budget, and authorize the HHS Director to sign.

18) **Subaward Agreement with the California Fire Safe Council for \$20,000**

County Administrator - Emergency Services | Kristen Pfeiler

**Recommended Action:** Ratify and approve the subaward agreement with the California Fire Safe Council for \$20,000 to be used for capacity-building, and authorize the Emergency Services Manager to sign.

**REGULAR AGENDA**

19) **Update on the Northern Inyo County Local Hospital District from Chief Financial Officer/Interim Chief Executive Officer Stephen delRossi**

Outside Agency | Stephen delRossi

30 minutes (10min. Presentation / 20min. Discussion)

**Recommended Action:** This is an informational item only.

**ADDITIONAL PUBLIC COMMENT & REPORTS**

20) **Public Comment**

Comments may be time-limited

21) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



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COUNTY ADMINISTRATIVE OFFICER

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## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3834

### Film Commissioner Contract Extension for FY 2023-2024 County Administrator - Advertising County Resources ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Authorize staff to exercise the County's option to extend the current Film Commissioner agreement with Mr. Jesse Steele to June 30, 2024, per paragraph 2.a. of the agreement, and adjust the rate according to paragraph 3.d., pending Board approval of the 2023-2024 budget, and to send Mr. Steele notice of the extension.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board directed the development and issuance of a Request for Proposals for Film Commissioner services in 2022. A contract was offered to and accepted by Mr. Jesse Steele at the end of the RFP process. His initial term was from October 10, 2022 through June 30, 2023. The contract gave the County three options to extend the agreement for additional one-year periods as follows:

- From July 1, 2023 through June 30, 2024 in an amount not exceed \$61,500.
- From July 1, 2024 through June 30, 2025 in an amount not exceed \$61,500.
- From July 1, 2025 through June 30, 2026 in an amount not exceed \$61,500.

Your Board is being asked to authorize staff to exercise the first of the three extension options. If authorization is given, staff will notify Mr. Steele in writing, per the contract.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	011400
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5535
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
There will be approximately \$14,000 left on the FY 22-23 contract.			
<b>Future Fiscal Year Impacts</b>			
TBD based on contract extension/renewal.			
<b>Additional Information</b>			

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

Your Board may decline to approve the extension and direct staff to develop and release a second Request for Proposals. This option is not recommended, as much progress has been made with Mr. Steele in developing a robust Film Commission responsive to both filmmakers and permitting agencies; creating a one-stop shop website and universal online permit; and developing new contacts within the film industry and among other film commissions.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Film Commissioner - Jesse Steele FY 22-23

**APPROVALS:**

Darcy Ellis	Created/Initiated - 6/8/2023
Darcy Ellis	Approved - 6/8/2023
John Vallejo	Approved - 6/12/2023
Amy Shepherd	Approved - 6/12/2023
Meaghan McCamman	Approved - 6/14/2023
Nate Greenberg	Final Approval - 6/15/2023

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JESSE STEELE  
FOR THE PROVISION OF FILM COMMISSIONER SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the film commissioner services of Jesse Steele of Big Pine (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 Nate Greenberg, whose title is: County Administrator. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from October 10, 2022 to June 30, 2023 unless sooner terminated as provided below. In addition, County shall have three options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2023 through June 30, 2024
- b. From July 1, 2024 through June 30, 2025
- c. From July 1, 2025 through June 30, 2026

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

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

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor 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 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  
\$ forty-eight thousand and no/100 Dollars (\$ 48,000.00 ) (initial term);  
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00 ) (option 1);  
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00 ) (option 2);  
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00 ) (option 3); for a total of \$ two hundred thirty-two thousand and five hundred and no/100 Dollars (\$ 232,500.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

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

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be



procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

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

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

## **7. COUNTY PROPERTY.**

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>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Jesse Steele</u>	Name
<u>561 W. Crocker Ave.</u>	Address
<u>Big Pine, CA</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 JESSE STEELE  
FOR THE PROVISION OF FILM COMMISSIONER SERVICES

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

COUNTY OF INYO

CONTRACTOR

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

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

Signature

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

Jesse Steele  
Print or Type Name

Dated: 10-7-22

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE

FOR THE PROVISION OF FILM COMMISSIONER SERVICES

TERM:

FROM: October 10, 2022 TO: June 30, 2023

SCOPE OF WORK:

**Section I. General Duties & Responsibilities**

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for the County to maintain a formal relationship with the California Film Commission and ensure the County's continued participation in the California Film Commission's Film Liaisons In California, Statewide (FLICS) Program.

Film Commissioner duties include, but are not limited to:

- Maintaining a working knowledge of the County and local business and government practices.
- Maintaining a working knowledge of local commercial and non-profit resources available to provide services to film productions.
- Staying informed on production issues in Inyo County communities and conveying this information to producers.
- Serving as an experienced troubleshooter for producers and the communities in which they work.
- Knowing how to secure permission to film on public (USFS, BLM, LADWP, NPS) and private property within the county.
- Being familiar with potential filming locations within the county and associated land tenure and ownership.
- Remaining sensitive to the needs of all communities within the county.
- Developing and maintaining relationships with Inyo County's five sovereign Native American tribes, as well as an understanding of the indigenous history of the area.
- Never soliciting or accepting fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements.
- Adhering to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests.

- Developing, maintaining, and distributing – in print and electronic form – local available crew lists; a local resources database, including photography of locations throughout all regions of the County, in written and electronic form; and a current local production guide in written and electronic form. (This information will be provided to the County and thereafter uploaded to the Film Commission website.)
- Providing film liaison services.
- Providing service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters.
- Acting as a liaison between production companies and all levels of government, including the facilitation of permitting.
- Networking with regional and state organizations related to filming.
- Only using the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain.
- Refraining from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County – including lack of discretion or sharing gossip from shoots or denigrating other productions and individuals.
- Working closely with County staff to ensure adherence to County policies and alignment with County priorities, including regular meetings with County staff and/or Board members to discuss mission, vision, and activities.

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, it is desirable during the course of this contract that the Contractor research and work with County staff, including Public Works, to evaluate the current County permitting system and recommend a more collaborative and streamlined process – possibly with the levying of fees to support the Inyo County Film Commission.

*(The Contractor shall also work with the current Film Commissioner, whose contract expires October 31, 2022, to facilitate a smooth transition and sharing of institutional knowledge, including the transfer of any existing databases.)*

The above-listed general duties will more specifically consist of:

**A. Actively working to attract film production into all areas of Inyo County by:**

- Developing and maintaining content for the Film Commission website.
- Working with County staff to develop a coordinated social media strategy that will increase targeted social media engagement.
- Exploring new branding efforts.
- Publication of filming “success stories” as part of overall marketing efforts.



- Outreach to production companies, influencers, and film students and inviting them to visit Inyo County.
- Working closely with the County's Communications Liaison in release of public information, including proofreading, editing, and general guidance.

*(Travel will be limited the first year of this contract, with the main focus being to build up an online presence and databases for film companies seeking additional information and assistance, and to respond promptly and professionally to any and all requests from production companies to establish the Inyo Film Commission as an invaluable resource that will help companies succeed.)*

**B. Responding to production requests in a timely manner by:**

- Maintaining a voicemail system for the Film Commission and responding to each inquiry within 24 hours of receiving, or – in the event of vacations or other unavailability – arrange to have a proxy call them back.
- Providing prompt and reliable service to productions from the first inquiry to the last day of filming, using discretion and non-disruptive on-set behavior.
- Utilizing trusted, professional contractors in neighboring communities (such as the former Film Commissioner) to respond in person to complaints and/or requests when Contractor is indisposed.

**C. Serving as liaison between film productions and the community by:**

- Keeping up-to-date records and a comprehensive portfolio of all shoots in Inyo to use as reference in future productions.
- Publicizing regular filming updates on social media and the website so residents and visitors are aware of road closures and other issues related to productions.
- Encouraging productions to communicate with residents and businesses in advance of any disruptive filming.
- Regularly updating the County Administrator of work on films in Inyo County.
- Delivering two written and two oral reports annually to the Inyo County Board of Supervisors. (This will require coordination with the Assistant Clerk of the Board to be placed on meeting agendas.)
- Building and maintaining relationships with public lands agencies, private land owners, County and Tribal governments during each film shoot and communicating as necessary any complications or issues.

**D. Completing permits accurately and in a timely fashion by:**

- Leveraging and building on existing working relationships with agency permitting representatives.
- Meeting with permitting agencies on a regular basis to maintain good working relationships, provide/receive updates, and troubleshoot any potential challenges.
- Guiding production companies through the permitting process, to help ensure paperwork and permits are done correctly and all requests by the permitting agency are fulfilled to satisfaction.
- Working with permitting agencies, including Inyo County Public Works, on a standardized permitting system to streamline the process and ensure uniformity

among the agencies. (The end goal should be a single form available on the Film Commission website that satisfies the requirements of all permitting agencies.)

**E. Connecting producers with local assets and locations by:**

- Using personal experience and knowledge to help direct companies to potential locations. (The Contractor may enter into agreements/arrangements independent of this contract with production companies for more comprehensive scouting services.)
- Maintaining a list of location scouts to whom the Contractor will refer film companies.
- Building a regularly updated portfolio of all professionals, possible filming resources, and filming locations throughout the County. (This database will be a living, growing resource.)
- Encouraging residents and business owners – caterers, extras, still photographers, mountain guides, pack stations, ranchers, extreme athletes, seamstresses, etc. – to add themselves to the local filming resource database housed on the Film Commission website. (This will include making sure listings are appropriate and up-to-date.)
- Encouraging the use of local talent and tradesmen – including youth with an interest in various trades and/or the film industry.

**F. Communicating best practices, including Leave No Trace, to productions by:**

- Briefing crews on each production about the principles of “Leave No Trace” as well as any safety concerns for either individuals or the environment.
- Providing pamphlets and sharing other applicable information prior to the start of filming.
- Checking in on shoots as they are progressing to make sure all Inyo County rules and regulations, as well as good stewardship practices, are being followed.
- Reaching out to appropriate County departments to learn about governmental operations, rules, regulations, and practices.
- Making stewardship of Inyo County a top priority, including respecting, honoring, and in some cases protecting its people and lands from potentially negative or hazardous situations.
- Using diplomacy when communicating these practices.

**G. Miscellaneous networking by:**

- Traveling to other Film Commissions to meet and develop relationships with its employees.
- Reaching out to regional and state organizations about filming in Inyo County as well as learning tips and tricks to make Inyo County’s Film Commission more efficient.

## **Section II. Online Marketing**

The Contractor is responsible for content development and management for the official Inyo County Film Commission website.

The Contractor shall also create and maintain County-owned Inyo County Film Commission profiles and accounts on Facebook, Twitter, and Instagram using an Inyo County email account.

With regard to the content posted online, the Contractor must:

- Adhere to the terms of use and codes of conduct established and published by the social media platforms.
- Ensure content is not in conflict with County values and policies.
- Not engage in any argumentative or controversial behavior online while identified as the Inyo Film Commissioner.
- Obtain approval of content from County staff prior to publication online.
- Share all social media account passwords/password updates with County staff.
- Not share these passwords with anyone outside of the organization without permission.
- Relinquish all control of social media accounts and the website at the conclusion of the contract, or at the County's request.

## **Section III. General Marketing**

In addition to the marketing efforts mentioned in Section I, A, the Contractor will be expected to work closely with the Bishop Chamber of Commerce and Visitors Center on promotional efforts, messaging, and branding. The County has entered into a marketing contract with the Chamber, and consistency and following a coherent strategy will be critical.

## **Section IV. Administrative Services**

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing, a physical mailing address or P.O. Box; dedicated voicemail and email account; Film Commission website; and social media accounts on the following platforms: Facebook, Twitter, and Instagram.
3. Arranging for clerical support, and any other personal contract services, that may be necessary to support the duties and responsibilities of the Film Commissioner.
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services.

## **Section V. Reporting**

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain, and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction, and posting to a County website. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.
4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.
5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services.
6. Make at least two (2) Verbal and (4) Written Reports a year: Verbal Reports in April and October; Written Reports in July and January. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to arrange to be placed on the Board of Supervisors' agenda. Written reports must include:
  - A summary of accomplishments and works in progress.

- All production requests and lists of each type of production.
- Identification and itemization of all productions in Inyo County since the previous report.
- Itemization of all local resources used, including hotels, restaurants, and local crew and talent with the estimated value of all.
- Discussion of all marketing done during that quarter as well as copies of all physical properties (fliers, posters, etc.), and links to all new digital materials.
- Copies of current local cast and crew lists as well as production guides, local resource database, and location guide.

Written reports shall include trend data across the year showing growth or reduction in these key performance indicators. During the last year of the Agreement, a Final Written Report shall be prepared and submitted no later than December 1<sup>st</sup>.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

#### **Section VI. Additional Marketing Activities**

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities. Any specific, supplemental marketing activities must be identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services.

Separately compensated marketing activities may include but are not limited to:

- Attending appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.
- Creating pamphlets, fact sheets, flyers, and other printed marketing materials for special events, initiatives, and promotions, in cooperation with the Bishop Chamber of Commerce and Inyo County Communications Liaison.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission website, domain name,

artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE

FOR THE PROVISION OF FILM COMMISSIONER SERVICES

TERM:

FROM: October 10, 2022 TO: June 30, 2023

SCHEDULE OF FEES:

**Section I. General Duties & Responsibilities, Online Marketing, Administrative Services, Reporting**

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Online Marketing, Section III. General Marketing, Section IV. Administrative Services, and Section V. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of:

- \$4,500 for the period of October 10, 2022 through October 31, 2022
- \$4,500 per month for the period of November 1, 2022 through June 30, 2022
- \$4,500 per month for the period July 1, 2023 through June 30, 2024
- \$4,500 per month for the period July 1, 2024 through June 30, 2025
- \$4,500 per month for the period July 1, 2025 through June 30, 2026

The monthly fee is negotiable on renewal of contract beyond initial term.

**Section II. Additional Marketing Activities**

For the specific marketing activities the Contractor is required to perform, and identified in Section VI. Additional Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actual cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner

and show and/or the Association of Film Commissions International (AFCI) Locations Show:

- \$2,500 for the period October 10, 2022 through June 30, 2023
  - \$2,500 for the period July 1, 2023 through June 30, 2024;
  - \$2,500 for the period July 1, 2024 through June 30, 2025
  - \$2,500 for the period July 1, 2025 through June 30, 2026
2. Creating pamphlets, fact sheets, flyers, and other printed marketing materials for special events, initiatives, and promotions, in cooperation with the Bishop Chamber of Commerce and Inyo County Communications Liaison.
- \$500 per fiscal year through June 30, 2026

### **Section III. Travel and Per Diem**

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement.

The Contractor's travel and per diem expense reimbursement shall not exceed:

- \$4,500 for the period October 10, 2022 through June 30, 2023
- \$4,500 for the period July 1, 2023 through June 30, 2024
- \$4,500 for the period July 1, 2024 through June 30, 2025
- \$4,500 for the period July 1, 2025 through June 30, 2026

### **Section IV. Contract Totals**

Total for October 10, 2022 through June 30, 2023: **\$48,000**

- Flat monthly fee (\$4,500 x 9): \$40,500
- Additional Marketing Activities
  - ✓ Industry events: \$2,500
  - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2023 through June 30, 2024: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
  - ✓ Industry events: \$2,500
  - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500



Total for July 1, 2024 through June 30, 2025: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
  - ✓ Industry events: \$2,500
  - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2025 through June 30, 2026: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
  - ✓ Industry events: \$2,500
  - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** JESSE STEELE  
**FOR THE PROVISION OF** FILM COMMISSIONER **SERVICES**

**TERM:**

**FROM:** October 13, 2022 **TO:** June 30, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment C: Insurance Requirements for Services & Projects where a professional license is not required**

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or Medical/Legal)

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability:** ISO Form CG 00 01 covering general liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. *May be waived with signed and dated letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.* See "Other Insurance Provisions" below.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *May be waived with signed and dated letter on Contractor's letterhead certifying that Contractor has no employees.* See "Other Insurance Provisions" below.

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

### **OTHER INSURANCE PROVISIONS**

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

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

**Attachment : Insurance Requirements for Services & Projects  
where a professional license is not required**

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or  
Medical/Legal)

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

**Attachment : Insurance Requirements for Services & Projects  
where a professional license is not required**

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or  
Medical/Legal)

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

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

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

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

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

-end-



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3850

### Amendment No. 3 to Contract with The Ferguson Group County Administrator - Economic Development ACTION REQUIRED

#### ITEM SUBMITTED BY

County Administrator

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Approve Amendment No. 3 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2024 in an amount not to exceed \$101,000, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On June 26, 2018, your Board approved a three-year contract with The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County. The Ferguson Group was one of nine firms submitting proposals to the County in response to a formal Request for Proposals. A review committee comprised of two members of the Board, the Inyo County Public Works Director, Inyo County Counsel, and County Administrator independently reviewed and then met to rank and score each proposal. The Ferguson Group emerged from the process as the highest-ranked respondent.

The original contract, for a total amount not to exceed \$303,000 (\$101,000 per year), expired June 30, 2021 and was extended another year by Amendment No. 1 approved in May 2021. Amendment No. 2 in 2022 extended the contract for yet another year. Included in the contract is a provision that allows the County, in its sole discretion, to annually elect to continue the agreement for another 12 months beyond the original term. The contract also provides the County and The Ferguson Group the option to extend the contract for another five years, at the end of the original 36 months, on terms mutually agreed upon. For now, your Board is asked to extend the contract with The Ferguson Group another 12 months, after which a five-year extension will be considered.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010202
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
There will be almost \$18,000 remaining on the FY 2022-2023 contract.			

<b>Future Fiscal Year Impacts</b>
TBD based on contract extension/renewal.
<b>Additional Information</b>

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

Your Board could choose not to approve the contract amendment, modify the contract amendment, or direct the issuance of another RFP. None of these alternatives are recommended.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

The Ferguson Group engages federal agency officials and staff as well as the County's congressional delegation to obtain funding for priority projects identified by your Board.

**ATTACHMENTS:**

1. Ferguson Group Contract
2. Ferguson Group Contract Amendment 1
3. Ferguson Group Contract Amendment 2
4. Ferguson Group Contract Amendment 3

**APPROVALS:**

Darcy Ellis	Created/Initiated - 6/14/2023
Darcy Ellis	Approved - 6/14/2023
John Vallejo	Approved - 6/15/2023
Amy Shepherd	Approved - 6/15/2023
Nate Greenberg	Final Approval - 6/15/2023

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26<sup>th</sup> day of June 2018 an order was duly made and entered as follows:

*CAO – TFG, LLC  
Federal Advocacy  
Services*

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve a contract between the County of Inyo and The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County, for the period of July 1, 2018 through June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year), subject to the Board's approval of future County budgets, and authorize the County Administrator to sign, contingent on all appropriate signatures being maintained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26<sup>th</sup>  
Day of June, 2018



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisor

A handwritten signature in black ink, appearing to read "Kevin D. Carunchio".

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

<i>Routing</i>
CC Purchasing Personnel Auditor CAO X Other: DATE: June 26, 2018





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

13

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** June 26, 2018

**SUBJECT:** Federal Advocacy Services Contract

**DEPARTMENTAL RECOMMENDATION:**

Request your Board consider a contract between the County of Inyo and The Ferguson Group LLC for the provision Federal Advocacy Services on behalf of the County, for the period of July 1, 2018, June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year) subject to the approval of future County Budgets, and authorize the County Administrator to sign contingent on all signatures being obtained.

**SUMMARY DISCUSSION:**

As reported on June 5<sup>th</sup>, the County issued a Request For Proposal for Federal Advocacy Services focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. The RFP also noted that although not the primary purpose of the engagement, from time-to-time, the Federal Advocacy Services required by the County may extend to policy and regulatory matters. A copy of the RFP (without attachments) is included here.

The RFP resulted in nine (9) proposals being submitted to the County by the June 11<sup>th</sup> deadline. A review committee comprised of two members of your Board (Supervisors Griffiths and Pucci), the Inyo County Public Works Director, Inyo County Counsel, and the Inyo County Administrator independently reviewed each proposal, and met on June 14<sup>th</sup> to score and rank each proposal based on the evaluation criteria and using the evaluation process specified in the RFP.

The Ferguson Group emerged from this process as the highest-ranked respondent, and its proposal (along with the RFP) are incorporated in the scope of work of the contract being presented today for your consideration.

If your board approves the contract, staff will begin to working with TFG to prepare federal funding and legislative priorities for your Board to consider at a meeting with TFG representatives later this summer.

**ALTERNATIVES:**





Your Board could choose not to approve the contract, modify the contract, consider submittals made by other respondents, reject all proposals, or direct that the RFP be reissued. None of these alternatives are recommended.

**OTHER AGENCY INVOLVEMENT:**

If engaged, the federal services advocate will engage federal agency officials and staff, and the County's congressional delegation to obtain funding for priority projects identified by your Board.

**FINANCING:**

Funding for this contract is included in the Fiscal Year 2018- 2019 Preliminary Budget considered by your Board next week, and will need to be provided in future year's budgets.

<b>APPROVALS</b>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date <u>06/14/2018</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>6/19/2018</u> Date 
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved:  Date <u>06-18-2018</u>

**DEPARTMENT HEAD SIGNATURE:**  Date: 06-18-2018  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the federal advocacy services of The Ferguson Group, LLC (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 those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2018 to June 30, 2021, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum of eight thousand (\$8,000) dollars per month for performance of all of the services and completion of all of the work described in Attachment A on a monthly basis.

B. Travel and per diem. Contractor will be reimbursed a maximum of five thousand dollars (\$5,000) per fiscal year for the travel expenses or per diem which Contractor incurs in providing services and work 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 three hundred three thousand dollars (\$303,000) (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 performed by Contractor pursuant to this Agreement. 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, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be

considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

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

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

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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

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

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, 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.

**13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, 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.

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver 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-three (23) below.

**18. CONFIDENTIALITY.**

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996,

and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:



County of Inyo:  
County Administrative Officer  
PO Drawer N,  
Independence, CA 93526

Contractor:  
The Ferguson Group, LLC  
1901 Pennsylvania Avenue, N.W. Suite 700  
Washington D.C. 2006

**26. ENTIRE AGREEMENT.**

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

TERM:

FROM: July 1, 2018 TO: June 30, 2021

SCOPE OF WORK:

**SEE ATTACHED:**

- A. Inyo County Request for Proposals; and
- B. Contractor's Proposal dated June 11, 2018.

In the event of any conflicts between these documents, the order of precedence shall be (1) the express terms of this Agreement, (2) Contractor's June 11, 2018 Proposal, and (3) Inyo County's Request for Proposals.

**A AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
19<sup>th</sup> DAY OF JUNE, 2018.

**COUNTY OF INYO**

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

Dated: 06-26-2018

**CONTRACTOR**

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

Signature

W. ROGER GWINN

Type or Print Name

Dated: JUNE 19, 2018

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

RECEIVED

2018 JUN -8 PM 3:51

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

tfg

Proposal to the  
**County of Inyo, CA  
for Federal  
Advocacy Services**

June 11, 2018

RECEIVED

2018 JUN -8 PM 3: 51

# Proposal to the County of Inyo, California for Federal Advocacy Services

INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

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## Recent Engagements

### Our History

The Ferguson Group LLC (TFG) is a bipartisan government relations consulting firm founded in 1982 in Washington, DC. We provide federal advocacy services to approximately 94 public and private entities in 22 states, including counties, cities, public works agencies, and joint powers authorities. We also advocate on behalf of national organizations focused on federal issues directly impacting local government: the National Association of Towns and Townships, the Manufacturing Alliance of Communities, and the Perfect Storm Communities Coalition.

For 36 years, TFG has represented local communities on federal issues in Washington, DC, where the firm is headquartered. TFG is unique in that, in addition to our main office in Washington, DC, we maintain local and regional offices in key locations to better serve the interests of clients located in those areas, including California. The address and contact information for our main office is:

The Ferguson Group, L.L.C.  
1901 Pennsylvania Avenue, N.W.  
Suite 700  
Washington D.C. 2006  
(202) 331-8500  
[www.thefergusongroup.com](http://www.thefergusongroup.com)

### TFG Focus

TFG provides federal government relations services to forward-thinking local governments seeking to advance or protect their interests at the federal level. We have a demonstrated track record of responding to our clients' needs while also identifying and developing strategies to address emerging issues and opportunities. We focus primarily on issue areas of direct interest to Inyo County, including but not limited to the following:

- Community and economic development.
- Telecommunications and broadband.
- Water and wastewater infrastructure development, planning, funding, and financing.
- Land use issues as impacted by federal policy and permitting.
- Transportation policy and funding, including transit, highway funding, and rail safety.
- Public safety, law enforcement, and fire services.
- Clean Water Act, Endangered Species Act and Safe Drinking Water Act regulations.
- Housing, homelessness, and social services, including veterans' affairs.
- Municipal government finance and revenue protection.

### Commitment to California

It is important to note our Congressional and agency relationships are not limited to offices "inside the Beltway." We work regularly with key officials and staff in Congressional district offices and federal agency staff in local and regional offices. TFG has particularly strong ties to California. Our first clients were in

**The Ferguson Group**  
Advocacy. Consulting. Grants.



June 11, 2018

Mr. Kevin Carunchio  
County of Inyo  
Office of the County Administrator  
P.O. Drawer N  
Independence, CA 93526

Dear Mr. Carunchio:

On behalf of The Ferguson Group, LLC (TFG), I am pleased to submit the enclosed proposal to the County of Inyo, CA for Federal Advocacy Services. Headquartered in Washington, DC, TFG specializes in representing local governments before Congress and the Administration. We pride ourselves on our ability to serve public sector clients of all sizes, which keeps us among the top independent lobbying firms in Washington.

For over 35 years, TFG has been the preeminent provider of federal government relations advocacy to local governments seeking to advance or protect their interests in Washington's complex legislative and regulatory arenas. Our knowledge of Congress and the Administration, and how they can work collaboratively with local governments, provides our clients with a unique strategic advantage that sets them up for success. As the Congressional ban on "earmarks" continues to be enforced, TFG has successfully adapted to changes in the federal budget process and has expanded the grant services we provide our clients. As such, our clients consistently enjoy a positive return on their investment in federal lobbying services.

Most importantly, TFG has particularly strong ties to California. Our first three clients in 1982 were California cities and, over the years, we have developed an unparalleled working knowledge of how to effectively represent California communities in Washington, DC. Our California presence gives us a unique opportunity to engage in unmatched levels of communication and collaboration with the County. Most notably, we have identified Kristi More to serve as the lead lobbyist for Inyo County's team. Her direct and personal knowledge of your history, heritage, and goals will enable her to represent the County in Washington like no other lobbyist could.

I attest to you that the information provided in this proposal is accurate, and that I am authorized to execute binding legal documents on the firm's behalf. TFG is a firm committed to building strong, prosperous communities across the country, and we hope to put our expertise to work for Inyo County. If you have any questions, please do not hesitate to call me directly at (202) 331-8500 or contact me via email at [rgwinn@tfgnet.com](mailto:rgwinn@tfgnet.com). Please note the firm's mailing address on this letterhead. Thank you for the consideration.

Sincerely,

W. Roger Gwinn  
CEO

California and remain clients of the firm today. We have maintained offices in California continuously since 1991, and over the years we have developed an unparalleled working knowledge of the opportunities, challenges, and needs facing California local governments. Our California connections benefit our clients, particularly in recent years, as decision making authority within many relevant federal agencies has been entrusted to local and regional offices of the federal agencies.

## Firm Experience and Client Successes

After representing local communities for 36 years, TFG's list of accomplishments and successes on behalf of our clients is quite extensive. The following examples are provided as case studies for work we have performed over the past five years that is relevant to the County's goals and priorities. We chose to highlight a few examples of our work on economic development, housing, public safety and law enforcement, transportation, and water resources projects, which we believe most directly relate to the goals of Inyo County. Expanded information on additional client successes can be provided upon request.

## Economic Development

TFG has a long history of successfully identifying federal programs and finding creative opportunities to secure funds for community and economic development projects. Almost every aspect of TFG's representation of local governments touches on economic development. From improved transportation and water infrastructure, to downtown revitalization projects, to increased community services and housing options, we have helped bring significant resources to our clients to help them build their local economies.

**Sutter County, California – Stakeholder-Based Economic Development Initiative.** TFG worked with Sutter County staff, the County's elected officials, and the local Economic Development Corporation to launch the SutterForward initiative. SutterForward expands on the Economic and Demographic Analysis Report that TFG provided the County, and incorporates input from stakeholders, local businesses, and citizens into the economic development strategy. As the facilitator of the SutterForward initiative, TFG leads public stakeholder meetings and working groups, and will conduct a Talent Gap Analysis to identify job training and education goals that will help support the current and future workforce in the County. The SutterForward process also analyzes projects identified in the County's General Plan and incorporates them into a strategic federal funding and grants work plan that will help support the economic and workforce goals of the initiative.

**Cumberland County, ME – Food Systems Planning.** Cumberland County secured \$25,000 in FY 2015 planning funds from USDA's Local Food Promotion Program. TFG assisted the County in identifying and scoping a project, as well as drafting and submitting the narrative. The project will produce a food system plan that will examine 15 existing rural food economies, the present state of local agriculture, and current initiatives at the local level. The resulting plan will identify the highest potential opportunities for increasing local food sales.

**Loudoun County, VA – General Services Administration.** Prior to 2007, Loudoun County was included in the Washington, DC per diem non-standard rate area (NSA). The County is now designated as its own NSA with a significantly lower per diem rate. Working with the County and with Congressional support, TFG partnered with the U.S. Department of Transportation, the Metropolitan Washington Airports Authority (MWAA), and the local travel and tourism board to help GSA develop an appeals process for how a particular per diem boundary is set. After significant work with both political and career personnel at GSA, we are awaiting publication of the final rule on such an appeal.



## Housing and Community Development

TFG continues to advocate for federal resources to support housing and community development priorities in local communities, including Section 8 project reserves, Federal Housing Administration loan threshold, and funding for Department of Housing and Urban Development (HUD) programs (i.e. CDBG, McKinney Act and HOME).

**City of Newark, New Jersey – Training and Education Center.** The Newark, NJ Housing Authority approached TFG for assistance in funding the construction of Weequahic Park East Training Recreation Education Center (TREC), a state-of-the-art, 28,000 square foot facility capable of providing space for educational classes, community meetings and fitness activities. TFG helped the Housing Authority draft, edit and apply to the HUD's Capital Fund Education and Training Community Facilities program. The Housing Authority's \$5 million grant was the largest single award provided by this HUD program in recent years.

**City of Oceanside, California – Veterans Housing.** The City of Oceanside, CA sought assistance from TFG to address the specific needs of both homeless and low-income veterans in their community. The veteran population was on the rise and the Oceanside Housing Authority was struggling to provide adequate services to this population. TFG assisted by working with the City and several local organizations to gather data specifically on housing assistance needs for military veterans and their families separating from active duty from the U.S. Marine Corps at Camp Pendleton and/or the U.S. Naval Installation in San Diego. TFG then coordinated a meeting with key officials at HUD, which resulted in identifying additional federal partners to engage and provide details on available federal resources. The City's Housing Authority applied for HUD Veterans Affairs Supportive Housing (VASH) vouchers to distribute to qualified Oceanside-based veterans and was awarded 40 vouchers for the first time. Due to the success of the housing authority's efforts to provide vouchers to the veterans, they were subsequently awarded an additional 45 tenant-based vouchers the following year.

**City of Roseville – Homeless Assistance and Veterans Assistance.** The City of Roseville has undertaken a positive and forward-thinking effort to develop an understanding of regional homelessness to find meaningful ways to address this important issue, especially as it relates to homeless veterans. TFG helped coordinate meetings with top officials at HUD and the Veterans Administration (VA) to discuss Roseville's efforts and to find ways to work with HUD and VA to assist those in need. The City and VA continue to make positive steps forward, including facilitating easier meetings for veterans with caseworkers by providing meeting space at City facilities.

## Public Safety and Social Services

TFG staff are experts in Department of Justice (DOJ) and Department of Homeland Security (DHS) programs, which provide funding for local governments. Our work is focused on assisting our clients in the preparation of grant applications and developing working relationships with key DOJ and DHS officials.

**Charles County, MD – Hiring Funds for Sheriff's Office.** Shortly after being hired by the County in 2016, TFG prepared for the Charles County Sheriff's Office a COPS Hiring grant application. The Sheriff's Office was awarded \$375,000 to hire three Sheriff's deputies. This was the first successful grant application for the Sheriff's Office after numerous attempts.

**Loudoun County, VA – Personal Protective Equipment.** In 2016, the Loudoun County Fire, Rescue and Emergency Management Department received a \$2,000,000 award from the Assistance to Firefighter (AFG)

Grant Program. The award allowed the Department to purchase Self Contained Breathing Apparatus (SCBA) for firefighting personnel. TFG assisted the County throughout the entire grant process.

**City of Fairfield, CA – Retention of Police Officers.** When funding became available through the DOJ's COPS Hiring Program to hire and retain police officers, the Fairfield Police Department had just suffered through a two-year period that saw nearly 18 full-time positions eliminated. TFG worked with the Fairfield Police Department to submit an application to this grant program and gathered political support for the funding request. The Department was awarded \$1.8 million in grant funding, which enabled it to retain five officer positions that were slated to be cut in the upcoming local budget.

## Transportation

TFG has been involved in federal transportation issues since our inception. In fact, our first clients engaged us to specifically address federal and local transportation issues they were facing. TFG has helped our clients secure billions of dollars in federal authorizations, appropriations and grants, and has been involved in every highway authorization bill enacted by Congress.

**El Paso County, CO – TIGER Planning Grant.** TFG helped El Paso County, CO, secure a \$1.2 million TIGER planning grant. TFG professionals worked with the County from the project's inception to application submission to craft a winning application with significant political support. To accommodate Fort Carson's ongoing expansion, El Paso County is working with the U.S. Army to reopen a gate to provide alternate access to the base's military training infrastructure. The roads leading to this gate are in substandard condition and are unable to support expected traffic resulting from the reopened gate. The project will develop conceptual design and preliminary engineering for rehabilitation of the two roads impacted by the reopening. TFG continues to assist El Paso County on the implementation of the TIGER grant project and is working with the County, regional partners, DOT, and the Congressional delegation to position the project for future TIGER funding.

**Butte County Association of Governments, CA – Transit and Maintenance Facility.** TFG helped the Butte County Association of Governments (BCAG) secure one of the largest grants of the fiscal year from the Federal Transit Administration's State of Good Repair grant program. The \$18 million was used to construct the Butte Regional Transit Operations and Maintenance Facility, which allowed BCAG to expand transit operations in the County. TFG assisted BCAG throughout the entire grant application process including advance preparation for the project, generation of political support, draft of the grant application, and final review. The project represented the seventh-largest award in the nation and the highest award for a rural community.

**City of Greenville, NC – New Interstate Designation.** TFG worked with Greenville's Congressional Delegation, the U.S. Department of Transportation, the North Carolina Department of Transportation (NCDOT), and the American Association of State Highway and Transportation Officials (AASHTO) to get a road leading into Greenville designated as a future interstate highway. The City is the largest in the state of North Carolina that does not have direct interstate highway access. We coordinated with all parties to secure a Memorandum of Understanding between NCDOT, the Governor's Office and the Federal Highway Administration that the project will meet interstate standards within 25 years. On a parallel track, Greenville's bipartisan Congressional Delegation introduced a bill that designates the road a future interstate. TFG facilitated this effort using our Congressional, federal agency, AASHTO, and state and local relationships. Future Interstate 587 was approved by then-Transportation Secretary Anthony Foxx on November 21, 2016.

## Water Resources and Infrastructure

TFG has extensive experience with water resources issues, particularly water infrastructure development, planning and implementation, flood control, harbors, ports, environmental restoration, and shore protection. In addition to securing federal funding assistance, TFG's water resources practice provides strategic counsel in the legislative and regulatory arenas.

**San Luis Obispo County, CA – Los Osos Wastewater Facility.** The community of Los Osos is required to improve wastewater facilities to prevent polluted waters from leaching from thousands of private septic systems into Morro Bay National Estuary. The County was originally barred from competing for grant funding under USDA's Rural Utilities Service (RUS) grants and loans because Los Osos exceeded the regulatory population limit. TFG worked with the County to accurately define the area of benefit and worked with the County's Congressional Delegation to secure legislation providing a population limitation waiver to Los Osos. This action allowed the County to compete for USDA funding, resulting in the largest Recovery Act grant and loan provided by RUS. In addition to environmental and water supply benefits, the project provides opportunity for economic development by way of planned and approved build-out of the area served by the project.

**Multiple Clients – Development of WIFIA.** On behalf of our water clients, TFG was active in advocating for legislative language in the Water Resources Reform and Development Act (WRRDA) that created a new Water Infrastructure Finance and Innovation Act (WIFIA). TFG advocated for a program that allowed our clients to participate in financing opportunities that are affordable and fit their needs. We also wanted to ensure that the State Revolving Fund (SRF) programs were not diminished by a new WIFIA program. Innovative financing tools, like WIFIA, will create opportunities for public agencies to save money by providing access to federally-backed, low-cost, long-term financing. The savings to a local government from WIFIA are significant. WIFIA can reduce the annual debt service cost for financing public works water projects by an estimated 20 percent or more compared to traditional municipal financing.

**North Bay Water Reuse Program, CA – Water Reuse Funding.** TFG worked with the North Bay Water Reuse Program, a regional group composed of seven public utility agencies in Napa, Sonoma and Marin Counties, to secure \$3.8 million in federal competitive grant assistance through the Bureau of Reclamation's WaterSMART program. The funds are being used as part of a program to recycle up to 3,757 acre-feet of water per year for beneficial uses in agriculture, irrigation and habitat restoration. In Napa, the funding will help complete a pipeline project that will provide up to 1,000 acre-feet of water per year for irrigation uses and agriculture. The Sonoma County portion of the funding will complete a 3.5-mile pipeline near the Sonoma-Napa County border that will deliver recycled water to help restore 640 acres of former salt ponds. The Salt Marsh project is one of the largest wetland restoration projects in the West.

## City of Los Angeles Work

TFG, nor any of the individuals identified for the Inyo County advocacy team, have ever performed any direct services on behalf of the City of Los Angeles or the Los Angeles Department of Water and Power. In the interest of full disclosure, TFG staff, outside of the Inyo County advocacy team, represent the Southern California Public Power Authority (SCPPA), which is a joint powers agency, representing 11 publically owned electric utilities and one irrigation district – one entity of which is the Los Angeles Department of Water and Power. Our work for SCPPA is solely focused on power-related issues.

# Key Personnel

## Inyo County Advocacy Team

TFG’s approach to staffing is to assemble a team of individuals who, by education, training and professional experience, are best positioned to provide the greatest value to the client. One team member is selected as the client manager and serves as the primary point of contact, oversees distribution of work, and ensures quality work product for the client. TFG’s professional team works closely together and draws from the expertise of other TFG professionals who are not specifically assigned to the client to provide incomparable service to the client.

Understanding the County’s current federal priorities and needs, TFG proposes the following Team for Inyo County. Full resumes can be supplied upon request. In addition to your designated team, the County will have access to all members of TFG’s professional staff. Biographies of all members of the firm can be found on our website at [www.thefergusongroup.com](http://www.thefergusongroup.com).

Team Member	Responsibilities
<b>Kristi More</b> <b>Managing Partner for Strategic Development</b>	Kristi will serve as the team leader and main point of contact to the County.
<b>Roger Gwinn</b> <b>Chief Executive Officer</b>	Roger will assist the County on water and natural resource issues with a specific emphasis on federal funding for water infrastructure.
<b>Jennifer Imo</b> <b>Managing Partner for Client Services</b>	Jennifer will assist the county on transportation issues with a specific emphasis on the Federal Aviation Administration and airport services.
<b>David Hoover</b> <b>Senior Advisor</b>	David will assist the County on all issues related to broadband, communications, and fiber infrastructure and deployment.
<b>Stephanie Missert</b> <b>Senior Associate</b>	Stephanie will assist the Client Manager on all of the County’s priorities with a particular specialty in rural and natural resource issues.
<b>Heidi Schott</b> <b>Senior Associate</b>	Heidi will be responsible for overseeing all grant preparation, development, and submission for the County. She will also support the County on economic development initiatives.



## Kristi More

### Managing Partner for Strategic Development

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Kristi More joined TFG in 2000 and specializes in transportation, water, economic and rural development, agricultural, and federal funding for local governments. She is a former staff assistant for a California state representative; intern for the District of Columbia Office of the Corporation Counsel, concentrating on legal and legislative issues concerning the abuse and neglect of children and the elderly; and intern for the California Cattlemen's Association, focusing on land, water, and air quality concerns surrounding the beef industry.

Kristi is based in TFG's Northern California office and primarily works on behalf of local governments and public agencies in the Western United States. Since joining TFG, Kristi has concentrated on expanding the firm's services to small, rural areas. Born and raised in a small, rural county in California (population 20,000) that is abundant in natural resources and federal lands, Kristi understands the delicate balance rural counties face when trying to address the needs of their citizens. Kristi has worked to develop working relationships between Congress, federal agencies, and her rural clients. These relationships have benefited rural communities through direct appropriations and authorizations, as well as contributed to the Congressional offices gaining a better understanding of the unique problems and needs of rural America. Kristi also serves as the Federal Director of the TFG-managed Agricultural Floodplain Management Alliance, an organization of local governments, organizations, farmers, and businesses focused on preserving the agricultural industry in the nation's floodplain.

Her representation of rural counties has resulted in almost \$120 million in federal funding, authorizations, and loan authority for projects related to 911 Dispatch Centers, local library upgrades, sewer and storm drain rehabilitation, economic development, drug-endangered children programs, local and regional transportation infrastructure, drinking and waste water treatment, and regional interoperable communications.

Kristi received her B.A. in Political Science from the University of California at Davis. Kristi also serves on TFG's Management Committee as the Managing Partner of Strategic Development.



## Roger Gwinn

### Chief Executive Officer

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Roger Gwinn, TFG's CEO, oversees the management of the firm and overall operations, including the delivery of client services and the development of new offerings to address the evolving needs of clients. Roger represents public agency and private interests specializing in energy, water and environmental policy issues, water resources, community development, and technology. A nationally-recognized water infrastructure expert, Roger is known for creating and executing innovative and successful strategies to meet the challenging and complex needs of clients.

Recognized by Influence Magazine as one of Washington's six "Top Gun" appropriations lobbyists, Roger joined TFG in 1993. Roger spent 15 years on Capitol Hill, serving two members of Congress and as an associate staff member on the House Committee on Appropriations.

Roger leads the firm's representation of large-scale, regional water resources, environmental protection and economic development initiatives. Roger helped launch federal efforts to support restoration and protection of the Puget Sound and, ultimately, the Pacific Coastal Salmon Recovery Fund, which has steered just under \$1

billion to this multi-state ecosystem restoration effort since FY 2000. He has worked with dozens of communities nationwide to help them secure hundreds of millions of dollars in federal funds for storm water, wastewater and drinking water system improvements. For example, he helped one rural community secure more than \$80 million in federal assistance to help defray the local construction costs of a new regional drinking water facility. In addition, Roger has led the firm's representation of regional scale water reuse projects, including one where seven public agencies in three counties are collaborating on a comprehensive regional water reuse program to help address water quality concerns and the water supply needs of agriculture, urban areas and the environment.

A long-time advocate of federal support for low-cost, long-term financing for water, wastewater and storm water infrastructure projects, such as the financing that has been provided in the recently proposed Water Infrastructure Finance Innovation Act (WIFIA), Roger leads TFG's efforts to improve existing policies and enact new legislation to broaden access to federal grants and create new financing options to help deal with the complex water challenges of today and tomorrow.

Roger was a member of the inaugural class of the Stennis Congressional Staff Fellows Program. He is among the founders of *eCivis*, the nation's leader in online grants information and grants management for local governments. Roger earned his B.A. in Political Science from North Carolina State University.



## Jennifer Imo

Managing Partner for Client Services

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Jennifer Imo, a partner at TFG and member of the firm's management committee, represents municipal governments with a focus on community and economic development, transportation, public works, criminal justice, and public safety. In addition, she serves as the Federal Director of the National Association of Towns and Townships, a local government advocacy group that represents the interests of nearly 10,000 towns and townships across the country. In April 2011, TFG launched the General Aviation Airport Coalition, a national coalition of general aviation airports, and Jennifer serves as the organization's Executive Director.

Jennifer provides strategic consulting and federal advocacy services for her clients, helping them find innovative ways to address local issues and fund local priority projects. As a result of her successful strategizing and strong relationships with Congressional offices, Jennifer's clients have secured more than \$100 million in federal appropriations, authorizations and competitive grants in the 12-plus years she has been with TFG.

Additionally, Jennifer fosters productive relationships between her clients and various federal agencies. On behalf of the National Association of Towns and Townships, she led an effort to secure bipartisan Congressional and administrative support for an initiative that repealed a costly unfunded mandate on state and local governments related to road sign replacement. In addition, she facilitated a working relationship between the Department of Labor's Employment and Training Administration and a local government to develop a program for displaced workers who lost their jobs in furniture and textile plant closings. She also negotiated an agreement between the Federal Transit Administration and a community that enabled county leaders to spend Congressionally-appropriated funds immediately instead of having to wait for the lengthy disbursement process, ensuring that an important project was not delayed.

Jennifer lobbies Congress on a variety of legislative issues of interest to local authorities. She works closely with groups like the National Association of Counties and the National League of Cities to affect legislation that touches many aspects of local government. She has spoken at numerous conferences and webinars on a variety of local issues, focusing primarily on helping communities access federal support for local priorities and initiatives.

She earned her B.A. in Political Science and Psychology from the University of North Carolina at Chapel Hill, and her J.D. from Wake Forest University.



## David Hoover

### Senior Advisor

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David Hoover is a Senior Advisor at The Ferguson Group, providing strategic counsel on technology and telecommunications policy issues. Hoover is an accomplished government relations and public policy executive with more than 20 years of experience leading advocacy campaigns, conducting research, analyzing federal policies, and building relationships with members of Congress, federal agencies, industry and public interest groups.

Prior to joining TFG, David served as vice president of legislative affairs at NTCA-The Rural Broadband Association, where he planned and implemented federal legislative strategy on behalf of the association's more than 800 independent, community-based telecommunications companies. Previously, David was director of government affairs at CTIA-The Wireless Association, where he lobbied on a variety of issues including spectrum, taxes, telehealth, and universal service. He also served as policy director for the trade group.

Earlier in his career, David was director of research at NCTA – The Internet & Television Association and also covered the telecom and media industries as an analyst with The Precursor Group®, Legg Mason and the Schwab Washington Research Group.

David earned a Master of Arts in Telecommunications from Michigan State University's College of Communications Arts and Sciences and a Bachelor of Science in Journalism from Ohio University's E.W. Scripps School of Journalism.



## Stephanie Missert

### Senior Associate and Manager of Policy and Regulatory Affairs

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Stephanie Missert is a Senior Associate and Manager of Policy and Regulatory Affairs at TFG. She serves as a federal legislative analyst and advocate for the firm, specializing in federal funding, policy and regulations for public, private and nonprofit clients.

Stephanie concentrates on the identification of federal, state and foundation water resources funding opportunities, and is dedicated to ensuring local resources are used effectively to achieve local priorities. She is also one of the firm's experts in national flood policy and legislation. Stephanie has worked with TFG's Grants Team to apply for and secure federal grants through the US Department of Homeland Security, US Department of Justice, US Department of Agriculture, US Department of Transportation, US Department of

the Interior, and US Environmental Protection Agency. Stephanie worked with TFG's Grants Practice to develop the TFG Grant Funding Guide, a report TFG provides to clients which evaluates potential funding opportunities for identified projects. Finally, Stephanie serves as the intern coordinator for the firm.

Prior to joining TFG, Stephanie worked for United States Senator Kirsten Gillibrand in the western New York regional office. Stephanie graduated magna cum laude from Niagara University with her B.A. in History and Minor in Economics, focusing on late 20th century American domestic and foreign policy. She is a member of Phi Alpha Theta, the National History Honor Society.



## Heidi Schott

Senior Associate and Manager of Grant Services

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Heidi Schott is an integral part of the TFG's Grants Team. She specializes in grants services for public agencies and nonprofit organizations on a wide variety of funding and program operations. She undertakes complex policy and research analysis on housing, public safety, economic and workforce development, education, transportation, environment and water resources issues. She has been successful leading, developing, advising on and writing competitive grant proposals since joining the firm. She also has experience administering HUD entitlement programs, having drafted Consolidated Plans, Annual Action Plans, Environmental Record Reviews, and Analysis of Impediments to Fair Housing reports for clients.

Heidi's grant experience is significant, having successfully secured funding from DOT, DOJ, HUD, DHS, USDA, and EPA. In 2016, she assisted clients to secure approximately \$11 million in grants and loans. Some of her 2016 accomplishments include a \$2 million FEMA Assistance to Firefighters Grant for Loudoun County, VA; a \$999,600 DOJ Body-Worn Camera grant for Los Angeles County, CA; a \$222,663 USDA Farmers Market Promotion Program grant for College Park, GA and a \$250,000 USDA Rural Community Development Initiatives grant for Southeast Rural Community Assistance Project. Her success in 2015 includes a \$3.7 million in HUD Lead Hazard Reduction Demonstration Grant for the City of Harrisburg, PA, as well as a \$375,000 DOJ COPS Hiring Program Grant for the City of Woodland, CA. Also in 2015, Heidi wrote and secured a \$25,000 USDA Local Food Promotion Program Grant and \$438,001 in DOJ Grants to Encourage Arrest Policies and Enforcement of Protection Orders for Cumberland County, ME, and a \$238,435 in FEMA Assistance to Firefighters grant for the Town of Buxton, ME. In 2014, Heidi won over \$14 million in USDA funding for our client, the North Carolina Electric Membership Corporation, and a \$250,000 grant for the Midway City Sanitation District for Air Quality Improvement. Additionally, in 2014, Heidi wrote and won a \$1.2 million TIGER planning grant for El Paso County, CO; a \$572,524 Department of Justice (DOJ) Second Chance Act Grant, and a \$97,000 USDA Local Food Promotion Grant for Cumberland County, ME.

Heidi received her B.A. in European History from the University of Victoria and her Masters in Public Administration, with a concentration in Public Management and Economic Analysis, from George Washington University.



# Work Plan

## TFG’s Approach

TFG has reviewed the Scope of Work included in the RFP and will perform all tasks identified if selected to represent the County. To provide further detail, the following diagram provides a general overview of TFG’s approach to developing a client’s federal advocacy strategy, which is centered on three activity areas: Agenda Development, Advocacy and Communications. A summary of the tasks identified in the diagram follows.



## Federal Agenda Development

**Conduct Strategic Assessment of Opportunities.** TFG will meet with County officials to learn about your priorities and help you define the County’s desired federal goals and objectives. This will allow us to develop an in-depth understanding about priority projects, and to meet with local leadership, staff and partners, as determined by the County. We explore all aspects of the County’s priorities to ensure that you are positioned to take advantage of all opportunities, and that you are aware of any potential threats to your interests.

**Develop Federal Agenda and Strategy.** TFG will develop a Federal Agenda that outlines the County’s federal priorities, as well as the strategy to advance those priorities. Once approved by the County, the Federal Agenda serves as TFG’s work plan, but remains flexible enough to be revised and improved upon, as needed. Making timely adjustments keeps the Federal Agenda current and enables the County to take advantage of new opportunities and to better manage any new challenges that arise. The Federal Agenda is reviewed and revised annually, if necessary, in preparation for the next session of Congress.

## Advocacy

**Preparing for Meetings in Washington, DC.** TFG will work with the County to prepare the materials needed to advance your Federal Agenda, and successfully advocate the County's priorities. Developing persuasive, easy-to-understand messages that promote a well-articulated Federal Agenda are critical to achieving results.

**Effective Bipartisan Advocacy.** TFG strongly believes in a bipartisan approach to federal advocacy – most community needs and issues are not partisan. This approach has enabled our firm and our clients to smoothly transition into working with whichever party holds the majority. It also enables us to work cooperatively within a state's Congressional delegation, which is often bipartisan – like the California delegation.

**Legislative and Regulatory Services.** TFG will shepherd the County's legislative priorities through the entire legislative process, including bill introduction, when applicable, committee hearings, markups, and votes. We will ensure that you push your legislative priorities at the critical time. In Washington, DC, timing often marks the difference between achievable results and a missed opportunity. This process is particularly important when trying to include local priorities in the federal budget or to avoid cuts to critical federal programs. TFG consistently monitors legislative and regulatory action that can be either beneficial or harmful to our clients' priorities. We help our clients engage directly in the legislative and regulatory processes to ensure their support and/or concerns are known.

**Enhance Relationships.** Our team has working relationships with Inyo County's Congressional Delegation. We also have productive working relationships with key Congressional committee chairmen and staff; Administration officials within the Executive Office of the President; and key appointed officials and civil servants within the federal agencies. Additionally, we have existing relationships with stakeholder groups, trade associations and issue-oriented coalitions including, the National Association of Counties (NACo), U.S. Conference of Mayors, National League of Cities, and the American Public Transportation Association. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills, and competitive grant applications. By leveraging our contacts, we will enhance the County's existing relationships. In addition, by maintaining regular contact with the County's Congressional Delegation, we will keep them abreast of your priorities and when new issues arise during the legislative year. Just as we assist the County in promoting your priorities, TFG assists federal officials and their staff in identifying and undertaking activities to achieve the County's goals and objectives, being sure to reserve credit for the elected officials where it is due.

In addition, through our representation of the National Association of Towns and Townships, TFG has developed close working relationships with coalitions and organizations focused on rural communities. Those groups include the Campaign for a Renewed Rural Development, run out of NACo, and the REBUILD RURAL coalition, run out of the Farm Credit Council. TFG will utilize the connections we maintain with these groups to enhance our representation of the County on its rural issues. We will also work to help build relationships between these groups and the County.

**Schedule Washington, DC Meetings.** TFG practices a cooperative team approach in which the County is an integral part of the education and advocacy process in Washington, DC. We are committed to helping you become your own best advocate and will work closely with you to identify the best timing, audience and message when you are in Washington, DC. TFG encourages our clients to make at least one trip to Washington, DC to meet with their Congressional delegations and relevant federal agencies, and sometimes an additional trip is warranted depending on the progress of an issue and/or project.

TFG's team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness during advocacy meetings and otherwise. Knowing how to deliver the right message to the right people is essential to successful advocacy and a cornerstone of TFG's clients' success.

TFG will make all arrangements for the most effective use of your time, resources and effort. We will coordinate meetings with Members of the Inyo County Congressional Delegation, other targeted Members, Congressional and committee leadership, and key federal agencies where it is important to raise the County's profile and to advocate effectively for the goals and objectives in the Federal Agenda. We personally guide you through these visits in Washington, DC, assist with related logistics, and provide all the necessary follow-up.

As noted previously, our California presence also allows us to schedule and attend meetings with key federal agency officials and staff as well as Congressional offices in local and regional offices in California and the West. This allows our clients to utilize all avenues and all contacts to reach their goals locally, regionally, and nationally.

## Communications

Regular and efficient communication is essential to successful working relationships with our clients. We provide regular status reports, including monthly and year-end reports, to the County to review the status of each priority project and issue on the County's federal agenda. Based on your needs and availability, we can also convene regularly scheduled conference calls. Personalized reports to our clients include grant summaries and profiles that provide tips on how to be successful; topic-specific funding guides that review available grant and loan opportunities; legislative trackers that review pending bills related to a certain topic; and policy issue briefs that provide historical background and new developments on regulatory and administrative issues.

In addition to more personalized updates from your advocacy team, the County will benefit from the following communications: every Monday, TFG releases a Weekly Legislative Update and a Water and Natural Resources Update that provide a brief synopsis of relevant action that occurred the week before, as well as an outlook of what to expect from Congress and/or the Administration in the coming week. These outlooks include information on Congressional committee meetings and hearings. On Fridays, TFG provides a list of grant solicitations that were published that week, and we distribute quarterly grants reports that announce upcoming grant opportunities. TFG also develops comprehensive reports on major events coming out of Washington. For example, over the last several months, TFG prepared special reports for our clients on pending legislative matters after the Thanksgiving break, the release of the President's FY 2019 budget request, the announcement of the White House infrastructure plan, and the recent passage of the FY 2018 omnibus appropriations bills. We tailor these reports to focus on specific issues and areas of importance to local governments.

TFG periodically holds webinars on a variety of legislative issues that are important to our municipal clients, such as: transportation, sustainability, public safety, and housing. We also hold webinars on specific federal funding opportunities to help clients understand and navigate the parameters of major federal grant programs. These webinars feature TFG subject-matter experts, but also regularly include federal officials and other key experts, who provide insight into federal programs and strategies for increasing the competitiveness of client applications. Webinars are provided at no cost to TFG clients and all webinars are recorded and made available to clients after they are conducted, so that clients may circulate the presentations to colleagues.

## Examples of Client Communications

The following snapshots are provided as examples of our weekly client communications. Additional samples of specific client work can be provided upon request.



### Weekly Legislative Update March 19, 2018

#### Congressional Outlook

The House and Senate are in session this week. The House will consider [11 bills](#) under suspension of the rules, including the Strengthening Local Transportation Security Capabilities Act (H.R. 5089), which would reduce emergency response times by putting more federal law enforcement officers and resources near high-risk surface transportation assets. For the remainder of the week, the House will vote on the Alleviating Stress Test Burdens to Help Investors Act (H.R. 4506), which exempts non-bank financial institutions that are not under supervision by the Federal Reserve from the Dodd-Frank Act's stress testing requirements; the Trickett Wendler, Frank Mongiello, Jordan McLinn, and Matthew Bellina Right to Try Act of 2018 (H.R. 5247), which would improve access to experimental treatments for patients with terminal diseases or conditions; and the Financial Stability Oversight Council Improvement Act of 2017 (H.R. 4061), which amends the Dodd-Frank Act to require the Financial Stability Oversight Council (FSOC), when determining whether to subject a U.S. or a foreign nonbank financial cc Reserve, to consider the appropriateness of imposing height to other forms of regulation to mitigate identified risks to U

The Senate will vote on the nomination of Kevin McAleenan and Border Protection. The Senate will also vote on the Alk Sex Trafficking Act of 2017 (H.R. 1885), which proposes providing new tools to law enforcement to prosecute crim advertisements for prostitution and solicitation of victims of vofa on a resolution (S.J. Res. 54) directing the removal hostilities in Yemen that have not been authorized by Con War Powers Act.

House and Senate negotiators are still trying to complete trillion spending measure to fund the federal government for stopgap spending bill runs through Friday, March 23, giving a bill. Negotiators are trying to resolve disputes over va agreement on the bill. House leaders may release the text Monday night, with a vote by Wednesday, with Senate con

On Monday, President Trump will travel to New Hampst epidemic at Manchester Community College. On Tuesday Prince Mohammed bin Salman at the White House.

#### Week in Review

##### Cabinet Secretaries Testify to Senate Committee to Sell Infrastructure Plan

On March 14, five Trump Administration secretaries testified before the Senate Commerce, Science and Transportation Committee to defend and sell President Trump's [infrastructure plan](#), which was released in early February. The hearing, which aimed to examine the various infrastructure policy reforms proposed by the Administration, featured Transportation Secretary Elaine Chao, Commerce Secretary Wilbur Ross, Labor Secretary Alexander Acosta, Agriculture Secretary Sonny Perdue, and Energy Secretary Rick Perry. The biggest issue discussed at the hearing was how to pay for the proposal, which the White House has yet to officially comment on. After the hearing, Committee Chairman John Thune (R-SD) told reporters, "There are some other offsets that we could come up with to put together a decent package, but to get the big really robust package the president's talking about, we have to come up with a significant source of revenues...And so far those haven't been identified." [Read more...](#)

##### Farm Bill Talks Stalled in the House

The farm bill is up for reauthorization in 2018, and consideration of both bills has generally been on track, with both committees planning to markup legislation in March or April. However, last week consideration ran into a snag in the House after Democrats opposed possible cuts to the food stamps program, also known as SNAP. Representative Collin Peterson (D-MN), the House Agriculture Committee's top Democrat, said Thursday that he would heed his colleagues' request that he stop negotiations until Chairman Michael Conaway (R-TX) gives members the text of the proposed farm bill, along with cost estimates and impact assessments. The Chairman originally hoped to release the farm bill text in preparation for markup the week of March 12 or March 19.

The Chairman could move the legislation out of committee without help from Democrats, but that could make it more difficult to win support from the Democratic Caucus on the House floor. If there were any conservatives that were not supportive of the legislation, Chairman Conaway would need some Democratic votes to avoid defeat on the House floor. [Read more...](#)

##### House Passes Secure Our Schools Program Reauthorization

On March 14, the House passed the Student, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 ([H.R. 4909](#)) by a vote of [407-10](#). The bill would reauthorize DOJ's Secure Our Schools program at \$75 million annually for FYs 2019-2028. There is also a [version](#) of the STOP School Violence Act in the Senate. The two bills are roughly similar but are not the same: the Senate STOP Act would authorize more grant funding, for example. [Read more...](#)

##### Senate Passes Dodd-Frank Reform Bill

On March 14, the Senate passed the Economic Growth, Regulatory Relief, and Consumer Protection Act ([S. 2155](#)) by a vote of [67-31](#). The bill would roll back several Dodd-Frank Act regulations for small and medium-sized banks. The bill also includes the Municipal Finance Support

**TFG Grants Update**  
 March 23, 2018



**New Grant Opportunities  
 Announced**

**Grants by Agency**

[Department of Interior](#)  
[Department of Justice](#)

*The TFG Grants Update highlights all federal and foundation grants of interest to a local government that have been announced in the current week. For additional information about any grants you see in this email, please contact your client manager, or*

*Karl Kalbacher, P.G.  
 Director of Environment,  
 Economics & Grant  
 Services, [via email](#)  
 or at (202) 331-8500*

**The Ferguson Group**  
 1901 Pennsylvania Ave. NW  
 Suite 700  
 Washington, DC 20006  
 202-331-8500



**Department of Interior**

**FY 2018 WaterSMART Grants Program: Water and Energy Efficiency Grants** - The purpose of this program is to support projects that result in quantifiable and sustained water savings. Projects supported through this program will conserve and use water more efficiently, increase the production of hydropower, mitigate conflict risk in areas at a high risk of future water conflict, enable farmers to make additional on-farm improvements in the future, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by May 10, 2018. [Click here](#) for more information.

**FY 2018 WaterSMART Grants: Small-Scale Water Efficiency Projects** - The purpose of this program is to support small-scale on-the-ground water efficiency projects that seek to implement work identified through previous planning efforts. Projects supported through this program will conserve and use water more efficiently, mitigate conflict risk in areas at a high risk of future water conflict, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority.

**FY 2018 WaterSMART Grants Program: Water Marketing Strategy Grants** - The purpose of this program is to proactively address water supply reliability and increase water management flexibility by supporting the development of water marketing strategies that will establish or expand water markets or water marketing activities between willing participants. Water markets between willing buyers and sellers can be used to help water users meet demands efficiently in times of shortage, thereby helping to prevent water conflicts. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by July 17, 2018. [Click here](#) for more information.

**Department of Justice**

**FY 2018 Specialized Services and Mentoring for Child and Youth Victims of Sex Trafficking** - The purpose of this program is to support efforts to provide mentoring services for children and youth who are victims of commercial sexual exploitation and domestic sex trafficking (CSE/DST). Projects will prevent further victimization of children through mentoring, support services, and community awareness activities. Projects must provide direct service to youth up to the age of 18. Eligible applicants include State, local and Tribal governments, academic institutions, non-profit organizations and for-profit organizations. Applications must be submitted by May 15, 2018. [Click here](#) for more information.

**FY 2018 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative** - The purpose of this program is to encourage local jurisdictions to work with their Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) partners to utilize intelligence, technology, and community engagement to swiftly identify firearms used unlawfully and their sources, and effectively prosecute perpetrators engaged in violent



Special Report

**Highlights of the  
FY 2018 Omnibus  
Appropriations  
Package**

March 23, 2018

Highlights of the FY 2018 Omnibus Appropriations Package



**Introduction**

On March 21, 2018, Congress released the 2,282-page [bill](#) of the \$1.3 billion fiscal year (FY) 2018 omnibus appropriations bill, the *Consolidated Appropriations Act, 2018*. The omnibus will fund the federal government for the remainder of FY 2018 (through September 30, 2018). Explanatory Statements for each division of the bill are available [here](#).

The current Continuing Resolution (CR) funding the government expires on Friday, March 23. The House swiftly passed the bill on March 22 just hours after the bill text was released by a vote of 236-167. The Senate passed the bill in the early morning hours of March 23 by a vote of 62-32. President Trump briefly threatened to veto the bill because it does not address the Defense Action for Childhood Arrivals (DACA) issue or provide enough funding for the Southwest border wall. However, he ultimately decided to sign the bill, warning Congress during a news conference that he would never sign a bill like this again. He also called on Congress to show him five-item veto power for future spending bills.

Overall, the omnibus adheres to the recently enacted budget caps agreement, providing an additional \$80 billion for defense and \$83 billion for non-defense spending. The increase in defense spending is the largest year-to-year increase since the beginning of the War on Terror. Most of the increases in domestic spending are directed towards programs to fight the opioid epidemic for homeland security, and for infrastructure. The bill includes nearly \$4 billion in resources to combat the opioid crisis by investing in treatment, prevention and law enforcement programs. Congress also provided over \$1.3 billion to support the President's request for funding for a physical barrier and associated technology along the Southwest border. Regarding infrastructure, the bill provides an influx of approximately \$21 billion for a variety of infrastructure programs, including programs to build and improve transportation, water, cyber and energy infrastructure.

Summaries of each division of the omnibus are provided in this memo, which was assembled in part with information provided by the House and Senate Appropriations Committees.



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## Grant Services

As part of the Federal Agenda and strategy, there likely will be a significant grants component. TFG's Grants Office will support the team representing Inyo County to ensure all relevant competitive grant opportunities are explored. As previously mentioned, the County will receive a weekly list of newly published federal competitive grant solicitations and a quarterly outlook to give you enough time to prepare for upcoming grant opportunities. TFG's team provides the following key competitive grant services:

**Opportunities Analysis.** TFG provides a comprehensive approach to developing project priorities and identifies the best funding opportunities for those projects. We provide a full report of funding options and a recommended action plan that will improve award rates.

**Project Evaluation.** The project evaluation focuses on identifying funding opportunities for your specific projects. TFG will provide a list of funding opportunities along with recommendations about the best approach based on the project.

**Strategic Advice.** Once an opportunity is identified and you decide to move forward, we guide you in positioning the application for success. Central to our success is knowledge of the underlying program authorizing legislation and priorities of the grant-making agency.

**Inside Track.** We help put you face-to-face with program officers and decision makers within funding agencies. TFG gives our clients a competitive advantage: we pitch your projects while developing relationships with key agency officials and staff while gaining valuable insight on agency priorities related to specific grant opportunities.

## Approach and Likelihood of Success

TFG thoroughly reviewed the issues and priorities outlined in the RFP, as well as the history of Inyo County. Please note that TFG has experience working on projects similar to every one of the projects identified on the list of Current Funding Needs in Section III of the RFP. As requested, we are outlining our recommended approach for two of these projects, including the Final Mile Fiber Optics project and the Water Systems project.

Managing expectations is a very important part of our client representation. We approach every project/issue with the expectation that it will succeed, but do not like to predict the likelihood of success. There certainly have been occasions where our clients have not succeeded in attaining a project or issue goal. We don't stop there, but find out what we could have done to be successful and make the necessary adjustments to ultimately achieve the best result for our clients.

### Final Mile Fiber Optics

Working in conjunction with the County and interested stakeholders, TFG will plan to review, apply and advocate for both grant, loan, and loan-guarantee opportunities at both the federal and state level that fund "final mile" broadband planning, deployment, and adoption in the County. TFG staff has a lengthy history of demonstrated expertise and success in applying for these funds, as well as established relationships with the administrators and staff of these programs, especially within the U.S. Department of Agriculture (USDA), the U.S. Department of Commerce, and the Federal Communications Commission. TFG staff will work with

representatives from municipal government, tribal authorities, and broadband providers in the County to create a cohesive strategy that ultimately identifies the funding options that are best-suited for these local entities, create the most benefit for the region, and have the greatest likelihood of success.

**Possible Sources of Funding.** TFG specifically recommends these four federal programs for funding broadband deployment in the County. Two lending programs within the USDA Rural Utilities Service (RUS) – the Telecommunications Infrastructure Loans and Guaranteed Loans and Broadband Loans and Guaranteed Loans – support the construction, maintenance, improvement, and expansion of telephone service and broadband in rural areas or towns with a population of 5,000 or fewer. Eligible applicants include most entities that provide telecommunications in these qualified rural areas. Funding is available in the form of cost-of-money loans, guaranteed loans, and hardship loans. Of worthy note, RUS has the discretionary authority to apply provisions of the Substantially Underserved Trust Area (SUTA) statute to both programs. Those provisions include: offering interest rates as low as 2%, waiving non-duplication requirements, waiving matching or credit support requirements, extending repayment terms, and giving eligible applications the highest funding priority. SUTA was implemented to assist tribal governments with their infrastructure needs. However, non-tribal applicants can also request SUTA consideration.

Community Connect Grants provide financial assistance to eligible applicants in the provisioning of broadband service to all premises in currently unserved, lower-income, and extremely rural areas. Grant funds may be used to finance the construction, acquisition, or leasing of facilities, including spectrum, land or buildings to deploy service to all participating critical community facilities and all required facilities needed to offer such service to all residential and business customers located within the proposed funded service area. The application window for 2018 has closed, but opportunities to apply occur annually, usually during the second quarter, and we can work with the County to be prepared for the next solicitation. An estimated 15 awards ranging from \$100,000 to \$3 million will be granted in FY 2018.

The considerable interest in rural broadband access issues by policymakers in Washington, DC, has led to the creation of a new grant opportunity within the 2018 Farm Bill that includes sizable funding for network deployment. With the 2014 farm bill expiring on September 30, 2018, Congress is considering reauthorization of the RUS broadband loan program and other broadband-related provisions in the 2018 farm bill, as well as appropriating funding for these programs. In addition, the House and Senate have included funding ranging between \$425 million and \$550 million for a new rural broadband pilot grant program. This is in addition to the \$600 million already allocated for that purpose by Congress in the 2018 Omnibus spending bill.

The RUS is currently drafting the eligibility criteria for these funds. The Omnibus broadband pilot stipulates that rural telephone and broadband service providers, rural electric cooperatives like Valley Electric Association that serves parts of Inyo County, private firms, nonprofits, and governments are all eligible for the funding. As with existing RUS projects, eligible deployments are those that serve rural areas with populations of 20,000 or less, that currently lack sufficient access to broadband service with speeds of at least 10 Mbps/1 Mbps, and that are not currently served by an RUS borrower.

## Water Systems

Addressing drinking water and wastewater needs of rural communities is always challenging. TFG has vast experience assisting communities in meeting their water supply and delivery needs and often helps clients find creative and innovative ways to address those needs in a cost-effective and efficient matter. The communities in Inyo County face a variety of water service issues ranging from water supply infrastructure to overall access



to clean and reliable sources of water. To start, TFG would work with County officials, as well as officials from impacted jurisdictions, to outline all projects and issues related to the County's water systems. This collective list would serve as a driving point for developing a strategy to systematically address each issue and project. Often, showing the whole picture helps strengthen the overall story for each individual component and can help establish a consistent line of federal resources and funding.

**Possible Sources of Funding:** Inyo County's rural designation, as well as the economic standing of some communities, opens the door to opportunities for federal funding in the form of technical assistance, direct grants, and loans from USDA and the Economic Development Administration (EDA). The Rural Utilities Service programs for water and wastewater infrastructure can be utilized to secure long-term, low-interest loans for large-scale water infrastructure projects. USDA direct grants are often awarded independently or in conjunction with these loans, in particular for more economically depressed areas. Similarly, EDA's Community Facilities program helps local communities through technical assistance, grants, and loans plan for and construct water infrastructure projects that help enhance and support local and regional economies. Both USDA and EDA rely significantly on the advice and work of their local, regional, and state offices in determining what projects will receive funding. Application periods for USDA and EDA are typically rolling and the best approach is to start working with local and state offices to develop support for projects before applying for funds. Of particular interest, TFG has found great success recently in working not only directly with the CA USDA office, but also with program officials at USDA in Washington, DC to identify creative solutions and tap in to underutilized programs for project funding.

Depending on the nature and size of the overall project, opportunities for funding also exist under the new Water Infrastructure Finance and Innovation Act (WIFIA) program through the Environmental Protection Agency and the U.S. Army Corps of Engineers. Similar to the State Revolving Fund (SRF) programs, the WIFIA program provides subsidized financing for large dollar-value projects. However, the minimum project size for small communities with a population of 25,000 or less is reduced from \$20 million to \$5 million. While the program can only fund a maximum of 49% of the total project cost, other federal funding can be acquired to bring the total federal share to up to 80%. TFG was instrumental in obtaining the Congressional authorization for the WIFIA program and is currently working with clients whose projects were selected in the first round of funding. The letter of interest process for the next round of WIFIA funding is currently open with a deadline of July 31, 2018.

Likewise, TFG is leading the effort to help create a similar low-interest, federally-backed loan program for the Bureau of Reclamation. Our work includes working with other communities and Members of Congress to pass legislation creating the authority for the new program. Once authorized, the program would provide opportunities for non-Federal sponsors to gain access to low-cost, long-term financing similar to that under WIFIA. The financing would be available to support a wide variety of water supply-related projects, including groundwater and surface water storage projects and water reuse. The loan program enhances existing grant programs under the Bureau of Reclamation's WaterSMART program and creates an additional funding resource for communities in the west to fund water resource projects.

## Outreach Strategy

In general, TFG will apply the work plan strategies previously outlined in this proposal to address each of these projects. TFG will leverage its existing relationships on Capitol Hill, within the federal agencies, and with other national- and state-level organizations to secure resources for Inyo County. In doing so, TFG staff will schedule introductory and follow-up meetings with the offices of Sen. Diane Feinstein (D-CA), Sen. Kamala Harris (D-

CA), Rep. Paul Cook (R-CA-08), as well as officials and staff from targeted federal agencies. Information gleaned from these meetings will be used to strengthen advocacy initiatives and build political support. For the Final Mile project, TFG will work with the County to identify community leaders from local anchor institutions (CAIs), businesses, government, and other stakeholder groups to effectively advocate as a “coalition” for “final-mile” funding at both the federal and state level. In coordination with the coalition, TFG staff will create “talking points”, draft Congressional letters, and media collateral (e.g, OpEds), as needed.

## Information Required from the County

The County will provide or help facilitate the collection of the information that will help strengthen funding applications and proposals for each project. This information includes documentation that matching funds are available when needed for certain federal or state loan, loan guarantees, or grant programs; lists of potential local and regional supporters of the projects such as business and neighboring public agencies; public rights-of-way, zoning regulations, and related information as needed; and any other historical documents that help support the County’s requests to Congress and the federal agencies.

## Ability to Contract and Exceptions

TFG has reviewed the County of Inyo Standard Contract #119 included in the RFP and finds no exceptions to the proposed terms. TFG can meet all requirements identified in Contract #119 including those outlining insurance needs as referenced in the supplemental email to the RFP provided by Mr. Carunchio.

## References

TFG provides Inyo County with the following three references for which we have performed federal advocacy services.

- **Ms. Shari McCracken**  
Chief Administrative Officer  
County of Butte, CA  
**ADDRESS:** 25 County Center Drive, Suite 200, Oroville, CA 95965  
**PHONE:** (530) 552-3305  
**EMAIL:** [smccracken@buttecounty.net](mailto:smccracken@buttecounty.net)  
Client since 2004.
- **Mr. Wade Horton**  
County Administrative Officer  
County of San Luis Obispo, CA  
**ADDRESS:** 1055 Monterey Street D430, San Luis Obispo, CA 93408  
**PHONE:** (805) 781-5011  
**EMAIL:** [whorton@co.slo.ca.us](mailto:whorton@co.slo.ca.us)  
Client since 2009.

- **Mr. Mark Wolinski**  
Government Relations Administrator  
City of Roseville, CA  
**ADDRESS:** 311 Vernon Street, Roseville, CA 95678  
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**EMAIL:** [mwolinski@roseville.ca.us](mailto:mwolinski@roseville.ca.us)  
Client since 2001.

## Compensation Proposal

TFG spends the time necessary – and typically much more – to bring success to our clients. Our retainer contract approach to professional fees provides budget stability for our clients and gives your lobbying team the freedom to concentrate on achieving measurable results rather than focusing on billable hours. As a retainer client, the County will always have at its disposal TFG’s diverse complement of staff experts in the full range of federal issues to help navigate this new and changing federal environment.

<b>Fixed Fee:</b>	\$8,000 per month for the duration of the three-year contract period outlined in the RFP.
<b>Services Provided:</b>	Assumes the equivalent of approximately 18 hours of partner-equivalent time per month. A full retainer contract also provides the County with access to all TFG staff and federal grant services.
<b>Expenses:</b>	Reimbursable expenses, including out-of-town travel (pre-approved by client), in-town travel (taxicab), long-distance telephone charges, facsimiles, document reproduction, overnight delivery and in-town courier services, would not exceed \$5,000 annually.

TFG stands ready to work closely with you to refine and tailor our retainer fee based on your needs. The figures included in this cost proposal depend on the final scope of services decided upon by the County.

## Services for the City of Bishop Services

TFG understands the strong interplay between cities and counties, particularly those in rural areas. More often than not, rural cities and counties face the same issues, and success in addressing those issues is reliant on a coordinated and cohesive strategy. For this reason, TFG applauds the notion of Inyo County potentially combining forces with the City of Bishop to address mutual priorities and projects. More importantly, TFG can assist both the County and City in developing a unified federal platform to address not only regional needs, but individual priorities for the County and City. In fact, TFG has a history of joint contracts for communities in rural areas, and they remain some of our most successful clients.

While each of our contracts is set up independently, when two entities combine as a regional effort, we typically provide a discount to our normal retainer fees and enter in to one contract. TFG proposes to do the same in the event the City of Bishop elects to partner with Inyo County on advocacy efforts. Under this scenario, our work plan and scope of services would remain the same. The only difference, is that we would

be establishing a set of regional priorities as well as detailing individual projects of importance to each partner. The approach to advocacy would be a combined effort, creating efficiencies and synergy for all parties.

Our proposed compensation under a regional partnership with the City of Bishop would change marginally with an estimated increase of approximately \$2,000 - \$3,000 per month. The combined compensation for the regional contract would then range between \$10,000 – \$11,000 per month with an anticipated equal split between the City and the County, or whatever arrangement works best between the City and County. A scenario like this would reduce the County's monthly fees by approximately \$2,000 - \$2,500, or about 25% - 30%, without the County experiencing any reduction in service. Contractually, the simplest format would be one contract between the County and TFG with a separate MOU or reimbursement agreement established between the City and the County. However, TFG is also not opposed to entering into two separate agreements, one with the County and one with the City, both at the discounted rate.

If selected to represent the County at the federal level, and the option of adding the City of Bishop to the County's advocacy efforts comes to fruition, TFG proposes all parties meet to discuss goals, priorities, and projects to determine the best path forward on a regional agenda and work plan. We pride ourselves on the flexibility of our working arrangements with clients and would put that flexibility to use for both the County and City.

**COUNTY OF INYO**  
**REQUEST FOR PROPOSALS**



**For**

**Federal Advocacy Services**

Deadline for Submission:  
**June 11, 2018**

Submit Proposals to:

**County of Inyo**  
**Office of the County Administrator**  
**P.O. Box N / 224 N. Edwards Street**  
**Independence, California 93526**

## I. OVERVIEW

The County of Inyo invites proposals from qualified individuals and firms to provide the County with long-term **Federal Advocacy Services** focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. However, from time-to-time, due to federal land tenure patterns described below, the **Federal Advocacy Services** required by the County may extend to policy and regulatory matters.

To provide the County with an opportunity to meet its objective of being able to consider entering into a contract for **Federal Advocacy Services** with an individual or firm deemed responsive to its needs prior to the end of the County's fiscal year on June 30, 2018, the deadline for receipt of proposals is 5 p.m. June 11, 2018. Similarly, if responses to this Request For Proposals indeed result in the County identifying, in its sole discretion, an individual or firm deemed responsive to the County's needs and with whom a proposed contract can be successfully negotiated, staff anticipates requesting the Inyo County Board of Supervisors to consider approving the contract at its meeting on June 26, 2018.

The County desires that any agreement resulting from this Request For Proposals establish a long-term relationship with the selected respondent. Accordingly, unless otherwise proposed in responses submitted and agreed to in the resulting contract, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

Finally, although not a requirement to be considered for the provision of **Federal Advocacy Services** to the County of Inyo, and certainly not expected to be made effective by or prior to June 26, 2018, respondents to this Request For Proposals are invited to consider submitting proposals that identify how their proposal, and any resulting contract, might be modified to provide similar **Federal Advocacy Services** to the City of Bishop, subject to separate consideration and approval by the City of Bishop City Council. The City of Bishop is the only incorporated city in Inyo County, and encompasses an area of 1.9 square miles; boasts a population of approximately 3,832 people; and operates on an annual budget of over \$7 million. Ideally, respondents contemplating a proposal that provides for this option will submit a response whereby a portion of the scope of services proposed to be provided exclusively to the County for an agreed upon fee structure can subsequently be allocated to the City, upon agreement by the Bishop City Council and Inyo Board of Supervisors, with the City paying the County a prorated share of the contract costs. In providing for this option, the County is admittedly seeking to leverage the effort associated with its issuing this Request For Proposals, and the economies of scale associated with any resulting contract, to create a possible "two-for-one" arrangement that

could allow the County of Inyo and the City of Bishop to share in the fixed-costs for **Federal Advocacy Services** while allowing each entity the ability to receive these services acting independently or in concert.

Alternately, respondents inclined to submit a proposal that includes the optional component for providing similar services to the City of Bishop, may choose to structure this part of their response as a separate scope of work with separate fee schedule to be agreed upon between the respondent and City of Bishop, by separate contract. However, respondents embarking on this approach must, in their proposal, clearly demonstrate the cost-benefit of the *two separate contracts* arrangement to **both** the County and the City to receive any consideration in the application of the scoring criteria identified below.

## II. ABOUT INYO COUNTY

Inyo County, California, was organized in 1866 from land set aside from Mono and Tulare counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier, and is located in the central-eastern part of the state. Comprised of more than 10,142 square miles, Inyo County is geographically the second largest county in California, and the ninth largest county in the continental United States.

Inyo County features an unparalleled variety of natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich native, pioneer, mining, water, and movie making histories. The County is home to Death Valley National Park, and surrounded by the 1.9 million-acre Inyo National Forest. The County boasts the lowest point in the Western Hemisphere, Death Valley's Badwater, at a depth of 282 feet below sea level; and, Mount Whitney, the highest peak in the Lower 48 states, towering at an elevation of 14,505 feet; as well as the oldest living things on Earth in the Ancient Bristlecone Pine Forest.

According to census information, the population of Inyo County in 2016 was estimated to be 18,326 (a decrease of about 1% over the 2000 census). The census also reports a median household income of \$47,000, or 26% below that of the California median, and a median value of owner-occupied homes of \$184,700, or 55% below that of the California median. Census data indicates 7,973 Inyo County households in 2016.



While its vast size and low population translates to a population density of less than 2 people per square mile, the majority of Inyo County's population, 85%, resides in the Owens Valley which runs north and south through most of the western part of the County. While the County seat is located in Independence, located in about the middle of the Owens Valley, the County's population center is approximately 45 miles to the north in Bishop, California. The greater Bishop area has a population of approximately 12,000.

As noted above, the City of Bishop is the only incorporated city in the County of Inyo, and has a population of 3,832. The County is home to five federally-recognized Indian tribes, as well as most of the land associated with China Lake Naval Weapons Station which has its headquarters to the south in Ridgecrest, in Kern County.

In spite of its size, only 1.7% of the land in Inyo County is privately owned. This limits the County's economic output and means for economic growth. The County's largest economic drivers are tourism and hospitality, government services, and agriculture. (A U.S. Locations And Resources Report recently prepared for the County by the Department of Commerce's SelectUSA Program is included with this Request For Proposals as Attachment A and provides additional economic data for Inyo County.) This land tenure pattern, described in more detail below, also results in low tax revenue which, in turn, limits the funds available to the County to provide basic public services or undertake critical infrastructure projects.

Public lands managed by the Federal Government account for 92% of the County's land mass, 67% of which has been federally-designated as wilderness. Over 100 years ago, the City of Los Angeles acquired most of the land (and water rights) in the Owens Valley, and the City – through its Department of Water and Power – controls 3.9% of the land in Inyo County. Los Angeles owns 85% of the land in the Owens Valley, and this figure rises to 98% of the land in and around Owens Valley communities; making growth almost impossible. The State of California owns the remaining 2.4% of land in the County.

The Fiscal Year 2017-2018 County Budget is approximately \$98 million dollars, with almost \$60 million residing in the General Fund.

The County currently sends a delegation comprised of members of the Board of Supervisors and the County Administrator to Washington, D.C. two to three times a year, and has developed good working relationships with congressional representatives and their staff, as well as various agency officials and staff – most notably in the Commerce and Interior departments. Until recently, the County has typically adopted an annual Legislative Platform in January. However the Board of Supervisors' last update of the Legislative Platform occurred in 2014, and it is included as Attachment B to this Request For Proposals. Staff intends to bring an updated Legislative Platform forward for consideration by the Board of Supervisors once the process for selecting a Federal Advocacy Services consultant is completed.

Limited regional commercial air service is currently provided at Mammoth Yosemite Airport, located about 40 miles north of Bishop in Mono County. However, the larger Bishop Airport – a former military airport with three runways – is poised to obtain Part 139 Certification and begin providing more robust commercial air service to the region. The County has and expects to continue benefitting from Federal Aviation Administration discretionary funds for airport improvements. And, Mammoth Resorts has recently expressed its intent to begin directing its commercial air service subsidies to the Bishop Airport.

Digital 395, a publicly-funded, 583-mile, fiber optic “middle mile” project running in parallel with US Highway 395 from Carson City, Nevada, to Barstow, California, provides the Owens Valley with world-class technology infrastructure. The \$109 million project was funded with an



ARRA grant of \$82,263,000 and \$26,837,000 in CASF funds from the California Public Utilities Commission. However, the same market forces (e.g., low population density) that required Digital 395 to be built without private sector investment continue to limit private-sector investment in building-out the “final mile” necessary for communities to begin realizing the benefits of the state-of-the art digital infrastructure.

Increasing commercial air service to the Eastern Sierra and completing the final mile of the Digital 395 fiber optic network are critical elements in efforts to diversify and grow the Inyo economy.

### **III. CURRENT FUNDING NEEDS**

Inyo County’s vast geography is exceeded only by its aspirations and potential opportunities. The infrastructure needs and economic development initiatives identified below are in various stages of development and provide a representative sample of some of the funding needs the County hopes to address by working with a consultant to provide effective **Federal Advocacy Services**. The County’s funding priorities will continue to evolve and be refined based on timing, need, and Board of Supervisors approval.

**Water Systems.** The County operates three water systems serving the communities of Laws, Independence, and Lone Pine; all in need of critical capital improvements. Water service to the town of Independence is currently provided by a temporary transmission main. The cost of replacing just the Independence transmission main is \$600,000, and replacing the Lone Pine transmission main is estimated as costing \$3,000,000. Beyond these specific critical projects, large portions of the Lone Pine, Independence, and Laws water systems have a substantial amount of deferred maintenance/replacement work that need to be completed.

Additionally, several community water systems operated by other entities do not meet clean drinking water standards. For example, in Tecopa – located in the southeastern part of the County – residents and visitors have to obtain filtered drinking water from a vending machine.

**Final Mile Fiber Optics.** The 21<sup>st</sup> Century Obsidian Project, described more fully in Attachment C, is a County initiative to create a public-private partnership resulting in a publicly-owned, open access, fiber-to-the-premises network for the greater Owens Valley. The County is currently negotiating a design-build-operate contract with the developer of the Digital 395 Project. The cost of the Project, including providing fiber to every premises in the City of Bishop and on four Indian reservations, is \$44 million.

**Cellular Communications Towers.** Cellular communications along the 395 corridor in the Owens Valley and, as can be imagined given Inyo’s topography, throughout the County are spotty. In part, this is due to land tenure patterns and various bureaucracies’ limiting locations that private entities can easily acquire or lease. This impacts public safety and quality of life, and limits economic development opportunities. To remedy the situation, the County has commissioned a cellular tower mapping project to identify the optimum locations throughout the Owens Valley for next generation cellular infrastructure. The County believes that, as a

government agency, it may have an easier time acquiring better sites for cellular transmission towers and, once these sites are identified and acquired, the County will require funding to develop the tower sites. Inyo County is open to pursuing this infrastructure need as a publicly-owned open access network, or as a limited public-private partnership.

**Lone Pine Town Street Rehabilitation & Reconstruction Project.** The County is seeking over \$3,000,000 to rehabilitate and reconstruct 2.75 miles of streets in Lone Pine, including adding bike lanes.

**NEPA for Federal Easements for County Roads.** Ongoing ambiguity over the status of County-maintained roads on federal lands, most notably lands managed by the Forest Service, have led the County and Forest Service to identify the need for a comprehensive NEPA process that would evaluate these roads for the purposes of granting the County long-term or permanent easements for these routes.

**Other Surface Transportation Needs.** Like most jurisdictions, Inyo County has a tremendous backlog of road and bridge maintenance work that needs to be addressed to maintain the integrity of this infrastructure. This includes several mountain routes to trailheads and recreation facilities in Inyo National Forest. It also includes plans to expand the system of bicycle routes throughout the region, and dreams of restoring runs of narrow gauge railroad tracks.

**Historic Mount Whitney Fish Hatchery.** Deeded by the community to the State of California to raise Golden Trout over 100 years ago, the California Department of Fish & Wildlife has discontinued use of this facility, which includes an architecturally-iconic hatchery building, 40 acres of grounds, and water rights. The County has been in discussions with the State to acquire the property, but uncertainties regarding the status of soil contamination following the removal of underground storage tanks years ago has slowed progress to transfer the facility. The State is worried about exposing itself to possible liability by waking the proverbial sleeping dog, and if the County assumes ownership, it will need to be prepared to address at this time open-ended (albeit perceived to be limited) on-site remediation. In addition to funds for potential clean-up, if the County proceeds with acquiring the property, it will seek funding for an economic reuse plan and implementing its results.

**Other Economic Development Initiatives.** In the past year, the County has undertaken several economic development studies/analyses that, in addition to encompassing some of the projects identified above, are expected to provide sign-posts to inform an overarching economic diversification and enhancement strategy for which the County will seek funding to implement.

#### **IV. MINIMUM SCOPE OF WORK**

In requesting and evaluating proposals for **Federal Advocacy Services**, the County of Inyo intends to rely on the expertise of the respondents, as experienced professionals, to recommend and demonstrate the most advantageous and cost-effective means of assisting the County in (1) identifying, prioritizing, pursuing and obtaining federal funding for a myriad of public works and economic development projects the County has identified, or may identify in the future, as

necessary and/or desirable; and, (2) to informing and advocating for the County's Legislative Platform as well as specific legislative and regulatory initiatives.

At a minimum, the Consultant selected to provide **Federal Advocacy Services** will be expected to agree to, and successfully implement the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they will agree to undertake in addition to this minimum Scope of Work:

1. **Funding Priorities.** On an annual basis, work with the County to understand and analyze its funding needs for public works and economic development projects and initiatives, as well as ongoing and enhanced delivery of public services, that results in prioritizing the County's key funding needs in a manner that best aligns with federal budget opportunities.
2. **Legislative Platform.** Review and provide input to inform the County's development of its annual Legislative Platform. Work with the County to identify and remain cognizant of the highest federal legislative priorities of the Inyo County Board of Supervisors. Monitor and provide information to the County about federal legislative issues related to its Legislative Platform and, particularly the Board of Supervisors' top legislative priorities. Communicate County interests to, and receive feedback from, elected and appointed officials. Areas that may be covered by advocacy services include but are not limited to: transportation and transit, agriculture, economic development, health and human services, homeland security, housing, environmental protection, energy and water resources.
3. **Identification and pursuit of funding opportunities.** Once funding priorities have been established, continuously monitor and identify likely funding sources. Assist the County in effectively pursuing, preparing and obtaining federal funding and grants.
4. **Preparation of effective briefing materials.** Once funding and legislative priorities have been identified, work with the County to develop specific briefing papers or other materials for high-priority items and an agenda for all other items. These briefing papers will be used to educate and win support for funding and legislative/regulatory priorities from key federal agency staff and appointees and legislators.
5. **Meetings with key federal officials.** As requested or recommended, organize meetings in Washington, D.C. for County officials with members of Congress and staff of the Washington delegation, key Administration officials, staff from the federal agencies, as well as other relevant Congressional committee members and staff. The visits will support the County's federal funding, legislative, and policy initiatives. When appropriate, also organize meetings with county officials and federal congressional and federal agency offices in California.
6. **Maintain visibility of County funding needs and legislative issues.** Conduct frequent follow-up meetings and contacts with the County's congressional delegation, key staff for the House and Senate leadership and committees, and staff and officials from relevant

federal agencies in order to ensure that the County's issues and requests remain a high priority.

7. **Coalition-building services.** Facilitate the identification and building of strategic relationships between the County and the National Association of Counties, as well as other associations, organizations, and entities that will assist the County in achieving its funding and legislative priorities.
8. **Monthly written statements of work.** At a minimum, provide monthly written updates to the County's contract manager detailing the activities undertaken during the previous month on behalf of the County of Inyo, and reporting on the status of funding and legislative priorities.
9. **Regular phone calls and briefings to the County.** At least monthly, and more often during critical times in the legislative and funding processes, conduct phone briefings with County staff and officials to report on projects and initiatives that are underway.
10. **Availability.** Maintain phone and email contact with County representatives to provide information on emerging issues and to field inquiries from County Supervisors and executive staff.
11. **In-person visits.** Make in-person visits to Inyo County throughout the year to discuss the County's federal strategy, including: briefing staff and the Board of Supervisors on funding and legislative priorities, and facilitating visits, tours, briefings, and press events involving members of the congressional delegation and staff.
12. **Annual Report.** Annually, and at least 30 days prior to the time by which the County must decide whether to continue its engagement for **Federal Advocacy Services**, provide an annual report reviewing accomplishments and recommending possible changes in priorities or the process, including to this Scope of Work, in the future.

#### V. PROPOSAL (SUBMITTAL) REQUIREMENTS

The response (submittal) to this Request For Proposals must, at a minimum, contain the following sections:

1. **Cover Letter.** A cover letter introducing the individual's or firm's interest in this project, and including the legal name, address, email, telephone and fax numbers of the individual or firm, signed by the person delegated to legally bind the individual or firm to the proposal.
2. **Recent Engagements.** Describe the individual's or firm's client engagements within the past five years performing similar work involving federal lobbying and funding efforts. Additionally, respondents must disclose any work ever performed by the individual or firm on behalf of the City of Los Angeles or the City of Los Angeles Department of Water and Power.

3. **Key Personnel.** Identify specifically the key personnel who will be assigned to work with the County of Inyo, and describe the work they will perform on behalf of the County. Submit biographies and pertinent experience of the key personnel proposed to perform the work.
4. **Work Plan.** Provide a work plan that demonstrates the respondent's understanding of the County's requirements and needs, and the respondent's ability to successfully accomplish the Scope of Work identified in Section IV, as well as any additional services the respondent may want to propose for consideration. The work plan should clearly delineate the services the County will receive for the compensation proposed.

With regard to the work plan's relation to the specific minimum components of the Scope of Work described in Section IV, the work plan must, at the very least:

- a) Identify the respondent's recommended process for determining, and intervals for updating, the County's funding and legislative priorities.
- b) Quantify any limits on the number of funding priorities, and limits on the number of legislative priorities, and time dedicated thereto the individual or firm will pursue on behalf of the County of Inyo in any given year (or other specified timeframe) corresponding to the fixed fee identified in the respondent's compensation proposal. Identify the means, and any cost associated with switching or adding to funding and legislative priorities during the year (or other specified timeframe).
- c) Describe the level and nature of work that will be performed by the responding individual or firm, and that which is expected to be performed by the County, in preparing briefing materials, funding requests and grant applications for the fixed fee specified in the respondent's compensation proposal. Identify and clearly distinguish additional preparatory services the respondent can provide for an additional fee.
- d) Detail how, and the frequency with which the individual or firm will ensure the County's funding and legislative priorities remain effectively visible to key federal officials.
- e) Suggest, based on initial knowledge of Inyo County and its funding and legislative priorities, which immediately-obvious coalitions and relationships the respondent would recommend the County pursue, and the assistance the respondent will provide.
- f) Identify the maximum number of Washington, D.C. visits and meetings the respondent will coordinate, and the minimum number of in-County visits the respondent make for the fixed fee specified in the respondent's compensation proposal.

5. **Approach and Likelihood of Success.** Select any two of the illustrative County funding priorities identified in Section III and describe your approach for assisting the County in obtaining these funds, and the realistic likelihood of success. Identify possible sources of funding, information required from the County, information and services to be provided by the Consultant, steps in the process including communications and in-person meetings between the County and Consultant, and the County, Consultant and federal officials, and reasonable measures of success.
6. **Ability to Contract and Exceptions.** This Request For Proposals, and the submittal presented by the respondent with whom the County may choose to contract as the result of this process, will be incorporated into the agreement submitted to the Inyo County Board of Supervisors for approval. The respondent must provide a statement as to the individual's or firm's ability and willingness to enter into County of Inyo Standard Contract #119, and note any exceptions. A sample of Standard Contract #119 is attached as Exhibit I, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. Only those exceptions to Standard Contract #119 identified in the respondent's proposal will be considered during the negotiation process.

Alternately, if an individual or firm prefers to use its own contract form, the contract must be included in the respondent's proposal and the County reserves the rights to negotiate its own exceptions to the contract.

This section should also be used for the respondent to summarize any exception(s) to the Scope of Work (Section IV).

7. **References.** Submit a minimum of three client references (preferably rural counties in California or the West), with contact names and their phone numbers and e-mail addresses, where similar services have been provided, and identify the duration of the relationship.
8. **Compensation Proposal.** The proposal must clearly and simply identify the monthly flat fee the individual or firm will charge the County for the services identified in the Scope of Work and corresponding Work Plan, including any quantification of minimum and maximum levels of service and engagement identified in the Work Plan (see 4a-4f above), during the first 36-month term of the contract. Clearly identify any separate expenses to be negotiated, and the cost for any additional services that may be requested by the County or proposed by the respondent.
9. **Services for the City of Bishop Services (Optional).** As noted in the Overview Section above, respondents to this Request For Proposals are invited to indicate their willingness to provide similar or shared **Federal Advocacy Services** to the City of Bishop if, at a later date, the City of Bishop City Council elects to avail the City of such services. Although optional, respondents choosing to submit this optional proposal will be eligible to receive up to five (5) bonus points as described in the Evaluation Criteria Section below.

Respondents electing to provide this optional proposal for providing **Federal Advocacy Services** for the City of Bishop working in concert with or independently of the County of Inyo should either:

- a) Describe how the services specified in the Scope of Work and corresponding Work Plan for the County of Inyo exclusively could subsequently be allocated between the County and the City for the same cost specified in the respondent's Compensation Plan. Under this scenario, the services would be provided under the County's contract with the Consultant, and the City would reimburse the County for its share of the services to which it has access.

OR

- b) Propose a separate Work Plan and Compensation Plan to be implemented through a separate contract with the City of Bishop, AND showing how both the City and County will benefit – save money and receive more services than would otherwise be possible – through this approach. Failure to clearly demonstrate the cost-benefit to the County from this approach will result in zero bonus points being awarded through the application of the Evaluation Criteria.

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**VI. SUBMISSION OF PROPOSALS / DEADLINE**

**The deadline for receipt of proposals is 5 p.m. June 11, 2018.** Submissions must be hard copies and include one (1) unbound original and three (3) copies and be sent to:

County of Inyo  
Office of the County Administrator – Federal Advocacy Services RFP  
P.O. Drawer N / 224 N. Edwards Street  
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

Submittals received in response to this solicitation become County property and are subject to public disclosure. Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

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**VII. EVALUATION CRITERIA**

All proposals received by the submittal deadline will be evaluated and scored by an evaluation committee comprised of County representatives using the following criteria:

<b>Criteria</b>	<b>Scoring Points Possible</b>
<b>Completeness.</b> Was the proposal submitted on time, in triplicate, and does it include the required components identified in Section V. PROPOSAL (SUBMITTAL) REQUIREMENTS above?	Pass/Fail
<b>Clarity.</b> Is the proposal presented in a manner that is easy to understand and clearly articulates the services that will be provided for the compensation sought; allowing the evaluation committee to easily assess the overall value to the County?	10
<b>Value of Funding Advocacy.</b> How does proposed level of advocacy for funding priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	40
<b>Value of Legislative Advocacy.</b> How does proposed level of advocacy for legislative priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	15
<b>Quality of Proposed Work Plan.</b> Is the proposed work plan feasible and thorough and demonstrate the proposer's reasonable understanding of the County's needs and challenges? Does the work plan represent an exceptional value to the County; including the number of in-County and Washington, D.C. visits proposed for the base fee?	20
<b>Experience.</b> Does the experience of the individual or firm, and key personnel, indicate the ability to successfully accomplish the Scope of Work? Do references support this conclusion?	10
<b>Ability to Contract.</b> Do any exceptions to the County's proposed contract, or the contract proposed by the respondent, reduce the likelihood of being able to successfully negotiate an agreement?	5
<b>MAXIMUM POSSIBLE SCORE</b>	<b>100</b>
<b>BONUS POINTS</b>	
<b>City of Bishop Option.</b> If the proposer has included an option for also providing Federal Advocacy Services to the City of Bishop pursuant to Section V. Paragraph 9. Services for the City of Bishop Services (Optional) above, does this optional proposal clearly demonstrate an added value to the County of Inyo and the City of Bishop?	<b>5</b>
<p>Note: The County is providing for this option as a courtesy to the City of Bishop and does not warrant the City of Bishop will ultimately avail themselves of any proposed services. That decision will be made, if it is made, in the sole discretion of the City of Bishop and Bishop City Council, and occur after the selected Consultant enters into its contract with the County of Inyo.</p>	

## VIII. EVALUATION PROCESS

A review committee comprised of County representatives will evaluate all submitted proposals. The evaluation will be based solely on the information conveyed in the proposal, including information gleaned from client references provided by the respondent.

Proposals (submittals) will be scored and ranked by the evaluation committee based on the Evaluation Criteria set forth above and an overall assessment of “best value” to the County. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

The evaluation committee may, in its discretion, request oral presentations/interviews with all proposing firms/individuals or with the highest-ranked firms/individuals only, and/or may request the presentation of revised proposals from the highest-ranked firms/individuals (“short-list”), followed by an evaluation and ranking of the revised proposals.

The County reserves the right to proceed directly to negotiations with the highest-ranked firm/individual immediately following the initial presentation and evaluation of proposals, and negotiate with multiple respondents. All contracts over \$10,000 are subject to approval by the Inyo County Board of Supervisors. Inyo County reserves the right to reject all proposals received in response to this Request For Proposals. The County also reserves the right to waive variations from the specifications that do not render a proposal non-conforming, and the County retains the right to disregard non-conformities, non-responsive proposals or conditional proposals if in the best interest of the County.

Successful negotiations with the highest-ranked respondent will result in a professional services contract with a detailed scope of work, and including this Request For Proposals and the respondent’s submittal, being presented for consideration by the Board of Supervisors. See County of Inyo Standard Contract #119. If the County is unable to negotiate a satisfactory contract with the highest-ranked individual/firm, the next highest-ranked individual/firm may be contacted for contract negotiation. This method will continue until a contract is successfully negotiated or until all proposals are rejected, in the best interests of the County.

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**IX. CONTRACT TERM**

Unless otherwise negotiated, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

**X. RFP QUESTIONS & INQUIRIES**

Any inquiries regarding this solicitation must be made in writing in the form of an e-mail, addressed to Kevin Carunchio, County Administrator, at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us), with "FEDERAL ADVOCACY SERVICES RFP QUESTION" in the subject line. At its sole discretion, the County may respond to inquiries made in this manner and received no later than 5 p.m. on Thursday, June 7, 2018.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Mr. Carunchio, via email with "FEDERAL ADVOCACY SERVICES RFP NOTIFICATION LIST" in the subject line, no later than 5 p.m. on Friday, June 1, 2018. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Mr. Carunchio at (760) 878-0292 to ensure their request has been received.

**XI. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise the County of Inyo, in writing, of any current Federal Suspension and Debarment.

**Debarment Certification.** By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

###

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

**TERM:**

**FROM: July 1, 2018 TO: June 30, 2021**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

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

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

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

Coverage shall be at least as broad as:

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

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

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

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

#### **Other Insurance Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Subcontractors**

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

***Special Risks or Circumstances***

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

**AMENDMENT NUMBER 1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Federal Advocacy Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 through June 30, 2021.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

"The term of this Agreement shall be from July 1, 2018 to June 30, 2022, unless sooner terminated as provided below."

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.

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

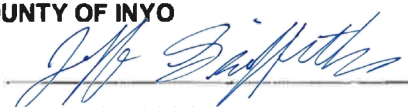


AMENDMENT NUMBER 1


AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
7th DAY OF July, 2021.

COUNTY OF INYO

By:   
Dated: 07-07-2021

CONTRACTOR

By:   
Signature  
W. Roger Gwinn, CEO  
Type or Print  
Dated: 05/27/2021

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21<sup>st</sup> day of June 2022 an order was duly made and entered as follows:

*CAO-Economic  
Development –  
Ferguson Group  
Contract  
Amendment No. 2*

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Amendment No. 2 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2023 in an amount not to exceed \$101,000, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorized the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 21<sup>st</sup>  
Day of June, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

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

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Economic Development Other: DATE: June 24, 2022



# County of Inyo



## County Administrator - Economic Development

### CONSENT - ACTION REQUIRED

**MEETING:** June 21, 2022

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Amendment 2 to Contract with The Ferguson Group LLC

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 2 to the contract between The Ferguson Group, LLC and County of Inyo for provision of Federal Advocacy Services, extending the term from July 1, 2018 to June 30, 2023 in an amount not to exceed \$101,000, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On June 26, 2018, your Board approved a three-year contract with The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County. The Ferguson Group was one of nine firms submitting proposals to the County in response to a formal Request for Proposals. A review committee comprised of two members of the Board, the Inyo County Public Works Director, Inyo County Counsel, and County Administrator independently reviewed and then met to rank and score each proposal. The Ferguson Group emerged from the process as the highest-ranked respondent.

The original contract, for a total amount not to exceed \$303,000 (\$101,000 per year), expired June 30, 2021 and was extended another year by Amendment No. 1 approved in May 2021. Included in the contract is a provision that allows the County, in its sole discretion, to annually elect to continue the agreement for another 12 months beyond the original term. The contract also provides the County and The Ferguson Group the option to extend the contract for another five years, at the end of the original 36 months, on terms mutually agreed upon. For now, your Board is asked to extend the contract with The Ferguson Group another 12 months, after which a five-year extension will be considered.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the contract amendment, modify the contract amendment, or direct the issuance of another RFP. None of these alternatives are recommended.

**OTHER AGENCY INVOLVEMENT:**

The Ferguson Group engages federal agency officials and staff as well as the County's congressional delegation to obtain funding for priority projects identified by your Board.

**FINANCING:**

Funding for this contract is included will be included in the Fiscal Year 2022-2023 Budget under Advertising County Resources.

**ATTACHMENTS:**

1. Ferguson Group Contract Amendment 2
2. Ferguson Group Contract Amendment 1
3. Ferguson Group Contract

**APPROVALS:**

Darcy Ellis	Created/Initiated - 6/13/2022
John Vallejo	Approved - 6/14/2022
Amy Shepherd	Approved - 6/14/2022
Leslie Chapman	Final Approval - 6/16/2022

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 to June 30, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

**1. Paragraph 2. TERM is amended to read as follows:**

"The term of this Agreement shall be from July 1, 2018 to June 30, 2023, unless sooner terminated as provided below."

**2. Paragraph 3.D. Limit Upon Amount Payable Under Agreement is amended to read as follows:**

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed \$101,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit."

///NOTHING FOLLOWS\\

The effective date of this Amendment to the Agreement is July 1, 2022.

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

Standard Contract – No. 119

**AMENDMENT NUMBER   2   TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
  THE FERGUSON GROUP, LLC    
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

  16   DAY OF   June  ,   2022  .

COUNTY OF INYO

By: 

Dated:   06/16/2022  

APPROVED AS TO FORM AND LEGALITY

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

CONTRACTOR

By:   
Signature

  W. Roger Gwinn, CEO    
Type or Print

Dated:   June 16, 2022

**AMENDMENT NUMBER 1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Federal Advocacy Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 through June 30, 2021.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2. **TERM.** is amended to read as follows:

"The term of this Agreement shall be from July 1, 2018 to June 30, 2022, unless sooner terminated as provided below."

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2021.

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND  
THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
7th DAY OF July, 2021.

COUNTY OF INYO

By: 

Dated: 07-07-2021

CONTRACTOR

By: 

Signature

W. Roger Gwinn, CEO

Type or Print

Dated: 05/27/2021

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager



# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26<sup>th</sup> day of June 2018 an order was duly made and entered as follows:

**CAO – TFG, LLC  
Federal Advocacy  
Services**

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve a contract between the County of Inyo and The Ferguson Group, LLC for the provision of Federal Advocacy Services on behalf of the County, for the period of July 1, 2018 through June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year), subject to the Board's approval of future County budgets, and authorize the County Administrator to sign, contingent on all appropriate signatures being maintained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26<sup>th</sup>  
Day of June, 2018



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisor

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

<b>Routing</b>
CC Purchasing Personnel Auditor CAO X Other: DATE: June 26, 2018

For Clerk's Use Only: AGENDA NUMBER  13
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**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

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

**FROM:** County Administrator  
**FOR THE BOARD MEETING OF:** June 26, 2018  
**SUBJECT:** Federal Advocacy Services Contract

**DEPARTMENTAL RECOMMENDATION:**

Request your Board consider a contract between the County of Inyo and The Ferguson Group LLC for the provision Federal Advocacy Services on behalf of the County, for the period of July 1, 2018, June 30, 2021 in a total amount not to exceed \$303,000 (\$101,000 per year) subject to the approval of future County Budgets, and authorize the County Administrator to sign contingent on all signatures being obtained.

**SUMMARY DISCUSSION:**

As reported on June 5<sup>th</sup>, the County issued a Request For Proposal for Federal Advocacy Services focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. The RFP also noted that although not the primary purpose of the engagement, from time-to-time, the Federal Advocacy Services required by the County may extend to policy and regulatory matters. A copy of the RFP (without attachments) is included here.

The RFP resulted in nine (9) proposals being submitted to the County by the June 11<sup>th</sup> deadline. A review committee comprised of two members of your Board (Supervisors Griffiths and Pucci), the Inyo County Public Works Director, Inyo County Counsel, and the Inyo County Administrator independently reviewed each proposal, and met on June 14<sup>th</sup> to score and rank each proposal based on the evaluation criteria and using the evaluation process specified in the RFP.

The Ferguson Group emerged from this process as the highest-ranked respondent, and its proposal (along with the RFP) are incorporated in the scope of work of the contract being presented today for your consideration.

If your board approves the contract, staff will begin to working with TFG to prepare federal funding and legislative priorities for your Board to consider at a meeting with TFG representatives later this summer.

**ALTERNATIVES:**

Your Board could choose not to approve the contract, modify the contract, consider submittals made by other respondents, reject all proposals, or direct that the RFP be reissued. None of these alternatives are recommended.

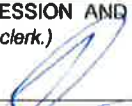



**OTHER AGENCY INVOLVEMENT:**

If engaged, the federal services advocate will engage federal agency officials and staff, and the County's congressional delegation to obtain funding for priority projects identified by your Board.

**FINANCING:**

Funding for this contract is included in the Fiscal Year 2018- 2019 Preliminary Budget considered by your Board next week, and will need to be provided in future year's budgets.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved:  Date: 06/14/2018
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved:  Date: 6/19/2018 
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved:  Date: 06-18-2018

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)



Date: 06-18-2018

**AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the federal advocacy services of The Ferguson Group, LLC (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 those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2018 to June 30, 2021, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum of eight thousand (\$8,000) dollars per month for performance of all of the services and completion of all of the work described in Attachment A on a monthly basis.

B. Travel and per diem. Contractor will be reimbursed a maximum of five thousand dollars (\$5,000) per fiscal year for the travel expenses or per diem which Contractor incurs in providing services and work 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 three hundred three thousand dollars (\$303,000) (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 performed by Contractor pursuant to this Agreement. 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, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be

considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

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

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

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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

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

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, 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.

**13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, 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.

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver 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-three (23) below.

**18. CONFIDENTIALITY.**

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996,



and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:  
County Administrative Officer  
PO Drawer N,  
Independence, CA 93526

Contractor:  
The Ferguson Group, LLC  
1901 Pennsylvania Avenue, N.W. Suite 700  
Washington D.C. 2006

**26. ENTIRE AGREEMENT.**

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

**TERM:**

**FROM: July 1, 2018 TO: June 30, 2021**

**SCOPE OF WORK:**

**SEE ATTACHED:**

- A. Inyo County Request for Proposals; and
- B. Contractor's Proposal dated June 11, 2018.

In the event of any conflicts between these documents, the order of precedence shall be (1) the express terms of this Agreement, (2) Contractor's June 11, 2018 Proposal, and (3) Inyo County's Request for Proposals.

**A AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

19<sup>th</sup> IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF JUNE, 2018.

**COUNTY OF INYO**

**CONTRACTOR**

By: [Signature]

By: [Signature]

Signature

W. ROGER GWINN

Type or Print Name

Dated: 06-26-2018

Dated: JUNE 19, 2018

**APPROVED AS TO FORM AND LEGALITY:**

[Signature]  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

[Signature]  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

[Signature]  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

[Signature]  
County Risk Manager

RECEIVED

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INYO COUNTY  
ADMINISTRATOR  
CLERK OF THE BOARD

tfg

Proposal to the

County of Inyo, CA  
for Federal  
Advocacy Services

June 11, 2018

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# Proposal to the County of Inyo, California for Federal Advocacy Services

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# Recent Engagements

## Our History

The Ferguson Group LLC (TFG) is a bipartisan government relations consulting firm founded in 1982 in Washington, DC. We provide federal advocacy services to approximately 94 public and private entities in 22 states, including counties, cities, public works agencies, and joint powers authorities. We also advocate on behalf of national organizations focused on federal issues directly impacting local government: the National Association of Towns and Townships, the Manufacturing Alliance of Communities, and the Perfect Storm Communities Coalition.

For 36 years, TFG has represented local communities on federal issues in Washington, DC, where the firm is headquartered. TFG is unique in that, in addition to our main office in Washington, DC, we maintain local and regional offices in key locations to better serve the interests of clients located in those areas, including California. The address and contact information for our main office is:

The Ferguson Group, L.L.C.  
1901 Pennsylvania Avenue, N.W.  
Suite 700  
Washington D.C. 2006  
(202) 331-8500

[www.thefergusongroup.com](http://www.thefergusongroup.com)

## TFG Focus

TFG provides federal government relations services to forward-thinking local governments seeking to advance or protect their interests at the federal level. We have a demonstrated track record of responding to our clients' needs while also identifying and developing strategies to address emerging issues and opportunities. We focus primarily on issue areas of direct interest to Inyo County, including but not limited to the following:

- Community and economic development.
- Telecommunications and broadband.
- Water and wastewater infrastructure development, planning, funding, and financing.
- Land use issues as impacted by federal policy and permitting.
- Transportation policy and funding, including transit, highway funding, and rail safety.
- Public safety, law enforcement, and fire services.
- Clean Water Act, Endangered Species Act and Safe Drinking Water Act regulations.
- Housing, homelessness, and social services, including veterans' affairs.
- Municipal government finance and revenue protection.

## Commitment to California

It is important to note our Congressional and agency relationships are not limited to offices "inside the Beltway." We work regularly with key officials and staff in Congressional district offices and federal agency staff in local and regional offices. TFG has particularly strong ties to California. Our first clients were in

The Ferguson Group  
Advocacy. Consulting. Grants.



June 11, 2018

Mr. Kevin Carunchio  
County of Inyo  
Office of the County Administrator  
P.O. Drawer N  
Independence, CA 93526

Dear Mr. Carunchio:

On behalf of The Ferguson Group, LLC (TFG), I am pleased to submit the enclosed proposal to the County of Inyo, CA for Federal Advocacy Services. Headquartered in Washington, DC, TFG specializes in representing local governments before Congress and the Administration. We pride ourselves on our ability to serve public sector clients of all sizes, which keeps us among the top independent lobbying firms in Washington.

For over 35 years, TFG has been the preeminent provider of federal government relations advocacy to local governments seeking to advance or protect their interests in Washington's complex legislative and regulatory arenas. Our knowledge of Congress and the Administration, and how they can work collaboratively with local governments, provides our clients with a unique strategic advantage that sets them up for success. As the Congressional ban on "earmarks" continues to be enforced, TFG has successfully adapted to changes in the federal budget process and has expanded the grant services we provide our clients. As such, our clients consistently enjoy a positive return on their investment in federal lobbying services.

Most importantly, TFG has particularly strong ties to California. Our first three clients in 1982 were California cities and, over the years, we have developed an unparalleled working knowledge of how to effectively represent California communities in Washington, DC. Our California presence gives us a unique opportunity to engage in unmatched levels of communication and collaboration with the County. Most notably, we have identified Kristi More to serve as the lead lobbyist for Inyo County's team. Her direct and personal knowledge of your history, heritage, and goals will enable her to represent the County in Washington like no other lobbyist could.

I attest to you that the information provided in this proposal is accurate, and that I am authorized to execute binding legal documents on the firm's behalf. TFG is a firm committed to building strong, prosperous communities across the country, and we hope to put our expertise to work for Inyo County. If you have any questions, please do not hesitate to call me directly at (202) 331-8500 or contact me via email at [rgwinn@tfgnet.com](mailto:rgwinn@tfgnet.com). Please note the firm's mailing address on this letterhead. Thank you for the consideration.

Sincerely,

W. Roger Gwinn  
CEO



California and remain clients of the firm today. We have maintained offices in California continuously since 1991, and over the years we have developed an unparalleled working knowledge of the opportunities, challenges, and needs facing California local governments. Our California connections benefit our clients, particularly in recent years, as decision making authority within many relevant federal agencies has been entrusted to local and regional offices of the federal agencies.

## Firm Experience and Client Successes

After representing local communities for 36 years, TFG's list of accomplishments and successes on behalf of our clients is quite extensive. The following examples are provided as case studies for work we have performed over the past five years that is relevant to the County's goals and priorities. We chose to highlight a few examples of our work on economic development, housing, public safety and law enforcement, transportation, and water resources projects, which we believe most directly relate to the goals of Inyo County. Expanded information on additional client successes can be provided upon request.

## Economic Development

TFG has a long history of successfully identifying federal programs and finding creative opportunities to secure funds for community and economic development projects. Almost every aspect of TFG's representation of local governments touches on economic development. From improved transportation and water infrastructure, to downtown revitalization projects, to increased community services and housing options, we have helped bring significant resources to our clients to help them build their local economies.

**Sutter County, California – Stakeholder-Based Economic Development Initiative.** TFG worked with Sutter County staff, the County's elected officials, and the local Economic Development Corporation to launch the SutterForward initiative. SutterForward expands on the Economic and Demographic Analysis Report that TFG provided the County, and incorporates input from stakeholders, local businesses, and citizens into the economic development strategy. As the facilitator of the SutterForward initiative, TFG leads public stakeholder meetings and working groups, and will conduct a Talent Gap Analysis to identify job training and education goals that will help support the current and future workforce in the County. The SutterForward process also analyzes projects identified in the County's General Plan and incorporates them into a strategic federal funding and grants work plan that will help support the economic and workforce goals of the initiative.

**Cumberland County, ME – Food Systems Planning.** Cumberland County secured \$25,000 in FY 2015 planning funds from USDA's Local Food Promotion Program. TFG assisted the County in identifying and scoping a project, as well as drafting and submitting the narrative. The project will produce a food system plan that will examine 15 existing rural food economies, the present state of local agriculture, and current initiatives at the local level. The resulting plan will identify the highest potential opportunities for increasing local food sales.

**Loudoun County, VA – General Services Administration.** Prior to 2007, Loudoun County was included in the Washington, DC per diem non-standard rate area (NSA). The County is now designated as its own NSA with a significantly lower per diem rate. Working with the County and with Congressional support, TFG partnered with the U.S. Department of Transportation, the Metropolitan Washington Airports Authority (MWAA), and the local travel and tourism board to help GSA develop an appeals process for how a particular per diem boundary is set. After significant work with both political and career personnel at GSA, we are awaiting publication of the final rule on such an appeal.

## Housing and Community Development

TFG continues to advocate for federal resources to support housing and community development priorities in local communities, including Section 8 project reserves, Federal Housing Administration loan threshold, and funding for Department of Housing and Urban Development (HUD) programs (i.e. CDBG, McKinney Act and HOME).

**City of Newark, New Jersey – Training and Education Center.** The Newark, NJ Housing Authority approached TFG for assistance in funding the construction of Weequahic Park East Training Recreation Education Center (TREC), a state-of-the-art, 28,000 square foot facility capable of providing space for educational classes, community meetings and fitness activities. TFG helped the Housing Authority draft, edit and apply to the HUD's Capital Fund Education and Training Community Facilities program. The Housing Authority's \$5 million grant was the largest single award provided by this HUD program in recent years.

**City of Oceanside, California – Veterans Housing.** The City of Oceanside, CA sought assistance from TFG to address the specific needs of both homeless and low-income veterans in their community. The veteran population was on the rise and the Oceanside Housing Authority was struggling to provide adequate services to this population. TFG assisted by working with the City and several local organizations to gather data specifically on housing assistance needs for military veterans and their families separating from active duty from the U.S. Marine Corps at Camp Pendleton and/or the U.S. Naval Installation in San Diego. TFG then coordinated a meeting with key officials at HUD, which resulted in identifying additional federal partners to engage and provide details on available federal resources. The City's Housing Authority applied for HUD Veterans Affairs Supportive Housing (VASH) vouchers to distribute to qualified Oceanside-based veterans and was awarded 40 vouchers for the first time. Due to the success of the housing authority's efforts to provide vouchers to the veterans, they were subsequently awarded an additional 45 tenant-based vouchers the following year.

**City of Roseville – Homeless Assistance and Veterans Assistance.** The City of Roseville has undertaken a positive and forward-thinking effort to develop an understanding of regional homelessness to find meaningful ways to address this important issue, especially as it relates to homeless veterans. TFG helped coordinate meetings with top officials at HUD and the Veterans Administration (VA) to discuss Roseville's efforts and to find ways to work with HUD and VA to assist those in need. The City and VA continue to make positive steps forward, including facilitating easier meetings for veterans with caseworkers by providing meeting space at City facilities.

## Public Safety and Social Services

TFG staff are experts in Department of Justice (DOJ) and Department of Homeland Security (DHS) programs, which provide funding for local governments. Our work is focused on assisting our clients in the preparation of grant applications and developing working relationships with key DOJ and DHS officials.

**Charles County, MD – Hiring Funds for Sheriff's Office.** Shortly after being hired by the County in 2016, TFG prepared for the Charles County Sheriff's Office a COPS Hiring grant application. The Sheriff's Office was awarded \$375,000 to hire three Sheriff's deputies. This was the first successful grant application for the Sheriff's Office after numerous attempts.

**Loudoun County, VA – Personal Protective Equipment.** In 2016, the Loudoun County Fire, Rescue and Emergency Management Department received a \$2,000,000 award from the Assistance to Firefighter (AFG)

Grant Program. The award allowed the Department to purchase Self Contained Breathing Apparatus (SCBA) for firefighting personnel. TFG assisted the County throughout the entire grant process.

**City of Fairfield, CA – Retention of Police Officers.** When funding became available through the DOJ's COPS Hiring Program to hire and retain police officers, the Fairfield Police Department had just suffered through a two-year period that saw nearly 18 full-time positions eliminated. TFG worked with the Fairfield Police Department to submit an application to this grant program and gathered political support for the funding request. The Department was awarded \$1.8 million in grant funding, which enabled it to retain five officer positions that were slated to be cut in the upcoming local budget.

## Transportation

TFG has been involved in federal transportation issues since our inception. In fact, our first clients engaged us to specifically address federal and local transportation issues they were facing. TFG has helped our clients secure billions of dollars in federal authorizations, appropriations and grants, and has been involved in every highway authorization bill enacted by Congress.

**El Paso County, CO – TIGER Planning Grant.** TFG helped El Paso County, CO, secure a \$1.2 million TIGER planning grant. TFG professionals worked with the County from the project's inception to application submission to craft a winning application with significant political support. To accommodate Fort Carson's ongoing expansion, El Paso County is working with the U.S. Army to reopen a gate to provide alternate access to the base's military training infrastructure. The roads leading to this gate are in substandard condition and are unable to support expected traffic resulting from the reopened gate. The project will develop conceptual design and preliminary engineering for rehabilitation of the two roads impacted by the reopening. TFG continues to assist El Paso County on the implementation of the TIGER grant project and is working with the County, regional partners, DOT, and the Congressional delegation to position the project for future TIGER funding.

**Butte County Association of Governments, CA – Transit and Maintenance Facility.** TFG helped the Butte County Association of Governments (BCAG) secure one of the largest grants of the fiscal year from the Federal Transit Administration's State of Good Repair grant program. The \$18 million was used to construct the Butte Regional Transit Operations and Maintenance Facility, which allowed BCAG to expand transit operations in the County. TFG assisted BCAG throughout the entire grant application process including advance preparation for the project, generation of political support, draft of the grant application, and final review. The project represented the seventh-largest award in the nation and the highest award for a rural community.

**City of Greenville, NC – New Interstate Designation.** TFG worked with Greenville's Congressional Delegation, the U.S. Department of Transportation, the North Carolina Department of Transportation (NCDOT), and the American Association of State Highway and Transportation Officials (AASHTO) to get a road leading into Greenville designated as a future interstate highway. The City is the largest in the state of North Carolina that does not have direct interstate highway access. We coordinated with all parties to secure a Memorandum of Understanding between NCDOT, the Governor's Office and the Federal Highway Administration that the project will meet interstate standards within 25 years. On a parallel track, Greenville's bipartisan Congressional Delegation introduced a bill that designates the road a future interstate. TFG facilitated this effort using our Congressional, federal agency, AASHTO, and state and local relationships. Future Interstate 587 was approved by then-Transportation Secretary Anthony Foxx on November 21, 2016.

## Water Resources and Infrastructure

TFG has extensive experience with water resources issues, particularly water infrastructure development, planning and implementation, flood control, harbors, ports, environmental restoration, and shore protection. In addition to securing federal funding assistance, TFG's water resources practice provides strategic counsel in the legislative and regulatory arenas.

**San Luis Obispo County, CA – Los Osos Wastewater Facility.** The community of Los Osos is required to improve wastewater facilities to prevent polluted waters from leaching from thousands of private septic systems into Morro Bay National Estuary. The County was originally barred from competing for grant funding under USDA's Rural Utilities Service (RUS) grants and loans because Los Osos exceeded the regulatory population limit. TFG worked with the County to accurately define the area of benefit and worked with the County's Congressional Delegation to secure legislation providing a population limitation waiver to Los Osos. This action allowed the County to compete for USDA funding, resulting in the largest Recovery Act grant and loan provided by RUS. In addition to environmental and water supply benefits, the project provides opportunity for economic development by way of planned and approved build-out of the area served by the project.

**Multiple Clients – Development of WIFIA.** On behalf of our water clients, TFG was active in advocating for legislative language in the Water Resources Reform and Development Act (WRRDA) that created a new Water Infrastructure Finance and Innovation Act (WIFIA). TFG advocated for a program that allowed our clients to participate in financing opportunities that are affordable and fit their needs. We also wanted to ensure that the State Revolving Fund (SRF) programs were not diminished by a new WIFIA program. Innovative financing tools, like WIFIA, will create opportunities for public agencies to save money by providing access to federally-backed, low-cost, long-term financing. The savings to a local government from WIFIA are significant. WIFIA can reduce the annual debt service cost for financing public works water projects by an estimated 20 percent or more compared to traditional municipal financing.

**North Bay Water Reuse Program, CA – Water Reuse Funding.** TFG worked with the North Bay Water Reuse Program, a regional group composed of seven public utility agencies in Napa, Sonoma and Marin Counties, to secure \$3.8 million in federal competitive grant assistance through the Bureau of Reclamation's WaterSMART program. The funds are being used as part of a program to recycle up to 3,757 acre-feet of water per year for beneficial uses in agriculture, irrigation and habitat restoration. In Napa, the funding will help complete a pipeline project that will provide up to 1,000 acre-feet of water per year for irrigation uses and agriculture. The Sonoma County portion of the funding will complete a 3.5-mile pipeline near the Sonoma-Napa County border that will deliver recycled water to help restore 640 acres of former salt ponds. The Salt Marsh project is one of the largest wetland restoration projects in the West.

## City of Los Angeles Work

TFG, nor any of the individuals identified for the Inyo County advocacy team, have ever performed any direct services on behalf of the City of Los Angeles or the Los Angeles Department of Water and Power. In the interest of full disclosure, TFG staff, outside of the Inyo County advocacy team, represent the Southern California Public Power Authority (SCPPA), which is a joint powers agency, representing 11 publically owned electric utilities and one irrigation district – one entity of which is the Los Angeles Department of Water and Power. Our work for SCPPA is solely focused on power-related issues.

# Key Personnel

## Inyo County Advocacy Team

TFG’s approach to staffing is to assemble a team of individuals who, by education, training and professional experience, are best positioned to provide the greatest value to the client. One team member is selected as the client manager and serves as the primary point of contact, oversees distribution of work, and ensures quality work product for the client. TFG’s professional team works closely together and draws from the expertise of other TFG professionals who are not specifically assigned to the client to provide incomparable service to the client.

Understanding the County’s current federal priorities and needs, TFG proposes the following Team for Inyo County. Full resumes can be supplied upon request. In addition to your designated team, the County will have access to all members of TFG’s professional staff. Biographies of all members of the firm can be found on our website at [www.thefergusongroup.com](http://www.thefergusongroup.com).

Team Member	Responsibilities
<b>Kristi More</b> <b>Managing Partner for Strategic Development</b>	Kristi will serve as the team leader and main point of contact to the County.
<b>Roger Gwinn</b> <b>Chief Executive Officer</b>	Roger will assist the County on water and natural resource issues with a specific emphasis on federal funding for water infrastructure.
<b>Jennifer Imo</b> <b>Managing Partner for Client Services</b>	Jennifer will assist the county on transportation issues with a specific emphasis on the Federal Aviation Administration and airport services.
<b>David Hoover</b> <b>Senior Advisor</b>	David will assist the County on all issues related to broadband, communications, and fiber infrastructure and deployment.
<b>Stephanie Missert</b> <b>Senior Associate</b>	Stephanie will assist the Client Manager on all of the County’s priorities with a particular specialty in rural and natural resource issues.
<b>Heidi Schott</b> <b>Senior Associate</b>	Heidi will be responsible for overseeing all grant preparation, development, and submission for the County. She will also support the County on economic development initiatives.



## **Kristi More**

### **Managing Partner for Strategic Development**

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Kristi More joined TFG in 2000 and specializes in transportation, water, economic and rural development, agricultural, and federal funding for local governments. She is a former staff assistant for a California state representative; intern for the District of Columbia Office of the Corporation Counsel, concentrating on legal and legislative issues concerning the abuse and neglect of children and the elderly; and intern for the California Cattlemen's Association, focusing on land, water, and air quality concerns surrounding the beef industry.

Kristi is based in TFG's Northern California office and primarily works on behalf of local governments and public agencies in the Western United States. Since joining TFG, Kristi has concentrated on expanding the firm's services to small, rural areas. Born and raised in a small, rural county in California (population 20,000) that is abundant in natural resources and federal lands, Kristi understands the delicate balance rural counties face when trying to address the needs of their citizens. Kristi has worked to develop working relationships between Congress, federal agencies, and her rural clients. These relationships have benefited rural communities through direct appropriations and authorizations, as well as contributed to the Congressional offices gaining a better understanding of the unique problems and needs of rural America. Kristi also serves as the Federal Director of the TFG-managed Agricultural Floodplain Management Alliance, an organization of local governments, organizations, farmers, and businesses focused on preserving the agricultural industry in the nation's floodplain.

Her representation of rural counties has resulted in almost \$120 million in federal funding, authorizations, and loan authority for projects related to 911 Dispatch Centers, local library upgrades, sewer and storm drain rehabilitation, economic development, drug-endangered children programs, local and regional transportation infrastructure, drinking and waste water treatment, and regional interoperable communications.

Kristi received her B.A. in Political Science from the University of California at Davis. Kristi also serves on TFG's Management Committee as the Managing Partner of Strategic Development.



## **Roger Gwinn**

### **Chief Executive Officer**

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Roger Gwinn, TFG's CEO, oversees the management of the firm and overall operations, including the delivery of client services and the development of new offerings to address the evolving needs of clients. Roger represents public agency and private interests specializing in energy, water and environmental policy issues, water resources, community development, and technology. A nationally-recognized water infrastructure expert, Roger is known for creating and executing innovative and successful strategies to meet the challenging and complex needs of clients.

Recognized by Influence Magazine as one of Washington's six "Top Gun" appropriations lobbyists, Roger joined TFG in 1993. Roger spent 15 years on Capitol Hill, serving two members of Congress and as an associate staff member on the House Committee on Appropriations.

Roger leads the firm's representation of large-scale, regional water resources, environmental protection and economic development initiatives. Roger helped launch federal efforts to support restoration and protection of the Puget Sound and, ultimately, the Pacific Coastal Salmon Recovery Fund, which has steered just under \$1

billion to this multi-state ecosystem restoration effort since FY 2000. He has worked with dozens of communities nationwide to help them secure hundreds of millions of dollars in federal funds for storm water, wastewater and drinking water system improvements. For example, he helped one rural community secure more than \$80 million in federal assistance to help defray the local construction costs of a new regional drinking water facility. In addition, Roger has led the firm's representation of regional scale water reuse projects, including one where seven public agencies in three counties are collaborating on a comprehensive regional water reuse program to help address water quality concerns and the water supply needs of agriculture, urban areas and the environment.

A long-time advocate of federal support for low-cost, long-term financing for water, wastewater and storm water infrastructure projects, such as the financing that has been provided in the recently proposed Water Infrastructure Finance Innovation Act (WIFIA), Roger leads TFG's efforts to improve existing policies and enact new legislation to broaden access to federal grants and create new financing options to help deal with the complex water challenges of today and tomorrow.

Roger was a member of the inaugural class of the Stennis Congressional Staff Fellows Program. He is among the founders of *eCivis*, the nation's leader in online grants information and grants management for local governments. Roger earned his B.A. in Political Science from North Carolina State University.



## **Jennifer Imo**

### **Managing Partner for Client Services**

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Jennifer Imo, a partner at TFG and member of the firm's management committee, represents municipal governments with a focus on community and economic development, transportation, public works, criminal justice, and public safety. In addition, she serves as the Federal Director of the National Association of Towns and Townships, a local government advocacy group that represents the interests of nearly 10,000 towns and townships across the country. In April 2011, TFG launched the General Aviation Airport Coalition, a national coalition of general aviation airports, and Jennifer serves as the organization's Executive Director.

Jennifer provides strategic consulting and federal advocacy services for her clients, helping them find innovative ways to address local issues and fund local priority projects. As a result of her successful strategizing and strong relationships with Congressional offices, Jennifer's clients have secured more than \$100 million in federal appropriations, authorizations and competitive grants in the 12-plus years she has been with TFG.

Additionally, Jennifer fosters productive relationships between her clients and various federal agencies. On behalf of the National Association of Towns and Townships, she led an effort to secure bipartisan Congressional and administrative support for an initiative that repealed a costly unfunded mandate on state and local governments related to road sign replacement. In addition, she facilitated a working relationship between the Department of Labor's Employment and Training Administration and a local government to develop a program for displaced workers who lost their jobs in furniture and textile plant closings. She also negotiated an agreement between the Federal Transit Administration and a community that enabled county leaders to spend Congressionally-appropriated funds immediately instead of having to wait for the lengthy disbursement process, ensuring that an important project was not delayed.

Jennifer lobbies Congress on a variety of legislative issues of interest to local authorities. She works closely with groups like the National Association of Counties and the National League of Cities to affect legislation that touches many aspects of local government. She has spoken at numerous conferences and webinars on a variety of local issues, focusing primarily on helping communities access federal support for local priorities and initiatives.

She earned her B.A. in Political Science and Psychology from the University of North Carolina at Chapel Hill, and her J.D. from Wake Forest University.



## David Hoover

Senior Advisor

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David Hoover is a Senior Advisor at The Ferguson Group, providing strategic counsel on technology and telecommunications policy issues. Hoover is an accomplished government relations and public policy executive with more than 20 years of experience leading advocacy campaigns, conducting research, analyzing federal policies, and building relationships with members of Congress, federal agencies, industry and public interest groups.

Prior to joining TFG, David served as vice president of legislative affairs at NTCA-The Rural Broadband Association, where he planned and implemented federal legislative strategy on behalf of the association's more than 800 independent, community-based telecommunications companies. Previously, David was director of government affairs at CTIA-The Wireless Association, where he lobbied on a variety of issues including spectrum, taxes, telehealth, and universal service. He also served as policy director for the trade group.

Earlier in his career, David was director of research at NCTA – The Internet & Television Association and also covered the telecom and media industries as an analyst with The Precursor Group®, Legg Mason and the Schwab Washington Research Group.

David earned a Master of Arts in Telecommunications from Michigan State University's College of Communications Arts and Sciences and a Bachelor of Science in Journalism from Ohio University's E.W. Scripps School of Journalism.



## Stephanie Missert

Senior Associate and Manager of Policy and Regulatory Affairs

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Stephanie Missert is a Senior Associate and Manager of Policy and Regulatory Affairs at TFG. She serves as a federal legislative analyst and advocate for the firm, specializing in federal funding, policy and regulations for public, private and nonprofit clients.

Stephanie concentrates on the identification of federal, state and foundation water resources funding opportunities, and is dedicated to ensuring local resources are used effectively to achieve local priorities. She is also one of the firm's experts in national flood policy and legislation. Stephanie has worked with TFG's Grants Team to apply for and secure federal grants through the US Department of Homeland Security, US Department of Justice, US Department of Agriculture, US Department of Transportation, US Department of



the Interior, and US Environmental Protection Agency. Stephanie worked with TFG's Grants Practice to develop the TFG Grant Funding Guide, a report TFG provides to clients which evaluates potential funding opportunities for identified projects. Finally, Stephanie serves as the intern coordinator for the firm.

Prior to joining TFG, Stephanie worked for United States Senator Kirsten Gillibrand in the western New York regional office. Stephanie graduated magna cum laude from Niagara University with her B.A. in History and Minor in Economics, focusing on late 20th century American domestic and foreign policy. She is a member of Phi Alpha Theta, the National History Honor Society.



## Heidi Schott

### Senior Associate and Manager of Grant Services

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Heidi Schott is an integral part of the TFG's Grants Team. She specializes in grants services for public agencies and nonprofit organizations on a wide variety of funding and program operations. She undertakes complex policy and research analysis on housing, public safety, economic and workforce development, education, transportation, environment and water resources issues. She has been successful leading, developing, advising on and writing competitive grant proposals since joining the firm. She also has experience administering HUD entitlement programs, having drafted Consolidated Plans, Annual Action Plans, Environmental Record Reviews, and Analysis of Impediments to Fair Housing reports for clients.

Heidi's grant experience is significant, having successfully secured funding from DOT, DOJ, HUD, DHS, USDA, and EPA. In 2016, she assisted clients to secure approximately \$11 million in grants and loans. Some of her 2016 accomplishments include a \$2 million FEMA Assistance to Firefighters Grant for Loudoun County, VA; a \$999,600 DOJ Body-Worn Camera grant for Los Angeles County, CA; a \$222,663 USDA Farmers Market Promotion Program grant for College Park, GA and a \$250,000 USDA Rural Community Development Initiatives grant for Southeast Rural Community Assistance Project. Her success in 2015 includes a \$3.7 million in HUD Lead Hazard Reduction Demonstration Grant for the City of Harrisburg, PA, as well as a \$375,000 DOJ COPS Hiring Program Grant for the City of Woodland, CA. Also in 2015, Heidi wrote and secured a \$25,000 USDA Local Food Promotion Program Grant and \$438,001 in DOJ Grants to Encourage Arrest Policies and Enforcement of Protection Orders for Cumberland County, ME, and a \$238,435 in FEMA Assistance to Firefighters grant for the Town of Buxton, ME. In 2014, Heidi won over \$14 million in USDA funding for our client, the North Carolina Electric Membership Corporation, and a \$250,000 grant for the Midway City Sanitation District for Air Quality Improvement. Additionally, in 2014, Heidi wrote and won a \$1.2 million TIGER planning grant for El Paso County, CO; a \$572,524 Department of Justice (DOJ) Second Chance Act Grant, and a \$97,000 USDA Local Food Promotion Grant for Cumberland County, ME.

Heidi received her B.A. in European History from the University of Victoria and her Masters in Public Administration, with a concentration in Public Management and Economic Analysis, from George Washington University.

# Work Plan

## TFG’s Approach

TFG has reviewed the Scope of Work included in the RFP and will perform all tasks identified if selected to represent the County. To provide further detail, the following diagram provides a general overview of TFG’s approach to developing a client’s federal advocacy strategy, which is centered on three activity areas: Agenda Development, Advocacy and Communications. A summary of the tasks identified in the diagram follows.



## Federal Agenda Development

**Conduct Strategic Assessment of Opportunities.** TFG will meet with County officials to learn about your priorities and help you define the County’s desired federal goals and objectives. This will allow us to develop an in-depth understanding about priority projects, and to meet with local leadership, staff and partners, as determined by the County. We explore all aspects of the County’s priorities to ensure that you are positioned to take advantage of all opportunities, and that you are aware of any potential threats to your interests.

**Develop Federal Agenda and Strategy.** TFG will develop a Federal Agenda that outlines the County’s federal priorities, as well as the strategy to advance those priorities. Once approved by the County, the Federal Agenda serves as TFG’s work plan, but remains flexible enough to be revised and improved upon, as needed. Making timely adjustments keeps the Federal Agenda current and enables the County to take advantage of new opportunities and to better manage any new challenges that arise. The Federal Agenda is reviewed and revised annually, if necessary, in preparation for the next session of Congress.

## Advocacy

**Preparing for Meetings in Washington, DC.** TFG will work with the County to prepare the materials needed to advance your Federal Agenda, and successfully advocate the County's priorities. Developing persuasive, easy-to-understand messages that promote a well-articulated Federal Agenda are critical to achieving results.

**Effective Bipartisan Advocacy.** TFG strongly believes in a bipartisan approach to federal advocacy – most community needs and issues are not partisan. This approach has enabled our firm and our clients to smoothly transition into working with whichever party holds the majority. It also enables us to work cooperatively within a state's Congressional delegation, which is often bipartisan – like the California delegation.

**Legislative and Regulatory Services.** TFG will shepherd the County's legislative priorities through the entire legislative process, including bill introduction, when applicable, committee hearings, markups, and votes. We will ensure that you push your legislative priorities at the critical time. In Washington, DC, timing often marks the difference between achievable results and a missed opportunity. This process is particularly important when trying to include local priorities in the federal budget or to avoid cuts to critical federal programs. TFG consistently monitors legislative and regulatory action that can be either beneficial or harmful to our clients' priorities. We help our clients engage directly in the legislative and regulatory processes to ensure their support and/or concerns are known.

**Enhance Relationships.** Our team has working relationships with Inyo County's Congressional Delegation. We also have productive working relationships with key Congressional committee chairmen and staff; Administration officials within the Executive Office of the President; and key appointed officials and civil servants within the federal agencies. Additionally, we have existing relationships with stakeholder groups, trade associations and issue-oriented coalitions including, the National Association of Counties (NACo), U.S. Conference of Mayors, National League of Cities, and the American Public Transportation Association. Through these contacts, we remain actively involved in the development of legislation and regulations, as well as the preparation and adoption of the federal budget, annual appropriations bills, and competitive grant applications. By leveraging our contacts, we will enhance the County's existing relationships. In addition, by maintaining regular contact with the County's Congressional Delegation, we will keep them abreast of your priorities and when new issues arise during the legislative year. Just as we assist the County in promoting your priorities, TFG assists federal officials and their staff in identifying and undertaking activities to achieve the County's goals and objectives, being sure to reserve credit for the elected officials where it is due.

In addition, through our representation of the National Association of Towns and Townships, TFG has developed close working relationships with coalitions and organizations focused on rural communities. Those groups include the Campaign for a Renewed Rural Development, run out of NACo, and the REBUILD RURAL coalition, run out of the Farm Credit Council. TFG will utilize the connections we maintain with these groups to enhance our representation of the County on its rural issues. We will also work to help build relationships between these groups and the County.

**Schedule Washington, DC Meetings.** TFG practices a cooperative team approach in which the County is an integral part of the education and advocacy process in Washington, DC. We are committed to helping you become your own best advocate and will work closely with you to identify the best timing, audience and message when you are in Washington, DC. TFG encourages our clients to make at least one trip to Washington, DC to meet with their Congressional delegations and relevant federal agencies, and sometimes an additional trip is warranted depending on the progress of an issue and/or project.

TFG's team will prepare meeting materials, provide recommended talking points, brief you in advance, discuss political strategies, and answer all your questions to help you optimize your effectiveness during advocacy meetings and otherwise. Knowing how to deliver the right message to the right people is essential to successful advocacy and a cornerstone of TFG's clients' success.

TFG will make all arrangements for the most effective use of your time, resources and effort. We will coordinate meetings with Members of the Inyo County Congressional Delegation, other targeted Members, Congressional and committee leadership, and key federal agencies where it is important to raise the County's profile and to advocate effectively for the goals and objectives in the Federal Agenda. We personally guide you through these visits in Washington, DC, assist with related logistics, and provide all the necessary follow-up.

As noted previously, our California presence also allows us to schedule and attend meetings with key federal agency officials and staff as well as Congressional offices in local and regional offices in California and the West. This allows our clients to utilize all avenues and all contacts to reach their goals locally, regionally, and nationally.

## Communications

Regular and efficient communication is essential to successful working relationships with our clients. We provide regular status reports, including monthly and year-end reports, to the County to review the status of each priority project and issue on the County's federal agenda. Based on your needs and availability, we can also convene regularly scheduled conference calls. Personalized reports to our clients include grant summaries and profiles that provide tips on how to be successful; topic-specific funding guides that review available grant and loan opportunities; legislative trackers that review pending bills related to a certain topic; and policy issue briefs that provide historical background and new developments on regulatory and administrative issues.

In addition to more personalized updates from your advocacy team, the County will benefit from the following communications: every Monday, TFG releases a Weekly Legislative Update and a Water and Natural Resources Update that provide a brief synopsis of relevant action that occurred the week before, as well as an outlook of what to expect from Congress and/or the Administration in the coming week. These outlooks include information on Congressional committee meetings and hearings. On Fridays, TFG provides a list of grant solicitations that were published that week, and we distribute quarterly grants reports that announce upcoming grant opportunities. TFG also develops comprehensive reports on major events coming out of Washington. For example, over the last several months, TFG prepared special reports for our clients on pending legislative matters after the Thanksgiving break, the release of the President's FY 2019 budget request, the announcement of the White House infrastructure plan, and the recent passage of the FY 2018 omnibus appropriations bills. We tailor these reports to focus on specific issues and areas of importance to local governments.

TFG periodically holds webinars on a variety of legislative issues that are important to our municipal clients, such as: transportation, sustainability, public safety, and housing. We also hold webinars on specific federal funding opportunities to help clients understand and navigate the parameters of major federal grant programs. These webinars feature TFG subject-matter experts, but also regularly include federal officials and other key experts, who provide insight into federal programs and strategies for increasing the competitiveness of client applications. Webinars are provided at no cost to TFG clients and all webinars are recorded and made available to clients after they are conducted, so that clients may circulate the presentations to colleagues.

## Examples of Client Communications

The following snapshots are provided as examples of our weekly client communications. Additional samples of specific client work can be provided upon request.



### Weekly Legislative Update March 19, 2018

#### Congressional Outlook

The House and Senate are in session this week. The House will consider [11 bills](#) under suspension of the rules, including the Strengthening Local Transportation Security Capabilities Act (H.R. 5088), which would reduce emergency response times by putting more federal law enforcement officers and resources near high-risk surface transportation assets. For the remainder of the week, the House will vote on the Alleviating Stress Test Burdens to Help Investors Act (H.R. 4958), which exempts non-bank financial institutions that are not under supervision by the Federal Reserve from the Dodd-Frank Act's stress testing requirements; the Trickett Wendler, Frank Mongiello, Jordan McLean, and Matthew Bellina Right to Try Act of 2018 (H.R. 5247), which would improve access to experimental treatments for patients with terminal diseases or conditions; and the Financial Stability Oversight Council Improvement Act of 2017 (H.R. 4061), which amends the Dodd-Frank Act to require the Financial Stability Oversight Council (FSOC), when determining whether to subject a U.S. or a foreign nonbank financial or Reserve, to consider the appropriateness of imposing height to other forms of regulation to mitigate identified risks to U

The Senate will vote on the nomination of Kevin McAleenan and Border Protection. The Senate will also vote on the At Sex Trafficking Act of 2017 (H.R. 1855), which proposes providing new tools to law enforcement to prosecute criminal advertisements for prostitution and solicitation of victims of vote on a resolution (S.J. Res. 54) directing the removal hostilities in Yemen that have not been authorized by Con War Powers Act.

House and Senate negotiators are still trying to complete trillion spending measure to fund the federal government for stopgap spending bill runs through Friday, March 23, giving a bill. Negotiators are trying to resolve disputes over an agreement on the bill. House leaders may release the text Monday night, with a vote by Wednesday, with Senate con

On Monday, President Trump will travel to New Hamp epidemic at Manchester Community College. On Tuesday Prince Mohammed bin Salman at the White House.

#### Week in Review

##### Cabinet Secretaries Testify to Senate Committee to Sell Infrastructure Plan

On March 14, five Trump Administration secretaries testified before the Senate Commerce, Science and Transportation Committee to defend and sell President Trump's [infrastructure plan](#), which was released in early February. The hearing, which aimed to examine the various infrastructure policy reforms proposed by the Administration, featured Transportation Secretary Elaine Chao, Commerce Secretary Wilbur Ross, Labor Secretary Alexander Acosta, Agriculture Secretary Sonny Perdue, and Energy Secretary Rick Perry. The biggest issue discussed at the hearing was how to pay for the proposal, which the White House has yet to officially comment on. After the hearing, Committee Chairman John Thune (R-SD) told reporters, "There are some other offsets that we could come up with to put together a decent package, but to get the big really robust package the president's talking about, we have to come up with a significant source of revenues... And so far those haven't been identified." [Read more...](#)

##### Farm Bill Talks Stalled in the House

The farm bill is up for reauthorization in 2018, and consideration of both bills has generally been on track, with both committees planning to markup legislation in March or April. However, last week consideration ran into a snag in the House after Democrats opposed possible cuts to the food stamps program, also known as SNAP. Representative Collin Peterson (D-MN), the House Agriculture Committee's top Democrat, said Thursday that he would heed his colleagues' request that he stop negotiations until Chairman Michael Conaway (R-TX) gives members the text of the proposed farm bill, along with cost estimates and impact assessments. The Chairman originally hoped to release the farm bill text in preparation for markup the week of March 12 or March 19

The Chairman could move the legislation out of committee without help from Democrats, but that could make it more difficult to win support from the Democratic Caucus on the House floor. If there were any conservatives that were not supportive of the legislation, Chairman Conaway would need some Democratic votes to avoid defeat on the House floor. [Read more...](#)

##### House Passes Secure Our Schools Program Reauthorization

On March 14, the House passed the Student, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (H.R. 4908) by a vote of [407-10](#). The bill would reauthorize DOJ's Secure Our Schools program at \$75 million annually for FYs 2019-2028. There is also a [version](#) of the STOP School Violence Act in the Senate. The two bills are roughly similar but are not the same: the Senate STOP Act would authorize more grant funding, for example. [Read more...](#)

##### Senate Passes Dodd-Frank Reform Bill

On March 14, the Senate passed the Economic Growth, Regulatory Relief, and Consumer Protection Act (S. 2155) by a vote of [67-31](#). The bill would roll back several Dodd-Frank Act regulations for small and medium-sized banks. The bill also includes the Municipal Finance Support

**TFG Grants Update**  
 March 23, 2018



**New Grant Opportunities  
 Announced**

**Grants by Agency**

[Department of Interior](#)  
[Department of Justice](#)

*The TFG Grants Update highlights all federal and foundation grants of interest to a local government that have been announced in the current week. For additional information about any grants you see in this email, please contact your client manager, or*

Karl Kalbacher, P G  
 Director of Environment  
 Economics & Grant  
 Services. [via email](#)  
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**Department of Interior**

**FY 2018 WaterSMART Grants Program: Water and Energy Efficiency Grants** - The purpose of this program is to support projects that result in quantifiable and sustained water savings. Projects supported through this program will conserve and use water more efficiently, increase the production of hydropower, mitigate conflict risk in areas at a high risk of future water conflict, enable farmers to make additional on-farm improvements in the future, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by May 10, 2018. [Click here](#) for more information.

**FY 2018 WaterSMART Grants: Small-Scale Water Efficiency Projects** - The purpose of this program is to support small-scale on-the-ground water efficiency projects that seek to implement work identified through previous planning efforts. Projects supported through this program will conserve and use water more efficiently, mitigate conflict risk in areas at a high risk of future water conflict, and accomplish other benefits that contribute to water supply reliability in the western United States. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery

**FY 2018 WaterSMART Grants Program: Water Marketing Strategy Grants** - The purpose of this program is to proactively address water supply reliability and increase water management flexibility by supporting the development of water marketing strategies that will establish or expand water markets or water marketing activities between willing participants. Water markets between willing buyers and sellers can be used to help water users meet demands efficiently in times of shortage, thereby helping to prevent water conflicts. Eligible applicants include states, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority. Eligibility is limited to applicants located in the western United States or territories, specifically Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands. Applications must be submitted by July 17, 2018. [Click here](#) for more information.

**Department of Justice**

**FY 2018 Specialized Services and Mentoring for Child and Youth Victims of Sex Trafficking** - The purpose of this program is to support efforts to provide mentoring services for children and youth who are victims of commercial sexual exploitation and domestic sex trafficking (CSE/DST). Projects will prevent further victimization of children through mentoring, support services, and community awareness activities. Projects must provide direct service to youth up to the age of 18. Eligible applicants include State, local and Tribal governments, academic institutions, non-profit organizations and for-profit organizations. Applications must be submitted by May 15, 2018. [Click here](#) for more information.

**FY 2018 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative** - The purpose of this program is to encourage local jurisdictions to work with their Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) partners to utilize intelligence, technology, and community engagement to swiftly identify firearms used unlawfully and their sources, and effectively prosecute perpetrators engaged in violent



Special Report  
**Highlights of the  
 FY 2018 Omnibus  
 Appropriations  
 Package**

March 23, 2018

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LEGISLATIVE SERVICES DIVISION - COUNTY OF INYO



**Introduction**

On March 21, 2018, Congress released the 2,283-page bill of the \$1.3 trillion fiscal year (FY) 2018 omnibus appropriations bill, the Consolidated Appropriations Act, 2018. The omnibus will fund the federal government for the remainder of FY 2018 (through September 30, 2018). Explanatory Statements for each division of the bill are available [here](#).

The current Continuing Resolution (CR) funding the government expires on Friday, March 23. The House swiftly passed the bill on March 23, just hours after the bill text was released by a vote of 256-167. The Senate passed the bill in the early morning hours of March 23 by a vote of 63-32. President Trump's priority threatened to veto the bill because it does not address the Deferred Action for Childhood Arrivals (DACA) issue or provide enough funding for the Southwest border wall. However, he ultimately decided to sign the bill, warning Congress during a news conference that he would never sign a bill like this again. He also called on Congress to show him five-year veto power for future spending bills.

Overall, the omnibus adheres to the recently enacted budget caps agreement, providing an additional \$80 billion for defense and \$83 billion for non-defense spending. The increase in defense spending is the largest year-to-year increase since the beginning of the War on Terror. Most of the increases in domestic spending are directed towards programs to fight the opioid epidemic for homeland security, and for infrastructure. The bill includes nearly \$4 billion in resources to combat the opioid crisis by investing in treatment, prevention and law enforcement programs. Congress also provided over \$1.5 billion to support the President's request for funding for a physical barrier and associated technology along the Southwest border. Regarding infrastructure, the bill provides an influx of approximately \$1.1 billion for a variety of infrastructure programs, including programs to build and improve transportation, water, cyber and energy infrastructure.

Summaries of each division of the omnibus are provided in this memo, which was assembled in part with information provided by the House and Senate Appropriations Committees.

## Grant Services

As part of the Federal Agenda and strategy, there likely will be a significant grants component. TFG's Grants Office will support the team representing Inyo County to ensure all relevant competitive grant opportunities are explored. As previously mentioned, the County will receive a weekly list of newly published federal competitive grant solicitations and a quarterly outlook to give you enough time to prepare for upcoming grant opportunities. TFG's team provides the following key competitive grant services:

**Opportunities Analysis.** TFG provides a comprehensive approach to developing project priorities and identifies the best funding opportunities for those projects. We provide a full report of funding options and a recommended action plan that will improve award rates.

**Project Evaluation.** The project evaluation focuses on identifying funding opportunities for your specific projects. TFG will provide a list of funding opportunities along with recommendations about the best approach based on the project.

**Strategic Advice.** Once an opportunity is identified and you decide to move forward, we guide you in positioning the application for success. Central to our success is knowledge of the underlying program authorizing legislation and priorities of the grant-making agency.

**Inside Track.** We help put you face-to-face with program officers and decision makers within funding agencies. TFG gives our clients a competitive advantage: we pitch your projects while developing relationships with key agency officials and staff while gaining valuable insight on agency priorities related to specific grant opportunities.

## Approach and Likelihood of Success

TFG thoroughly reviewed the issues and priorities outlined in the RFP, as well as the history of Inyo County. Please note that TFG has experience working on projects similar to every one of the projects identified on the list of Current Funding Needs in Section III of the RFP. As requested, we are outlining our recommended approach for two of these projects, including the Final Mile Fiber Optics project and the Water Systems project.

Managing expectations is a very important part of our client representation. We approach every project/issue with the expectation that it will succeed, but do not like to predict the likelihood of success. There certainly have been occasions where our clients have not succeeded in attaining a project or issue goal. We don't stop there, but find out what we could have done to be successful and make the necessary adjustments to ultimately achieve the best result for our clients.

### Final Mile Fiber Optics

Working in conjunction with the County and interested stakeholders, TFG will plan to review, apply and advocate for both grant, loan, and loan-guarantee opportunities at both the federal and state level that fund "final mile" broadband planning, deployment, and adoption in the County. TFG staff has a lengthy history of demonstrated expertise and success in applying for these funds, as well as established relationships with the administrators and staff of these programs, especially within the U.S. Department of Agriculture (USDA), the U.S. Department of Commerce, and the Federal Communications Commission. TFG staff will work with



representatives from municipal government, tribal authorities, and broadband providers in the County to create a cohesive strategy that ultimately identifies the funding options that are best-suited for these local entities, create the most benefit for the region, and have the greatest likelihood of success.

**Possible Sources of Funding.** TFG specifically recommends these four federal programs for funding broadband deployment in the County. Two lending programs within the USDA Rural Utilities Service (RUS) – the Telecommunications Infrastructure Loans and Guaranteed Loans and Broadband Loans and Guaranteed Loans – support the construction, maintenance, improvement, and expansion of telephone service and broadband in rural areas or towns with a population of 5,000 or fewer. Eligible applicants include most entities that provide telecommunications in these qualified rural areas. Funding is available in the form of cost-of-money loans, guaranteed loans, and hardship loans. Of worthy note, RUS has the discretionary authority to apply provisions of the Substantially Underserved Trust Area (SUTA) statute to both programs. Those provisions include: offering interest rates as low as 2%, waiving non-duplication requirements, waiving matching or credit support requirements, extending repayment terms, and giving eligible applications the highest funding priority. SUTA was implemented to assist tribal governments with their infrastructure needs. However, non-tribal applicants can also request SUTA consideration.

Community Connect Grants provide financial assistance to eligible applicants in the provisioning of broadband service to all premises in currently unserved, lower-income, and extremely rural areas. Grant funds may be used to finance the construction, acquisition, or leasing of facilities, including spectrum, land or buildings to deploy service to all participating critical community facilities and all required facilities needed to offer such service to all residential and business customers located within the proposed funded service area. The application window for 2018 has closed, but opportunities to apply occur annually, usually during the second quarter, and we can work with the County to be prepared for the next solicitation. An estimated 15 awards ranging from \$100,000 to \$3 million will be granted in FY 2018.

The considerable interest in rural broadband access issues by policymakers in Washington, DC, has led to the creation of a new grant opportunity within the 2018 Farm Bill that includes sizable funding for network deployment. With the 2014 farm bill expiring on September 30, 2018, Congress is considering reauthorization of the RUS broadband loan program and other broadband-related provisions in the 2018 farm bill, as well as appropriating funding for these programs. In addition, the House and Senate have included funding ranging between \$425 million and \$550 million for a new rural broadband pilot grant program. This is in addition to the \$600 million already allocated for that purpose by Congress in the 2018 Omnibus spending bill.

The RUS is currently drafting the eligibility criteria for these funds. The Omnibus broadband pilot stipulates that rural telephone and broadband service providers, rural electric cooperatives like Valley Electric Association that serves parts of Inyo County, private firms, nonprofits, and governments are all eligible for the funding. As with existing RUS projects, eligible deployments are those that serve rural areas with populations of 20,000 or less, that currently lack sufficient access to broadband service with speeds of at least 10 Mbps/1 Mbps, and that are not currently served by an RUS borrower.

## Water Systems

Addressing drinking water and wastewater needs of rural communities is always challenging. TFG has vast experience assisting communities in meeting their water supply and delivery needs and often helps clients find creative and innovative ways to address those needs in a cost-effective and efficient matter. The communities in Inyo County face a variety of water service issues ranging from water supply infrastructure to overall access

to clean and reliable sources of water. To start, TFG would work with County officials, as well as officials from impacted jurisdictions, to outline all projects and issues related to the County's water systems. This collective list would serve as a driving point for developing a strategy to systematically address each issue and project. Often, showing the whole picture helps strengthen the overall story for each individual component and can help establish a consistent line of federal resources and funding.

**Possible Sources of Funding:** Inyo County's rural designation, as well as the economic standing of some communities, opens the door to opportunities for federal funding in the form of technical assistance, direct grants, and loans from USDA and the Economic Development Administration (EDA). The Rural Utilities Service programs for water and wastewater infrastructure can be utilized to secure long-term, low-interest loans for large-scale water infrastructure projects. USDA direct grants are often awarded independently or in conjunction with these loans, in particular for more economically depressed areas. Similarly, EDA's Community Facilities program helps local communities through technical assistance, grants, and loans plan for and construct water infrastructure projects that help enhance and support local and regional economies. Both USDA and EDA rely significantly on the advice and work of their local, regional, and state offices in determining what projects will receive funding. Application periods for USDA and EDA are typically rolling and the best approach is to start working with local and state offices to develop support for projects before applying for funds. Of particular interest, TFG has found great success recently in working not only directly with the CA USDA office, but also with program officials at USDA in Washington, DC to identify creative solutions and tap in to underutilized programs for project funding.

Depending on the nature and size of the overall project, opportunities for funding also exist under the new Water Infrastructure Finance and Innovation Act (WIFIA) program through the Environmental Protection Agency and the U.S. Army Corps of Engineers. Similar to the State Revolving Fund (SRF) programs, the WIFIA program provides subsidized financing for large dollar-value projects. However, the minimum project size for small communities with a population of 25,000 or less is reduced from \$20 million to \$5 million. While the program can only fund a maximum of 49% of the total project cost, other federal funding can be acquired to bring the total federal share to up to 80%. TFG was instrumental in obtaining the Congressional authorization for the WIFIA program and is currently working with clients whose projects were selected in the first round of funding. The letter of interest process for the next round of WIFIA funding is currently open with a deadline of July 31, 2018.

Likewise, TFG is leading the effort to help create a similar low-interest, federally-backed loan program for the Bureau of Reclamation. Our work includes working with other communities and Members of Congress to pass legislation creating the authority for the new program. Once authorized, the program would provide opportunities for non-Federal sponsors to gain access to low-cost, long-term financing similar to that under WIFIA. The financing would be available to support a wide variety of water supply-related projects, including groundwater and surface water storage projects and water reuse. The loan program enhances existing grant programs under the Bureau of Reclamation's WaterSMART program and creates an additional funding resource for communities in the west to fund water resource projects.

## Outreach Strategy

In general, TFG will apply the work plan strategies previously outlined in this proposal to address each of these projects. TFG will leverage its existing relationships on Capitol Hill, within the federal agencies, and with other national- and state-level organizations to secure resources for Inyo County. In doing so, TFG staff will schedule introductory and follow-up meetings with the offices of Sen. Diane Feinstein (D-CA), Sen. Kamala Harris (D-

CA), Rep. Paul Cook (R-CA-08), as well as officials and staff from targeted federal agencies. Information gleaned from these meetings will be used to strengthen advocacy initiatives and build political support. For the Final Mile project, TFG will work with the County to identify community leaders from local anchor institutions (CAIs), businesses, government, and other stakeholder groups to effectively advocate as a “coalition” for “final-mile” funding at both the federal and state level. In coordination with the coalition, TFG staff will create “talking points”, draft Congressional letters, and media collateral (e.g, OpEds), as needed.

## Information Required from the County

The County will provide or help facilitate the collection of the information that will help strengthen funding applications and proposals for each project. This information includes documentation that matching funds are available when needed for certain federal or state loan, loan guarantees, or grant programs; lists of potential local and regional supporters of the projects such as business and neighboring public agencies; public rights-of-way, zoning regulations, and related information as needed; and any other historical documents that help support the County’s requests to Congress and the federal agencies.

## Ability to Contract and Exceptions

TFG has reviewed the County of Inyo Standard Contract #119 included in the RFP and finds no exceptions to the proposed terms. TFG can meet all requirements identified in Contract #119 including those outlining insurance needs as referenced in the supplemental email to the RFP provided by Mr. Carunchio.

## References

TFG provides Inyo County with the following three references for which we have performed federal advocacy services.

- **Ms. Shari McCracken**  
Chief Administrative Officer  
County of Butte, CA  
**ADDRESS:** 25 County Center Drive, Suite 200, Oroville, CA 95965  
**PHONE:** (530) 552-3305  
**EMAIL:** [smccracken@buttecounty.net](mailto:smccracken@buttecounty.net)  
Client since 2004.
- **Mr. Wade Horton**  
County Administrative Officer  
County of San Luis Obispo, CA  
**ADDRESS:** 1055 Monterey Street D430, San Luis Obispo, CA 93408  
**PHONE:** (805) 781-5011  
**EMAIL:** [whorton@co.slo.ca.us](mailto:whorton@co.slo.ca.us)  
Client since 2009.

- **Mr. Mark Wolinski**  
Government Relations Administrator  
City of Roseville, CA  
**ADDRESS:** 311 Vernon Street, Roseville, CA 95678  
**PHONE:** (916) 774-5179  
**EMAIL:** [mwolinski@roseville.ca.us](mailto:mwolinski@roseville.ca.us)  
Client since 2001.

## Compensation Proposal

TFG spends the time necessary – and typically much more – to bring success to our clients. Our retainer contract approach to professional fees provides budget stability for our clients and gives your lobbying team the freedom to concentrate on achieving measurable results rather than focusing on billable hours. As a retainer client, the County will always have at its disposal TFG’s diverse complement of staff experts in the full range of federal issues to help navigate this new and changing federal environment.

- Fixed Fee:** \$8,000 per month for the duration of the three-year contract period outlined in the RFP.
- Services Provided:** Assumes the equivalent of approximately 18 hours of partner-equivalent time per month. A full retainer contract also provides the County with access to all TFG staff and federal grant services.
- Expenses:** Reimbursable expenses, including out-of-town travel (pre-approved by client), in-town travel (taxicab), long-distance telephone charges, facsimiles, document reproduction, overnight delivery and in-town courier services, would not exceed \$5,000 annually.

TFG stands ready to work closely with you to refine and tailor our retainer fee based on your needs. The figures included in this cost proposal depend on the final scope of services decided upon by the County.

## Services for the City of Bishop Services

TFG understands the strong interplay between cities and counties, particularly those in rural areas. More often than not, rural cities and counties face the same issues, and success in addressing those issues is reliant on a coordinated and cohesive strategy. For this reason, TFG applauds the notion of Inyo County potentially combining forces with the City of Bishop to address mutual priorities and projects. More importantly, TFG can assist both the County and City in developing a unified federal platform to address not only regional needs, but individual priorities for the County and City. In fact, TFG has a history of joint contracts for communities in rural areas, and they remain some of our most successful clients.

While each of our contracts is set up independently, when two entities combine as a regional effort, we typically provide a discount to our normal retainer fees and enter in to one contract. TFG proposes to do the same in the event the City of Bishop elects to partner with Inyo County on advocacy efforts. Under this scenario, our work plan and scope of services would remain the same. The only difference, is that we would

be establishing a set of regional priorities as well as detailing individual projects of importance to each partner. The approach to advocacy would be a combined effort, creating efficiencies and synergy for all parties.

Our proposed compensation under a regional partnership with the City of Bishop would change marginally with an estimated increase of approximately \$2,000 - \$3,000 per month. The combined compensation for the regional contract would then range between \$10,000 – \$11,000 per month with an anticipated equal split between the City and the County, or whatever arrangement works best between the City and County. A scenario like this would reduce the County's monthly fees by approximately \$2,000 - \$2,500, or about 25% - 30%, without the County experiencing any reduction in service. Contractually, the simplest format would be one contract between the County and TFG with a separate MOU or reimbursement agreement established between the City and the County. However, TFG is also not opposed to entering into two separate agreements, one with the County and one with the City, both at the discounted rate.

If selected to represent the County at the federal level, and the option of adding the City of Bishop to the County's advocacy efforts comes to fruition, TFG proposes all parties meet to discuss goals, priorities, and projects to determine the best path forward on a regional agenda and work plan. We pride ourselves on the flexibility of our working arrangements with clients and would put that flexibility to use for both the County and City.

**COUNTY OF INYO**  
**REQUEST FOR PROPOSALS**



**For**

**Federal Advocacy Services**

Deadline for Submission:  
**June 11, 2018**

Submit Proposals to:

**County of Inyo  
Office of the County Administrator  
P.O. Box N / 224 N. Edwards Street  
Independence, California 93526**

## I. OVERVIEW

The County of Inyo invites proposals from qualified individuals and firms to provide the County with long-term **Federal Advocacy Services** focused, primarily, on securing federal funding and grants for an array of public works and economic development projects the County is planning or may pursue in the future. However, from time-to-time, due to federal land tenure patterns described below, the **Federal Advocacy Services** required by the County may extend to policy and regulatory matters.

To provide the County with an opportunity to meet its objective of being able to consider entering into a contract for **Federal Advocacy Services** with an individual or firm deemed responsive to its needs prior to the end of the County's fiscal year on June 30, 2018, the deadline for receipt of proposals is 5 p.m. June 11, 2018. Similarly, if responses to this Request For Proposals indeed result in the County identifying, in its sole discretion, an individual or firm deemed responsive to the County's needs and with whom a proposed contract can be successfully negotiated, staff anticipates requesting the Inyo County Board of Supervisors to consider approving the contract at its meeting on June 26, 2018.

The County desires that any agreement resulting from this Request For Proposals establish a long-term relationship with the selected respondent. Accordingly, unless otherwise proposed in responses submitted and agreed to in the resulting contract, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

Finally, although not a requirement to be considered for the provision of **Federal Advocacy Services** to the County of Inyo, and certainly not expected to be made effective by or prior to June 26, 2018, respondents to this Request For Proposals are invited to consider submitting proposals that identify how their proposal, and any resulting contract, might be modified to provide similar **Federal Advocacy Services** to the City of Bishop, subject to separate consideration and approval by the City of Bishop City Council. The City of Bishop is the only incorporated city in Inyo County, and encompasses an area of 1.9 square miles; boasts a population of approximately 3,832 people; and operates on an annual budget of over \$7 million. Ideally, respondents contemplating a proposal that provides for this option will submit a response whereby a portion of the scope of services proposed to be provided exclusively to the County for an agreed upon fee structure can subsequently be allocated to the City, upon agreement by the Bishop City Council and Inyo Board of Supervisors, with the City paying the County a prorated share of the contract costs. In providing for this option, the County is admittedly seeking to leverage the effort associated with its issuing this Request For Proposals, and the economies of scale associated with any resulting contract, to create a possible "two-for-one" arrangement that

could allow the County of Inyo and the City of Bishop to share in the fixed-costs for **Federal Advocacy Services** while allowing each entity the ability to receive these services acting independently or in concert.

Alternately, respondents inclined to submit a proposal that includes the optional component for providing similar services to the City of Bishop, may choose to structure this part of their response as a separate scope of work with separate fee schedule to be agreed upon between the respondent and City of Bishop, by separate contract. However, respondents embarking on this approach must, in their proposal, clearly demonstrate the cost-benefit of the *two separate contracts* arrangement to **both** the County and the City to receive any consideration in the application of the scoring criteria identified below.

## II. ABOUT INYO COUNTY

Inyo County, California, was organized in 1866 from land set aside from Mono and Tulare counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier, and is located in the central-eastern part of the state. Comprised of more than 10,142 square miles, Inyo County is geographically the second largest county in California, and the ninth largest county in the continental United States.

Inyo County features an unparalleled variety of natural wonders and stunning vistas, recreational opportunities, cultural amenities, and rich native, pioneer, mining, water, and movie making histories. The County is home to Death Valley National Park, and surrounded by the 1.9 million-acre Inyo National Forest. The County boasts the lowest point in the Western Hemisphere, Death Valley's Badwater, at a depth of 282 feet below sea level; and, Mount Whitney, the highest peak in the Lower 48 states, towering at an elevation of 14,505 feet; as well as the oldest living things on Earth in the Ancient Bristlecone Pine Forest.

According to census information, the population of Inyo County in 2016 was estimated to be 18,326 (a decrease of about 1% over the 2000 census). The census also reports a median household income of \$47,000, or 26% below that of the California median, and a median value of owner-occupied homes of \$184,700, or 55% below that of the California median. Census data indicates 7,973 Inyo County households in 2016.



While its vast size and low population translates to a population density of less than 2 people per square mile, the majority of Inyo County's population, 85%, resides in the Owens Valley which runs north and south through most of the western part of the County. While the County seat is located in Independence, located in about the middle of the Owens Valley, the County's population center is approximately 45 miles to the north in Bishop, California. The greater Bishop area has a population of approximately 12,000.



As noted above, the City of Bishop is the only incorporated city in the County of Inyo, and has a population of 3,832. The County is home to five federally-recognized Indian tribes, as well as most of the land associated with China Lake Naval Weapons Station which has its headquarters to the south in Ridgecrest, in Kern County.

In spite of its size, only 1.7% of the land in Inyo County is privately owned. This limits the County's economic output and means for economic growth. The County's largest economic drivers are tourism and hospitality, government services, and agriculture. (A U.S. Locations And Resources Report recently prepared for the County by the Department of Commerce's SelectUSA Program is included with this Request For Proposals as Attachment A and provides additional economic data for Inyo County.) This land tenure pattern, described in more detail below, also results in low tax revenue which, in turn, limits the funds available to the County to provide basic public services or undertake critical infrastructure projects.

Public lands managed by the Federal Government account for 92% of the County's land mass, 67% of which has been federally-designated as wilderness. Over 100 years ago, the City of Los Angeles acquired most of the land (and water rights) in the Owens Valley, and the City – through its Department of Water and Power – controls 3.9% of the land in Inyo County. Los Angeles owns 85% of the land in the Owens Valley, and this figure rises to 98% of the land in and around Owens Valley communities; making growth almost impossible. The State of California owns the remaining 2.4% of land in the County.

The Fiscal Year 2017-2018 County Budget is approximately \$98 million dollars, with almost \$60 million residing in the General Fund.

The County currently sends a delegation comprised of members of the Board of Supervisors and the County Administrator to Washington, D.C. two to three times a year, and has developed good working relationships with congressional representatives and their staff, as well as various agency officials and staff – most notably in the Commerce and Interior departments. Until recently, the County has typically adopted an annual Legislative Platform in January. However the Board of Supervisors' last update of the Legislative Platform occurred in 2014, and it is included as Attachment B to this Request For Proposals. Staff intends to bring an updated Legislative Platform forward for consideration by the Board of Supervisors once the process for selecting a Federal Advocacy Services consultant is completed.

Limited regional commercial air service is currently provided at Mammoth Yosemite Airport, located about 40 miles north of Bishop in Mono County. However, the larger Bishop Airport – a former military airport with three runways – is poised to obtain Part 139 Certification and begin providing more robust commercial air service to the region. The County has and expects to continue benefitting from Federal Aviation Administration discretionary funds for airport improvements. And, Mammoth Resorts has recently expressed its intent to begin directing its commercial air service subsidies to the Bishop Airport.

Digital 395, a publicly-funded, 583-mile, fiber optic "middle mile" project running in parallel with US Highway 395 from Carson City, Nevada, to Barstow, California, provides the Owens Valley with world-class technology infrastructure. The \$109 million project was funded with an

ARRA grant of \$82,263,000 and \$26,837,000 in CASF funds from the California Public Utilities Commission. However, the same market forces (e.g., low population density) that required Digital 395 to be built without private sector investment continue to limit private-sector investment in building-out the “final mile” necessary for communities to begin realizing the benefits of the state-of-the art digital infrastructure.

Increasing commercial air service to the Eastern Sierra and completing the final mile of the Digital 395 fiber optic network are critical elements in efforts to diversify and grow the Inyo economy.

### **III. CURRENT FUNDING NEEDS**

Inyo County’s vast geography is exceeded only by its aspirations and potential opportunities. The infrastructure needs and economic development initiatives identified below are in various stages of development and provide a representative sample of some of the funding needs the County hopes to address by working with a consultant to provide effective **Federal Advocacy Services**. The County’s funding priorities will continue to evolve and be refined based on timing, need, and Board of Supervisors approval.

**Water Systems.** The County operates three water systems serving the communities of Laws, Independence, and Lone Pine; all in need of critical capital improvements. Water service to the town of Independence is currently provided by a temporary transmission main. The cost of replacing just the Independence transmission main is \$600,000, and replacing the Lone Pine transmission main is estimated as costing \$3,000,000. Beyond these specific critical projects, large portions of the Lone Pine, Independence, and Laws water systems have a substantial amount of deferred maintenance/replacement work that need to be completed.

Additionally, several community water systems operated by other entities do not meet clean drinking water standards. For example, in Tecopa – located in the southeastern part of the County – residents and visitors have to obtain filtered drinking water from a vending machine.

**Final Mile Fiber Optics.** The 21<sup>st</sup> Century Obsidian Project, described more fully in Attachment C, is a County initiative to create a public-private partnership resulting in a publicly-owned, open access, fiber-to-the-premises network for the greater Owens Valley. The County is currently negotiating a design-build-operate contract with the developer of the Digital 395 Project. The cost of the Project, including providing fiber to every premises in the City of Bishop and on four Indian reservations, is \$44 million.

**Cellular Communications Towers.** Cellular communications along the 395 corridor in the Owens Valley and, as can be imagined given Inyo’s topography, throughout the County are spotty. In part, this is due to land tenure patterns and various bureaucracies’ limiting locations that private entities can easily acquire or lease. This impacts public safety and quality of life, and limits economic development opportunities. To remedy the situation, the County has commissioned a cellular tower mapping project to identify the optimum locations throughout the Owens Valley for next generation cellular infrastructure. The County believes that, as a

government agency, it may have an easier time acquiring better sites for cellular transmission towers and, once these sites are identified and acquired, the County will require funding to develop the tower sites. Inyo County is open to pursuing this infrastructure need as a publicly-owned open access network, or as a limited public-private partnership.

**Lone Pine Town Street Rehabilitation & Reconstruction Project.** The County is seeking over \$3,000,000 to rehabilitate and reconstruct 2.75 miles of streets in Lone Pine, including adding bike lanes.

**NEPA for Federal Easements for County Roads.** Ongoing ambiguity over the status of County-maintained roads on federal lands, most notably lands managed by the Forest Service, have led the County and Forest Service to identify the need for a comprehensive NEPA process that would evaluate these roads for the purposes of granting the County long-term or permanent easements for these routes.

**Other Surface Transportation Needs.** Like most jurisdictions, Inyo County has a tremendous backlog of road and bridge maintenance work that needs to be addressed to maintain the integrity of this infrastructure. This includes several mountain routes to trailheads and recreation facilities in Inyo National Forest. It also includes plans to expand the system of bicycle routes throughout the region, and dreams of restoring runs of narrow gauge railroad tracks.

**Historic Mount Whitney Fish Hatchery.** Deeded by the community to the State of California to raise Golden Trout over 100 years ago, the California Department of Fish & Wildlife has discontinued use of this facility, which includes an architecturally-iconic hatchery building, 40 acres of grounds, and water rights. The County has been in discussions with the State to acquire the property, but uncertainties regarding the status of soil contamination following the removal of underground storage tanks years ago has slowed progress to transfer the facility. The State is worried about exposing itself to possible liability by waking the proverbial sleeping dog, and if the County assumes ownership, it will need to be prepared to address at this time open-ended (albeit perceived to be limited) on-site remediation. In addition to funds for potential clean-up, if the County proceeds with acquiring the property, it will seek funding for an economic reuse plan and implementing its results.

**Other Economic Development Initiatives.** In the past year, the County has undertaken several economic development studies/analyses that, in addition to encompassing some of the projects identified above, are expected to provide sign-posts to inform an overarching economic diversification and enhancement strategy for which the County will seek funding to implement.

#### **IV. MINIMUM SCOPE OF WORK**

In requesting and evaluating proposals for **Federal Advocacy Services**, the County of Inyo intends to rely on the expertise of the respondents, as experienced professionals, to recommend and demonstrate the most advantageous and cost-effective means of assisting the County in (1) identifying, prioritizing, pursuing and obtaining federal funding for a myriad of public works and economic development projects the County has identified, or may identify in the future, as

necessary and/or desirable; and, (2) to informing and advocating for the County's Legislative Platform as well as specific legislative and regulatory initiatives.

At a minimum, the Consultant selected to provide **Federal Advocacy Services** will be expected to agree to, and successfully implement the following Scope of Work. In preparing proposals, respondents are encouraged to identify efforts and activities they will agree to undertake in addition to this minimum Scope of Work:

1. **Funding Priorities.** On an annual basis, work with the County to understand and analyze its funding needs for public works and economic development projects and initiatives, as well as ongoing and enhanced delivery of public services, that results in prioritizing the County's key funding needs in a manner that best aligns with federal budget opportunities.
2. **Legislative Platform.** Review and provide input to inform the County's development of its annual Legislative Platform. Work with the County to identify and remain cognizant of the highest federal legislative priorities of the Inyo County Board of Supervisors. Monitor and provide information to the County about federal legislative issues related to its Legislative Platform and, particularly the Board of Supervisors' top legislative priorities. Communicate County interests to, and receive feedback from, elected and appointed officials. Areas that may be covered by advocacy services include but are not limited to: transportation and transit, agriculture, economic development, health and human services, homeland security, housing, environmental protection, energy and water resources.
3. **Identification and pursuit of funding opportunities.** Once funding priorities have been established, continuously monitor and identify likely funding sources. Assist the County in effectively pursuing, preparing and obtaining federal funding and grants.
4. **Preparation of effective briefing materials.** Once funding and legislative priorities have been identified, work with the County to develop specific briefing papers or other materials for high-priority items and an agenda for all other items. These briefing papers will be used to educate and win support for funding and legislative/regulatory priorities from key federal agency staff and appointees and legislators.
5. **Meetings with key federal officials.** As requested or recommended, organize meetings in Washington, D.C. for County officials with members of Congress and staff of the Washington delegation, key Administration officials, staff from the federal agencies, as well as other relevant Congressional committee members and staff. The visits will support the County's federal funding, legislative, and policy initiatives. When appropriate, also organize meetings with county officials and federal congressional and federal agency offices in California.
6. **Maintain visibility of County funding needs and legislative issues.** Conduct frequent follow-up meetings and contacts with the County's congressional delegation, key staff for the House and Senate leadership and committees, and staff and officials from relevant

federal agencies in order to ensure that the County's issues and requests remain a high priority.

7. **Coalition-building services.** Facilitate the identification and building of strategic relationships between the County and the National Association of Counties, as well as other associations, organizations, and entities that will assist the County in achieving its funding and legislative priorities.
8. **Monthly written statements of work.** At a minimum, provide monthly written updates to the County's contract manager detailing the activities undertaken during the previous month on behalf of the County of Inyo, and reporting on the status of funding and legislative priorities.
9. **Regular phone calls and briefings to the County.** At least monthly, and more often during critical times in the legislative and funding processes, conduct phone briefings with County staff and officials to report on projects and initiatives that are underway.
10. **Availability.** Maintain phone and email contact with County representatives to provide information on emerging issues and to field inquiries from County Supervisors and executive staff.
11. **In-person visits.** Make in-person visits to Inyo County throughout the year to discuss the County's federal strategy, including: briefing staff and the Board of Supervisors on funding and legislative priorities, and facilitating visits, tours, briefings, and press events involving members of the congressional delegation and staff.
12. **Annual Report.** Annually, and at least 30 days prior to the time by which the County must decide whether to continue its engagement for **Federal Advocacy Services**, provide an annual report reviewing accomplishments and recommending possible changes in priorities or the process, including to this Scope of Work, in the future.

## V. PROPOSAL (SUBMITTAL) REQUIREMENTS

The response (submittal) to this Request For Proposals must, at a minimum, contain the following sections:

1. **Cover Letter.** A cover letter introducing the individual's or firm's interest in this project, and including the legal name, address, email, telephone and fax numbers of the individual or firm, signed by the person delegated to legally bind the individual or firm to the proposal.
2. **Recent Engagements.** Describe the individual's or firm's client engagements within the past five years performing similar work involving federal lobbying and funding efforts. Additionally, respondents must disclose any work ever performed by the individual or firm on behalf of the City of Los Angeles or the City of Los Angeles Department of Water and Power.

3. **Key Personnel.** Identify specifically the key personnel who will be assigned to work with the County of Inyo, and describe the work they will perform on behalf of the County. Submit biographies and pertinent experience of the key personnel proposed to perform the work.
4. **Work Plan.** Provide a work plan that demonstrates the respondent's understanding of the County's requirements and needs, and the respondent's ability to successfully accomplish the Scope of Work identified in Section IV, as well as any additional services the respondent may want to propose for consideration. The work plan should clearly delineate the services the County will receive for the compensation proposed.

With regard to the work plan's relation to the specific minimum components of the Scope of Work described in Section IV, the work plan must, at the very least:

- a) Identify the respondent's recommended process for determining, and intervals for updating, the County's funding and legislative priorities.
- b) Quantify any limits on the number of funding priorities, and limits on the number of legislative priorities, and time dedicated thereto the individual or firm will pursue on behalf of the County of Inyo in any given year (or other specified timeframe) corresponding to the fixed fee identified in the respondent's compensation proposal. Identify the means, and any cost associated with switching or adding to funding and legislative priorities during the year (or other specified timeframe).
- c) Describe the level and nature of work that will be performed by the responding individual or firm, and that which is expected to be performed by the County, in preparing briefing materials, funding requests and grant applications for the fixed fee specified in the respondent's compensation proposal. Identify and clearly distinguish additional preparatory services the respondent can provide for an additional fee.
- d) Detail how, and the frequency with which the individual or firm will ensure the County's funding and legislative priorities remain effectively visible to key federal officials.
- e) Suggest, based on initial knowledge of Inyo County and its funding and legislative priorities, which immediately-obvious coalitions and relationships the respondent would recommend the County pursue, and the assistance the respondent will provide.
- f) Identify the maximum number of Washington, D.C. visits and meetings the respondent will coordinate, and the minimum number of in-County visits the respondent make for the fixed fee specified in the respondent's compensation proposal.

5. **Approach and Likelihood of Success.** Select any two of the illustrative County funding priorities identified in Section III and describe your approach for assisting the County in obtaining these funds, and the realistic likelihood of success. Identify possible sources of funding, information required from the County, information and services to be provided by the Consultant, steps in the process including communications and in-person meetings between the County and Consultant, and the County, Consultant and federal officials, and reasonable measures of success.
6. **Ability to Contract and Exceptions.** This Request For Proposals, and the submittal presented by the respondent with whom the County may choose to contract as the result of this process, will be incorporated into the agreement submitted to the Inyo County Board of Supervisors for approval. The respondent must provide a statement as to the individual's or firm's ability and willingness to enter into County of Inyo Standard Contract #119, and note any exceptions. A sample of Standard Contract #119 is attached as Exhibit I, which may be modified to incorporate provisions described in this RFP or the resulting negotiation of proposals. Only those exceptions to Standard Contract #119 identified in the respondent's proposal will be considered during the negotiation process.

Alternately, if an individual or firm prefers to use its own contract form, the contract must be included in the respondent's proposal and the County reserves the rights to negotiate its own exceptions to the contract.

This section should also be used for the respondent to summarize any exception(s) to the Scope of Work (Section IV).

7. **References.** Submit a minimum of three client references (preferably rural counties in California or the West), with contact names and their phone numbers and e-mail addresses, where similar services have been provided, and identify the duration of the relationship.
8. **Compensation Proposal.** The proposal must clearly and simply identify the monthly flat fee the individual or firm will charge the County for the services identified in the Scope of Work and corresponding Work Plan, including any quantification of minimum and maximum levels of service and engagement identified in the Work Plan (see 4a-4f above), during the first 36-month term of the contract. Clearly identify any separate expenses to be negotiated, and the cost for any additional services that may be requested by the County or proposed by the respondent.
9. **Services for the City of Bishop Services (Optional).** As noted in the Overview Section above, respondents to this Request For Proposals are invited to indicate their willingness to provide similar or shared **Federal Advocacy Services** to the City of Bishop if, at a later date, the City of Bishop City Council elects to avail the City of such services. Although optional, respondents choosing to submit this optional proposal will be eligible to receive up to five (5) bonus points as described in the Evaluation Criteria Section below.

Respondents electing to provide this optional proposal for providing **Federal Advocacy Services** for the City of Bishop working in concert with or independently of the County of Inyo should either:

- a) Describe how the services specified in the Scope of Work and corresponding Work Plan for the County of Inyo exclusively could subsequently be allocated between the County and the City for the same cost specified in the respondent's Compensation Plan. Under this scenario, the services would be provided under the County's contract with the Consultant, and the City would reimburse the County for its share of the services to which it has access.

OR

- b) Propose a separate Work Plan and Compensation Plan to be implemented through a separate contract with the City of Bishop, AND showing how both the City and County will benefit – save money and receive more services than would otherwise be possible – through this approach. Failure to clearly demonstrate the cost-benefit to the County from this approach will result in zero bonus points being awarded through the application of the Evaluation Criteria.

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**VI. SUBMISSION OF PROPOSALS / DEADLINE**

**The deadline for receipt of proposals is 5 p.m. June 11, 2018.** Submissions must be hard copies and include one (1) unbound original and three (3) copies and be sent to:

County of Inyo  
Office of the County Administrator – Federal Advocacy Services RFP  
P.O. Drawer N / 224 N. Edwards Street  
Independence, CA 93526

Note: The U.S. Post Office will only deliver mail addressed to the P.O. Drawer, not the street address. Postmarks will not be accepted. Facsimile and electronic copies will not be accepted.

Submittals received in response to this solicitation become County property and are subject to public disclosure. Proposals will not be returned to the respondents, and any information a respondent desires to be kept confidential should be excluded from any proposal.

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**VII. EVALUATION CRITERIA**

All proposals received by the submittal deadline will be evaluated and scored by an evaluation committee comprised of County representatives using the following criteria:

Criteria	Scoring Points Possible
<b>Completeness.</b> Was the proposal submitted on time, in triplicate, and does it include the required components identified in Section V. PROPOSAL (SUBMITTAL) REQUIREMENTS above?	Pass/Fail
<b>Clarity.</b> Is the proposal presented in a manner that is easy to understand and clearly articulates the services that will be provided for the compensation sought; allowing the evaluation committee to easily assess the overall value to the County?	10
<b>Value of Funding Advocacy.</b> How does proposed level of advocacy for funding priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	40
<b>Value of Legislative Advocacy.</b> How does proposed level of advocacy for legislative priorities (quantity, thoroughness, and completeness) compare to the cost of the compensation being sought?	15
<b>Quality of Proposed Work Plan.</b> Is the proposed work plan feasible and thorough and demonstrate the proposer’s reasonable understanding of the County’s needs and challenges? Does the work plan represent an exceptional value to the County; including the number of in-County and Washington, D.C. visits proposed for the base fee?	20
<b>Experience.</b> Does the experience of the individual or firm, and key personnel, indicate the ability to successfully accomplish the Scope of Work? Do references support this conclusion?	10
<b>Ability to Contract.</b> Do any exceptions to the County’s proposed contract, or the contract proposed by the respondent, reduce the likelihood of being able to successfully negotiate an agreement?	5
<b>MAXIMUM POSSIBLE SCORE</b>	<b>100</b>
<b>BONUS POINTS</b>	
<b>City of Bishop Option.</b> If the proposer has included an option for also providing Federal Advocacy Services to the City of Bishop pursuant to Section V. Paragraph 9. Services for the City of Bishop Services (Optional) above, does this optional proposal clearly demonstrate an added value to the County of Inyo and the City of Bishop?	<b>5</b>
<p>Note: The County is providing for this option as a courtesy to the City of Bishop and does not warrant the City of Bishop will ultimately avail themselves of any proposed services. That decision will be made, if it is made, in the sole discretion of the City of Bishop and Bishop City Council, and occur after the selected Consultant enters into its contract with the County of Inyo.</p>	

### **VIII. EVALUATION PROCESS**

A review committee comprised of County representatives will evaluate all submitted proposals. The evaluation will be based solely on the information conveyed in the proposal, including information gleaned from client references provided by the respondent.

Proposals (submittals) will be scored and ranked by the evaluation committee based on the Evaluation Criteria set forth above and an overall assessment of “best value” to the County. For purposes of ranking proposals, the total score that each proposal receives from each member of the review committee will be totaled to arrive at an aggregate score for each proposal. If the review committee is comprised of five (5) or more reviewers, the highest and lowest score assigned to each proposal will be excluded from the aggregate score.

The evaluation committee may, in its discretion, request oral presentations/interviews with all proposing firms/individuals or with the highest-ranked firms/individuals only, and/or may request the presentation of revised proposals from the highest-ranked firms/individuals (“short-list”), followed by an evaluation and ranking of the revised proposals.

The County reserves the right to proceed directly to negotiations with the highest-ranked firm/individual immediately following the initial presentation and evaluation of proposals, and negotiate with multiple respondents. All contracts over \$10,000 are subject to approval by the Inyo County Board of Supervisors. Inyo County reserves the right to reject all proposals received in response to this Request For Proposals. The County also reserves the right to waive variations from the specifications that do not render a proposal non-conforming, and the County retains the right to disregard non-conformities, non-responsive proposals or conditional proposals if in the best interest of the County.

Successful negotiations with the highest-ranked respondent will result in a professional services contract with a detailed scope of work, and including this Request For Proposals and the respondent’s submittal, being presented for consideration by the Board of Supervisors. See County of Inyo Standard Contract #119. If the County is unable to negotiate a satisfactory contract with the highest-ranked individual/firm, the next highest-ranked individual/firm may be contacted for contract negotiation. This method will continue until a contract is successfully negotiated or until all proposals are rejected, in the best interests of the County.

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**IX. CONTRACT TERM**

Unless otherwise negotiated, the County expects the term of the contract will be for a minimum of 36 months (June 26, 2018 through June 30, 2021, contingent on the approval of future County Budgets and the County, in its sole discretion, annually electing to continue the agreement for another 12 months). At the conclusion of the initial 36-month term, the contract will provide the County and Contractor the option to extend the contract for another five years on terms mutually agreed upon subject to approval by the Inyo County Board of Supervisors.

**X. RFP QUESTIONS & INQUIRIES**

Any inquiries regarding this solicitation must be made in writing in the form of an e-mail, addressed to Kevin Carunchio, County Administrator, at [kcarunchio@inyocounty.us](mailto:kcarunchio@inyocounty.us), with "FEDERAL ADVOCACY SERVICES RFP QUESTION" in the subject line. At its sole discretion, the County may respond to inquiries made in this manner and received no later than 5 p.m. on Thursday, June 7, 2018.

Any County responses to inquiries regarding this RFP will be simultaneously emailed to all potential respondents who, as of the time of the County's specific response, have been included on a Notification List. To be placed on the Notification List and receive responses to inquiries the County may issue, or be notified of changes to this RFP, interested parties must notify Mr. Carunchio, via email with "FEDERAL ADVOCACY SERVICES RFP NOTIFICATION LIST" in the subject line, no later than 5 p.m. on Friday, June 1, 2018. Receipt of the request will be confirmed via e-mail as soon as possible. Interested parties not receiving e-mail confirmation of their request to be placed on the Notification List should contact Mr. Carunchio at (760) 878-0292 to ensure their request has been received.

**XI. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION**

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise the County of Inyo, in writing, of any current Federal Suspension and Debarment.

**Debarment Certification.** By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

###

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

**TERM:**

**FROM: July 1, 2018 TO: June 30, 2021**

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

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

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

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

Coverage shall be at least as broad as:

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

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

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

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

#### **Other Insurance Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Subcontractors**

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

***Special Risks or Circumstances***

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



**AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and The Ferguson Group, LLC (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 26, 2018, on County of Inyo Standard Contract No. 119, for the term from July 1, 2018 to June 30, 2021.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

1. **Paragraph 2. TERM** is amended to read as follows:

"The term of this Agreement shall be from July 1, 2018 to June 30, 2024, unless sooner terminated as provided below."

2. **Paragraph 3.D. Limit Upon Amount Payable Under Agreement** is amended to read as follows:

"The total sum of all payments made by the County to Contractor for services and work performed under this Agreement in each fiscal year during which this Agreement is in effect, including incidental expenses, if any, shall not exceed \$101,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit."

///NOTHTNG FOLLOWS\\

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

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

County of Inyo Standard Contract - No. 119

**AMENDMENT NUMBER 3 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND THE FERGUSON GROUP, LLC  
FOR THE PROVISION OF FEDERAL ADVOCACY SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

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

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3838

### Appoint Authorized Representative for Federal Broadband-Related Grants County Administrator ACTION REQUIRED

#### ITEM SUBMITTED BY

Scott Armstrong, Information Services Director

#### ITEM PRESENTED BY

Scott Armstrong, Information Services Director

#### RECOMMENDED ACTION:

Appoint the County Administrator as the Authorized Representative to facilitate the grant application process for two Federal Broadband-related grant applications: 1) USDA Rural Development (RD) Broadband Technical Assistance (BTA) Grant; and 2) FCC Affordable Connectivity Program (ACP) Outreach Grant, Round 2.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Federal grant application process requires that an Authorized Representative be identified when the online grant application is filed. This request is intended to clearly identify the Authorized Representative for the County of Inyo for the purposes of these two Federal grant applications.

1) The US Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) Grant funds pre-construction work, such as last-mile network design work, similar to the State's Local Area Technical Assistance (LATA) Grant. The minimum application amount is \$50,000 and the maximum application amount is \$250,000 for recipients of technical assistance. This BTA grant, if awarded, will allow us to contract for last-mile network infrastructure design work in the Furnace Creek area, from Park Village near Cow Creek to the Xanterra resort, excluding most of the Texas Springs Campground and most of the Timbi-Sha village immediately south of Furnace Creek. California Internet (Geolinks) was the CAF2 Auction Winner for both of the excluded areas, and as such, those areas are not eligible for funding under the USDA RD BTA grant. The BTA grant online submission deadline is June 20, 2023. We will be evaluating the pricing estimates in the LATA RFP responses that recently received to estimate the BTA grant request amount for the Furnace Creek area.

2) The Federal Communications Commission (FCC) Affordable Connectivity Program (ACP) Outreach Grant, Round 2, funds outreach activities to increase awareness of and participation in the ACP among those eligible households most in need of affordable connectivity. The minimum application amount is \$50,000 and the maximum amount is \$400,000. The ACP Outreach Grant, if awarded, will fund activities and materials to conduct outreach for the ACP, including marketing and an as-yet-to-be-specified number of in-person sign-up events in both Inyo and Mono counties. Adoption activities are specifically not allowed for reimbursement under the CPUC Consortia Grant guidelines, and this FCC ACP Outreach Grant will help fund broadband adoption activities in our region. Activities funded by this ACP Outreach Grant must be conducted between November 2023 and November 2024. The ACP Outreach Grant

online submission deadline is June 30, 2023. Based on the number of in-person sign-up events that we determine will fit our region, we expect to request between \$50,000 and \$100,000.

The Regional Broadband Coordinator is preparing applications for both of these grants.

**FISCAL IMPACT:**

<b>Funding Source</b>	Federal Grant Funding	<b>Budget Unit</b>	TBD
<b>Budgeted?</b>	If awarded, FY2023-2024 budget will be amended at Mid-Year	<b>Object Code</b>	TBD
<b>Recurrence</b>	One-Time Award, one year duration		
<b>Current Fiscal Year Impact</b>			
None.			
<b>Future Fiscal Year Impacts</b>			
Potential Federal grant revenue up to \$250,000 from USDA RD BTA in FY2023-2024, and up to approximately \$100,000 from FCC ACP Outreach from November 2023 until November 2024, based on reimbursable work products.			
<b>Additional Information</b>			

These are reimbursement grants based on actual expenditures and costs incurred. Budget numbers are provided for the upper limit in either grant. Inyo County will serve as the Fiscal Agent for these grant opportunities and new budget units will be created as needed to support these work efforts and effectively track the funding.

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

Your Board could choose to not appoint the County Administrator or anyone else as the Authorized Representative for these two grant applications, resulting in these two grant applications not being submitted. Your Board could also appoint a Board member or another individual as the Authorized Representative, which would facilitate the grant application process.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Scott Armstrong	Created/Initiated - 6/9/2023
Darcy Ellis	Approved - 6/13/2023
Scott Armstrong	Approved - 6/13/2023
John Vallejo	Approved - 6/15/2023
Amy Shepherd	Approved - 6/15/2023
Nate Greenberg	Final Approval - 6/15/2023



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3820

### Anne Sippi Clinic Contract Amendment No. 1 Health & Human Services - Behavioral Health ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Approve Amendment No. 1 to the contract between the County of Inyo and Anne Sippi Clinic Treatment Group of Bakersfield, CA, extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Anne Sippi Clinic Treatment Group provides specialized services that meet the recovery needs of persons with severe mental illness who are ready to step down from a locked facility to a less restrictive environment. In the past, we have successfully placed adults in this facility who then stepped down to live independently or with family members. The Department respectfully requests your Board's approval of this contract amendment to extend the term of service for an additional year.

#### FISCAL IMPACT:

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

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

Your Board could choose not to approve this contract amendment. Appropriate placements are difficult to obtain and there is no guarantee that another facility that offers proper care will be found. Conserved adults would then remain in a locked psychiatric setting or may have repeated incarcerations.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Courts

**ATTACHMENTS:**

1. Anne Sippi Clinic Contract Amendment No. 1

**APPROVALS:**

Lucy Vincent	Created/Initiated - 5/26/2023
Darcy Ellis	Approved - 5/26/2023
Lucy Vincent	Approved - 5/31/2023
Kimball Pier	Approved - 6/1/2023
Anna Scott	Approved - 6/6/2023
Melissa Best-Baker	Approved - 6/6/2023
Marilyn Mann	Approved - 6/7/2023
John Vallejo	Approved - 6/15/2023
Amy Shepherd	Approved - 6/15/2023
Marilyn Mann	Approved - 6/15/2023
Nate Greenberg	Final Approval - 6/15/2023

**AMENDMENT NUMBER 1 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Anne Sippi Clinic Treatment Group (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Residential Treatment Services dated June 28, 2022, on County of Inyo Standard Contract No. 157, for the term from July 1, 2022 to June 30, 2023.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

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

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

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

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

**AMENDMENT NUMBER 1 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

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

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By: *Nathan Petty*  
Signature

Nathan Petty, CFO  
Type or Print

Dated: 5/30/2023

APPROVED AS TO FORM AND LEGALITY:

*Trace Churchla*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*Christie Martindale*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

*Caron Holmberg*  
County Risk Manager





## Usual & Customary Daily Rate Sheet

### **ASC Clinic**

2457 Endicott Street  
Los Angeles, CA 90032

### **Riverside Ranch**

18200 Highway 178  
Bakersfield, CA 93306

Inclusive rate: \$230.00 per day

Services include but are not limited to:

- ❖ Screening & Admission Assessment
- ❖ Individualized Treatment and Care Plans
- ❖ Medication review by Medical Director & multi-disciplinary Treatment Team
- ❖ Group & Individual Therapy Services
- ❖ Community Outings & Re-Integration
- ❖ Educational Groups
- ❖ Contracted Day Services Programs
- ❖ Court & Conservatorship Evaluation, limited testimony by court certified, forensic psychologist
- ❖ Referral Services
- ❖ Quarterly IPP reviews
- ❖ Summary Behavioral Reports
- ❖ Local Transportation to Appointments

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 28<sup>th</sup> day of June 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health – Anne Sippi  
Clinic Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to approve the contract between the County of Inyo and Anne Sippi Clinic Treatment Group of Bakersfield, CA for the provision of residential placement for adults conserved under the Lanterman Petris Short Act, in an amount not to exceed \$81,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign the contract and HIPAA Business Associate Agreement, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: June 29, 2022

WITNESS my hand and the seal of said Board this 28<sup>th</sup>  
Day of June, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

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

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Anne Sippi Clinic Treatment Group of Bakersfield, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kimball C. Pier, Ph.D., LMFT, whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from 7/1/2022 to 6/30/2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Eighty One Thousand Dollars and no \_\_\_\_\_ cents (\$81,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement

to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

A. Any licenses, certificates, or permits required by the federal, state, county, and municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by

Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

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

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

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

## **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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

## **12. NONDISCRIMINATION.**

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

## **13. PATIENTS RIGHTS.**

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

## **14. CANCELLATION.**

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

## **15. ASSIGNMENT.**

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

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

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23 below).

**18. CONFIDENTIALITY.**

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

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

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

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

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required or may desire, to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

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

Contractor:	
<u>Anne Sippi Clinic Treatment Group</u>	Name
<u>18200 Hwy 178</u>	Address
<u>Bakersfield, CA 93306</u>	City and State

**25. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
28th DAY OF June, 2022.

**COUNTY OF INYO**

By:   
Signature

Dan Totheroh  
Type or Print Name

Dated: 06/28/2022

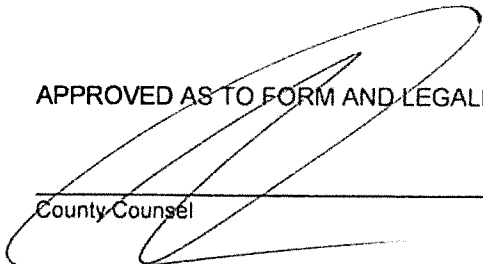
**CONTRACTOR**

By:   
Signature

Nick Damiano  
Type or Print Name

Dated: June 15, 2022

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2023

**SCOPE OF WORK:**

See attached scope of work. Contractor is required to enter into a HIPAA Business Associate Agreement herein as attached.

**TRANSITIONAL SOCIAL REHABILITATION PROGRAM  
SERVICES AND REQUIREMENTS  
SCOPE OF WORK**

**PROGRAM STANDARDS AND REQUIREMENTS**

**(A) To be certified as a Transitional Social Rehabilitation program shall provide:**

- (1) Services that provide a therapeutic environment in which clients are supported in their efforts to acquire and apply interpersonal and independent living skills.**

The program shall also assist the client in developing a personal community support system to substitute for the programs supportive environment, to minimize the the risk of hospitalization, and enhance the capability for independent living upon discharge from the program.

The planned length of stay in the program shall be in accordance with the client's assessed need, with the goal of transitioning the client to a lower level care within one (1) year; however, a length of stay exceeding a maximum total of 18 months is optimal but not required.

The reasons for a length of stay beyond one (1) year shall be documented in the client's case record.

- (2) A minimum staffing ratio of at least one (1) full time equivalent direct care staff for each 2.5 clients served.**

Greater number of staff shall be present during times where there are numbers or clients in programmed activities.

Staff schedules shall be determined by the program based on the numbers of clients in the program during specific hours of the day, level of care provided by the program, and the range of services provided by the facility.

All scheduled hours in the facility shall be considered part of this required full-time equivalent staffing ratio.

**SERVICE REQUIREMENTS**

**(A) Structured day and evening services shall be available seven (7) days a week. Services in all programs shall include but not limited to:**

- (1) Individual and group counseling;**

(2) Crisis Intervention;

(3) Planned activities;

(4) Counseling with available members of the clients family, when indicated in the client's treatment/rehabilitation program plan;

(5) The development of the community support systems for clients to maximize their utilization of non-mental health community resources, including educational opportunities;

(6) Pre-vocational or vocational counseling;

(7) Client advocacy, including assisting clients to develop their own advocacy skills;

(8) An activity program that encourages socialization, program and community involvement, which links the client to resources that are available after leaving the program; and

(9) Use of the residential environment to assist clients in the acquisition testing, and or refinement of community living and interpersonal skills.

**(B) In addition to the services in the Section (II A), Transitional Social Rehabilitation Programs shall provide services that emphasize the development of vocational skills and linkages to services offering employment or job placement.**

### **III. MEDICAL REQUIREMENTS**

Medical and psychiatric policies and practices of all programs shall be in writing and shall include, but not limited to:

(A) A plan for the monitoring of medications by a person licensed to prescribe or dispense prescription drugs;

(B) Screening for medical complications which may contribute to disability conducted by a physician, nurse practitioner or physician assistant and a plan for follow-up.

1. The screening for medical complications shall occur within 30-day calendar days prior to or

after admission.

2. If a client refuses screening for medical complications, the program shall document the refusal in the client case record.

(C) Client education, provided by a licensed program staff or licensed consultants, about the role of medications and their potential side effects, with the goal of client becoming responsible for his or her own medication;

(D) Entries in client case records indicating all prescribed and non-prescribed medications;

(E) Provisions for program staff to discuss medication issues with a person licensed to prescribe or dispense prescription drugs;

(F) Provisions for secure central storage of medication, including medication requiring appropriate refrigeration when necessary; and,

(G) Encouragement to clients, when part of the treatment/rehabilitation plan, to be personally responsible for holding, managing and safeguarding all of their medications.

#### **IV. Treatment/Rehabilitation plan and document requirements**

(A) Each program shall have an admission agreement, signed on entry by the client or an authorized representative, describing the services to be provided and the expectations and rights of client regarding house rules, client involvement in the program, and fees.

The client shall receive a copy of the signed admission agreement.

(B) There shall be written assessment of each client on admission that includes at the least:

- (1) Health and psychiatric histories;
- (2) Psychosocial skills;
- (3) Social support skills;
- (4) Current psychological, educational, vocational, and other functional limitations;
- (5) Medical needs, as reported;

A copy of each executed assessment shall be provided to the County's Placement Coordinator along with monthly invoicing.

(C) Program staff and client shall work together to develop a written treatment

rehabilitation plan specifying goals and objectives as well as identifying the staff and client responsibilities for their achievement.

Clients shall be involved in an ongoing review of progress towards reaching their established goals and be involved in the planning and evaluation of their treatment goals. The plan shall contain at least the following elements:

- (1) Statement of specific rehabilitation plan
- (2) Description of specific services to address identified treatment needs
- (3) Documentation of reviews by staff and client of the treatment/ rehabilitation plan  
at least  
every 30 days.
- (4) Anticipated length of stay needed to accomplish identified goals, and methods to  
evaluate  
the achievement of these goals.

(D) If an individual treatment/rehabilitation plan requires services to be provided by another agency, there shall be documented evidence in the client's case record of communication between all persons responsible for the treatment /rehabilitation plan.

(E) The agency or program shall arrange for clients to attend community programs when needs are identified in the treatment/ rehabilitation plan that cannot be met by the facility, but can be met in the community

(F) The admission assessment, treatment/rehabilitation plan, and discharge summary shall be prepared by staff who has received training development and preparation of these documents.

1. Training provided for in this subsection shall consist of one or more of the following presentation methods:

- (a) Formal classroom instruction
- (b) Oral presentation ;
- (c) Videotape, film, or audiovisual presentation;
- (d) Audio-tape presentation; or
- (e) Performing the duties, on the job, under the direct supervision of the instructor.

(G) Admission and discharge criteria of all programs shall be written and shall be consistent with program goals.

(H) The program shall have written policies and procedures for orientating new clients to the facility programs.

(I) The range of services provided shall be discussed prior to the admission with the prospective client or an authorized representative so that program's services are clearly understood.

#### **V. CLIENT INVOLVEMENT REQUIREMENTS**

(A) Each client shall be involved in the development and implantation of his/her treatment/rehabilitation plan.

(B) Clients shall be involved, depending on capability, in the operation of the household. This shall include participation of the formulation and monitoring of house rules, as well as in the daily operation of the facility, including but not limited cooking, cleaning, menu planning and active planning.

(C) Clients shall be encouraged to participate in program evaluations and reviews.

#### **VI. PHYSICAL ENVIRONMENT REQUIREMENTS**

(A) The program shall meet of Section 5453 (a) of the Welfare and Institutions (W&I) Code.

(B) Program location shall allow for access by clients to community resources and public transportation.

#### **VII. STAFF CHARACTERISTICS, QUALIFICATIONS AND DUTY REQUIREMENTS**

(A) The program shall meet the staffing requirements of section 5453 (b) of the Welfare and Institutions Code.

(B) The program shall document the use of the multidisciplinary professional consultation and staff when necessary to meet the specific diagnostic and treatment needs of clients.

(C) Paraprofessionals and persons who have been clients of mental health services shall be utilized as volunteers in the program when consistent with the program design and services provided.

(D) All social rehabilitation facilities shall have a program director.

The program director shall be on the premises the number hours necessary to manage and administer the program component or the facility in compliance with applicable laws and regulations.

(E) The program director of a certified Transitional Residential Treatment Program or a Certified Long Term Residential Treatment Program shall have the following qualifications prior to employment:

(1) A Bachelor's Degree in Psychology, Social Work, or any other major which includes at least 24

semester units in one or more of the following subject areas:

- (a) Psychology
- (b) Social Work
- (c) Sociology
- (d) Behavioral Sciences
- (e) Psychiatric Nursing; and

(2) One (1) year of full-time work experience in community program that serves clients who have a mental illness.

Such experience must be in the direct provision of services to clients, of which four (4) months must be in a position of supervising direct care staff.

(3) As an alternative to the Bachelor's Degree and experience required in paragraphs (1) and (2) of this subsection, a total of three years of experience in providing direct services in the community to persons with mental illness, of which six (6) months must be in a position of supervising direct care staff, and graduation from high school or possession of a GED may be substituted.

(F) All direct care staff shall have graduated from high school or possess a GED and have a minimum or one (1) year full time experience, or its part-time equivalent, working in a program serving people with mental disabilities,

Such experience must be in direct provision of services to clients.

If the employee does not have the required experience, the program shall document a specific plan of supervision and in-service training for the employee to perform the job.

The plan should include but not be limited to the frequency and number of hours of training, the subjects to be covered, and a description of the supervision to be provided.



## **VII. ADMINISTRATIVE POLICES AND PROCEDURES**

(A) The organizational entity legally responsible for program administration, under applicable law and regulation, shall:

(1) Have written policies defining the purpose, goals, and services of the organization.

(2) Establish and maintain financial records in accordance with generally accepted accounting principles and annual budget.

(B) Each program shall be directed by a designated individual who is responsible for its overall administration and management.

(C) Each residential program shall have an individual(s) designated as the administrator of the facility.

The program shall identify the qualifications, experience, skills and knowledge required of an individual who is designated the facility administrator.

These requirements shall at least satisfy the minimum requirements established by the Community Care Licensing Division of the Department of Social Services for this position.

(D) The agency of the program shall have a financial plan of operation that is consistent with the goals and purpose of the organization and in accordance with generally accepted accounting practices and legal requirements.

## **IX. OTHER REQUIREMENTS**

The following will be required of residential facilities applying for certification as a Transitional Social Rehabilitation Facility. This will be an addition to the requirement as indicated above.

### **A. Staffing requirements**

(1) Facilities must have psychiatric professional licensed staff either through direct employment or contracted by the facility.

(2) Facilities must have nursing staff.

(3) Facilities must inform The County within 24 hours of any staff changes that may affect this contract.

(4) Facility will have adequate number of staff to monitor the clients during the sleeping hours.

(5) The content of group or individual sessions shall be within the scope of practice of the individual providing that service.

(6) Staff assigned to assist in physically restraining clients must receive prior training from appropriate agencies.

(7) Physical restraints placed on clients must be under direct supervision of a licensed mental health professional.

#### **B. ADMINISTRATIVE REQUIREMENTS**

(1) If the legal owner/administrator of the facility is a Corporation, notes from meetings may be requested by Department of Behavioral Health to the extent possible.

(2) Facilities shall have capabilities to transmit documents to and from the Department of Behavioral Health.

(3) Confidentiality of client's records shall be maintained at all times whether in written or verbal form in compliance with HIPPA and other federal, State or local regulations or statutes.

#### **C. ADMINISTRATIVE COMPLIANCE**

(1) Administrator of Transitional Facilities shall inform the designated case managers 30 days prior to the expiration of the Needs and Appraisal. The monthly invoicing that CONTRACTORS submit to COUNTY shall include a due date for each client's Needs and Appraisal.

(2) The Facility Treatment Plan shall be developed and implanted within five (5) days after the Needs and Appraisal is updated.

(3) The monthly summaries for each client must include progress notes from direct care staff, licensed clinicians and psychiatrists including medication information.

(4) The facility shall develop and implement documentation demonstrating the client's participation in activities provided by the facility.

(5) The facility shall maintain record of the training providing to clients including attendance of off-site day programs.

**(6) Training activities as outlined for clients shall be limited and measurable.**

**(7) Training for clients shall developed with the goal of stabilizing the client in order to transition to a lower level. Any services and training provided by the facility shall be approved by the DBH designated case manager.**

**(8) Documentation shall be consistent with the goals identified in the Needs/Appraisal and Facility Treatment Plan.**

**(9) Monthly notes shall be made available to DBH staff review in a reciprocal manner between DBH and the contracted facility.**

#### **D. SPECIFIC SERVICES**

**(1) Training in hygiene and grooming may include hands-on assistance when needed.**

**(2) In cases of incontinence, clients shall be physically assisted if needed.**

**(3) Training in budgeting shall include clients keeping and maintaining records of transactions.**

**(4) Clients shall be afforded the opportunity to learn cooking skills under the direction of appropriate staff.**

**(5) Clients shall be encouraged o learn independent living skills with personal assistance when warranted.**

**(6) Facilities shall provide special diets are prescribed by treating physician.**

**(7) Clients shall be trained to access support systems in the community.**

**(8) Facilities shall develop and implement plans for community re-integration.**

**(9) Facilities shall provide individual sessions to assist clients to develop appropriate skills in social interactions using "Normal" settings.**

**(10) Efforts shall be made to normalize the client's living arrangements at all times.**

**(11) Training shall be provided to clients to use transportation systems.**

**(12) Training in medication shall be provided to clients by licensed staff.**

(13) Individual sessions shall be implemented to counsel clients to attain general insight into their mental illness by licensed staff.

### **ADDITIONAL REQUIREMENTS**

The Contractor for the Transitional Social Rehabilitation Program will provide services for clients who have severe and persistent mental illness who have experienced a decrease in social functioning to the extent that they are in a crisis or need a therapeutic community to facilitate movement to more independent living. The objectives of the program are to intervene in a crisis, support community integration, and serve as an alternative to hospitalization. The goal is to rehabilitate the client in order to decrease the need for future hospitalizations.

#### **I. TRANSITIONAL PROGRAM**

To be certified as a Transitional Social Rehabilitation Program, facility shall provide: A therapeutic residential community including a range of social rehabilitation activities for individuals who are in remission from an acute stage of illness, and interim support to facilitate movement towards the highest possible level of functioning. Clients may receive day, outpatient and other treatment services outside the transitional residence. The planned length of stay shall be in accordance with the client's assessed needs, but under no circumstances may the length of stay extend beyond 18 months.

Additional staff shall be on duty program hours to provide specialized services and structured evening services. When there is only one (1) staff on premises there needs to be staff on call who can report for duty within 60 minutes after being contacted if needed. The staffing ratio is one (1) full time staff to 2.5 clients. The Transitional program is designed for clients who are discharged from or are being admitted to State Mental Hospitals, IMDs or locked MHRCs.

#### **II. ADMISSION CRITERIA**

Transitional Social Rehabilitation Program is an intense, high expectation program designed to assist a person to develop self-help skills that will enable them to function independently in the community. The following is the admission criteria:

1. All clients must have received treatment or evaluation prior to admission and have a current open mental health chart with the county of record.
2. All clients will have primary diagnosis of mental disability. (The psychiatric diagnosis must reflect a severe, persistent mental illness or a maladaptive reaction to a mental health crisis. The primary diagnosis cannot be dementia, mental retardation, or substance abuse/dependence).

- 3. Clients must be between the ages of 18 and older.**
- 4. Clients must be recovered from acute psychiatric symptoms, such as being injurious to self or others, and/or destructive of property.**
- 5. Clients must be in need of residential treatment services to assist them gain the ability to function in a less restrictive living situation.**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** 7/1/2022

**TO:** 6/30/2023

**SCHEDULE OF FEES:**

See Attached Schedule of Fees.



## Usual & Customary Daily Rate Sheet

### ASC Clinic

2457 Endicott Street  
Los Angeles, CA 90032

### Riverside Ranch

18200 Highway 178  
Bakersfield, CA 93306

Two Hundred Twenty Dollars (\$220.00) per day

Services include but are not limited to:

- ❖ Screening/ Admission Assessments
- ❖ Individualized Treatment and Care Plans
- ❖ Medication review by Medical Director & multi-disciplinary Treatment Team
- ❖ Group Therapy Services/ Individual Therapy
- ❖ Community Outings & Re-Integration
- ❖ Educational Groups
- ❖ Contracted Day Services Programs
- ❖ Court & Conservatorship Evaluations/ Testimonies
- ❖ Referral Services
- ❖ Quarterly IPP reviews
- ❖ Summary Behavioral Reports
- ❖ Local Transportation to Appointments

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND ANNE SIPPI CLINIC TREATMENT GROUP  
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

**TERM:**

**FROM:** 7/1/2022

**TO:** 6/30/2023

**SEE ATTACHED INSURANCE PROVISIONS**



## Attachment C: 2022 Insurance Requirements for Professional Services

Services related to transitional social rehabilitation

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence, **\$3,000,000** general aggregate limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See "Other Insurance Provisions" below.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.* See "Other Insurance Provisions" below.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber (sometimes known as "security and privacy") Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

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

## Attachment C: 2022 Insurance Requirements for Professional Services

Services related to transitional social rehabilitation

### OTHER INSURANCE PROVISIONS

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

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

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the

## **Attachment C: 2022 Insurance Requirements for Professional Services**

Services related to transitional social rehabilitation

Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

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

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

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

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

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

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

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Anne Sippi Clinic Treatment Group, referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2022, (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: Dan Tothorh

Title: Chairperson

Date: 06/28/2022

**BUSINESS ASSOCIATE**

Anne Sippi Clinic Treatment Group

By: 

Print Name: Nick Damian

Title: Chief Operating Officer

Date: June 15, 2022



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3821

### Appointments to the ESAAA Advisory Council Health & Human Services - ESAAA ACTION REQUIRED

#### ITEM SUBMITTED BY

Marilyn Mann, HHS Director

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

A) Appoint Rebecca J. Manross to the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council to an unexpired two-year term ending December 31, 2023, and B) appoint Joel Ryan to the ESAAA Advisory Council to an unexpired two-year term ending December 31, 2024.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

An Area Agency on Aging (AAA) is required by statute to have an Advisory Council. The purpose of the Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be "a principal advocate body on behalf of older individuals within a planning and service area," and "shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals." Your Board adopted By-laws in October 2012 for the ESAAA Advisory Council with a membership of nine (9), including one Board of Supervisors member, appointed annually. The Council had an additional two vacancies occur following the resignation of one member and the death of another member, resulting in a total of four vacant positions. The Department has received two letters of interest from community members and is continuing to recruit for the remaining two positions. The letters of interest were reviewed by the ESAAA Advisory Council at their meeting of June 14, 2023 and the Council voted to recommend to your Board the appointment of the two community members. The following applicants and their identified membership category are submitted for your review:

Name	County of Residency	60 yrs +	Low Income	Supportive Service Provider	Health Care Provider	Family Caregiver	Private or Volunteer Leader	Disabled	Other
Joel Ryan	Inyo				X		X		
Rebecca J. Manross	Mono	x					x		

The department respectfully requests your Board appoint both Mr. Ryan and Ms. Manross to unexpired terms on the ESAAA Advisory Council with Ms. Manross' term expiring December 31, 2023 and Mr. Ryan's expiring December 31, 2024.

#### FISCAL IMPACT:

There is no financial impact associated with this agenda item.

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

Should your Board decide not to make the appointments as recommended, the ESAAA Advisory Council, a 9 member body, would continue to function with 4 vacancies and would have difficulty establishing a quorum should a member be unable to attend a meeting.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

**APPROVALS:**

Marilyn Mann	Created/Initiated - 6/5/2023
Darcy Ellis	Approved - 6/6/2023
Marilyn Mann	Final Approval - 6/9/2023



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3837

### Amendment No. 3 to TeleConnect Therapies Contract Health & Human Services - Behavioral Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Approve Amendment No. 3 to the contract between the County of Inyo and TeleConnect Therapies of Avalon, CA, increasing the contract to an amount not to exceed \$399,040 and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

As the contracted Mental Health Plan, we are required to have a certain number of therapists available to provide services to our clients. We have been contracting with TeleConnect Therapies since January 1, 2021, due to unfilled vacancies. The Department is requesting approval of the extension of this contract while we continue to recruit and hire the staff required to meet the requirements of our contract with the Department of Health Care Services.

#### FISCAL IMPACT:

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

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

The Board could decide not to approve this contract amendment with TeleConnect Therapies and we would have to put clients on a wait list until we have staff hired and trained. It would also impact our ability to meet network adequacy standards required by the State of California.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. TeleConnect Therapies Contract Amendment No. 3

**APPROVALS:**

Lucy Vincent	Created/Initiated - 6/5/2023
Darcy Ellis	Approved - 6/5/2023
Lucy Vincent	Approved - 6/5/2023
Kimball Pier	Approved - 6/8/2023
Melissa Best-Baker	Approved - 6/13/2023
Marilyn Mann	Approved - 6/13/2023
Anna Scott	Approved - 6/13/2023
Keri Oney	Approved - 6/14/2023
John Vallejo	Approved - 6/15/2023
Amy Shepherd	Approved - 6/15/2023
Marilyn Mann	Approved - 6/15/2023
Nate Greenberg	Final Approval - 6/15/2023

**AMENDMENT NUMBER 3 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Teleconnect Therapies (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Residential Treatment Services dated March 16, 2022, for the term from January 2, 2022 to June 30, 2022.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

WHEREAS, the original contract dated March 16, 2022 has previously been amended twice. Among other modifications, these prior amendments have extended the Term of the original contract to June 30, 2023.

County and Contractor hereby amend such Agreement as follows:

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

Paragraph 3(D) (Limit upon amount payable under Agreement) shall be amended to increase the not to exceed amount to Three Hundred Thirty-Nine Thousand Forty Dollars (\$339,040).

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

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

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

**AMENDMENT NUMBER 3 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
TELECONNECT THERAPIES  
FOR THE PROVISION OF TELETHERAPY SERVICES**

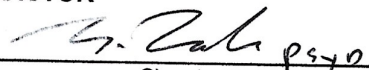
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

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

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

**CONTRACTOR**

By:   
Signature  
Mindy Mueller, PsyD  
TeleConnect Therapies

Type or Print  
Co-owner/Clinical Director  
Dated: 6/15/2023


APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

**ATTACHMENT B**

**AMENDMENT NUMBER 3 TO THE  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
TELECONNECT THERAPIES  
FOR THE PROVISION OF TELETHERAPY SERVICES**

**TERM:  
FROM: JULY 1, 2022 TO: JUNE 30, 2024**

**SCHEDULE OF FEES:**

Scope of Work	Schedule of Fees
Initial Assessment or Reassessment of patient, including: *Review of referral source information and pre-visit PHQ9/PHQA, GAD-7, and/or PSC-35 results; *50-60- minute Face to Face biopsychosocial interview with patient, with some simultaneous EHR documentation	\$132
*Up to 90-minutes additional time to complete written initial biopsychosocial assessment report, or reassessment report, including medical necessity documentation, in EHR	\$132 (Charge pertains only to initial assessments NOT associated with ongoing therapy provided by same therapist).
2 <sup>nd</sup> Initial Assessment or Re-assessment patient visit-45-60 minutes face to face with patient, and up to 30-additional minutes for completion of report in EHR;  To be pre-approved by ICDHHS only for complex cases not able to be thoroughly assessed or reassessed within one visit.	\$132
Mental Health Therapy: Including 50-60 minute remote face to face time with patient (Minimum 40-minutes with children), and up to 30-additional minutes completing session progress notes, and/or treatment plans in EHR as required.	\$132
Therapy discharge summary or patient transfer summary including review of chart, documentation in EHR and any required collaboration with new therapist	\$66
QA Clinical Chart Review including system review, thorough clinical review, and written report to PIQA Manger (up to 90-minutes)	\$132
QA Clinical Chart Review- each additional 30-minutes to complete review and report	\$66
Patient “No-Show” in which the patient does not show for a scheduled appointment and does not cancel the appointment prior to the scheduled appointment time.	\$66 (Billing by Contractor to be limited to 1 for each 4-hour block of time)



	scheduled)
Therapist attendance at County-required trainings, including EHR, documentation, cultural competency, and/or other required trainings or meetings, per hour.	\$75

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 3rd day of January 2023 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
TeleConnect  
Therapies  
Amendment No. 2*

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Amendment No. 2 to the contract between the County of Inyo and TeleConnect Therapies of Avalon, California, increasing the contract to an amount not to exceed \$199,040, representing an increase of \$70,000 to the contract, and extending the term end date from 12/31/2022 to 6/30/2023, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 3<sup>rd</sup>  
Day of January, 2023



NATHAN GREENBERG  
Clerk of the Board of Supervisors

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

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

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: January 11, 2023

**AMENDMENT NUMBER TWO TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
TELECONNECT THERAPIES OF AVALON, CA  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TeleConnect Therapies \_\_\_\_\_, of Avalon, CA \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated March 16, 2022, on County of Inyo Standard Contract No. \_\_\_\_\_, for the term from January 1, 2022 to June 30, 2022.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2 of the Agreement shall be revised as follows:

"The term of this Agreement shall be from January 1, 2022 to June 30, 2023 unless sooner terminated as provided below. Term may be extended by mutual written consent of the parties as described under the AMENDMENT section of this Agreement."

2. Paragraph 3.D of the Agreement shall be revised to increase the not-to-exceed amount from \$59,040 to \$199,040 (One hundred ninety nine thousand forty dollars) to account for the additional six months of the term of the contract.

3. Attachment B shall be revised to reflect a rate increase from \$125 per hour to \$132 per hour, effective January 1, 2023.

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

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

AMENDMENT NUMBER TWO TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
TELECONNECT THERAPIES OF AVALON, CA  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
3rd DAY OF January, 2023

COUNTY OF INYO

By: 

Dated: 01/03/2023

CONTRACTOR

By: Mindy Muello, Psy.D  
Signature



Type or Print

Dated: TeleConnect Therapies  
12/28/2022

APPROVED AS TO FORM AND LEGALITY:

Grace Church  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg  
County Risk Manager

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

**TERM:**

**FROM: July 1, 2022 TO: December 31, 2022**

**SCHEDULE OF FEES:**

<b>Scope of Work</b>	<b>Schedule of Fees</b>
Initial Assessment or Reassessment of patient, including: *Review of referral source information and pre-visit PHQ9/PHQA, GAD-7, and/or PSC-35 results; *50-60- minute Face to Face biopsychosocial interview with patient, with some simultaneous EHR documentation	\$132
*Up to 90-minutes additional time to complete written initial biopsychosocial assessment report, or reassessment report, including medical necessity documentation, in EHR	\$132
2 <sup>nd</sup> Initial Assessment or Re-assessment patient visit-45-60 minutes face to face with patient, and up to 30-additional minutes for completion of report in EHR;  To be pre-approved by ICDHHS only for complex cases not able to be thoroughly assessed or reassessed within one visit.	\$132
Mental Health Therapy: Including 50-60 minute remote face to face time with patient (Minimum 40-minutes with children), and up to 30-additional minutes completing session progress notes in EHR as required.	\$132
Therapy Treatment Plan, Discharge Summary or patient Transfer Summary including review of chart, documentation in EHR and any required collaboration	\$66

QA Clinical Chart Review including system review, thorough clinical review, and written report to PIQA Manger (up to 90-minutes)	\$132
QA Clinical Chart Review- each additional 30-minutes to complete review and report	\$66
Patient "No-Show" in which the patient does not show for a scheduled appointment and does not cancel the appointment prior to the scheduled appointment time.	\$66 (Billing by Contractor to be limited to 1 for each 4-hour block of time scheduled)
Therapist attendance at County-required trainings, including EHR, documentation, cultural competency, and/or other required trainings, per hour.	\$75

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14<sup>th</sup> day of June 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Teleconnect  
Therapies Contract  
Amendment 1*

Moved by Supervisor Pucci and seconded by Supervisor Griffiths to approve Amendment No. 1 to the agreement between the County of Inyo and Teleconnect Therapies of Avalon, CA, increasing the contract to an amount not to exceed \$129,040, representing an increase of \$70,000 to the contract, and extending the term end date from June 30, 2022 to December 31, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: June 15, 2022

WITNESS my hand and the seal of said Board this 14<sup>th</sup>  
Day of June, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

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

**AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
TELECONNECT THERAPIES OF AVALON, CALIFORNIA  
FOR THE PROVISION OF PSYCHOTHERAPY VIA TELEMEDICINE**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Teleconnect Therapies of Avalon, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of psychotherapy via telemedicine dated March 16, 2022, for the term from 1/1/2022 to 6/30/2022.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

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

NOW, THEREFORE, County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2 of the Agreement shall be revised as follows:

"The term of this Agreement shall be from January 1, 2022 to December 31, 2022 unless sooner terminated as provided below. Term may be extended by mutual written consent of the parties as described under the AMENDMENT section of this Agreement."

2. Paragraph 3.D of the Agreement shall be revised to increase the not-to-exceed amount from \$59,040 to \$129,040 (one hundred twenty nine thousand forty dollars).
3. Attachment B shall be replaced with the attached Attachment B. The revised Attachment B increases the hourly fee from \$125.00 per hour to \$132.00 per hour.
4. The effective date of this Amendment to the Agreement is July 1, 2022.

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

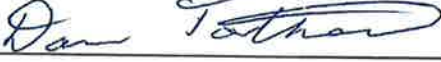
[SIGNATURE PAGE FOLLOWS]



**AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
TELECONNECT THERAPIES OF AVALON, CALIFORNIA  
FOR THE PROVISION OF PSYCHOTHERAPY VIA TELEMEDICINE**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
23rd DAY OF June, 2022.

**COUNTY OF INYO**

By: 

Dated: 06/23/2022

**CONTRACTOR**

By:   
signature

Dawn Sampson, CEO  
Type or Print

Dated: 6/2/22

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

**TERM:**

**FROM: July 1, 2022 TO: December 31, 2022**

**SCHEDULE OF FEES:**

Scope of Work	Schedule of Fees
Initial Assessment or Reassessment of patient, including: *Review of referral source information and pre-visit PHQ9/PHQA, GAD-7, and/or PSC-35 results; *50-60- minute Face to Face biopsychosocial interview with patient, with some simultaneous EHR documentation	\$132
*Up to 90-minutes additional time to complete written initial biopsychosocial assessment report, or reassessment report, including medical necessity documentation, in EHR	\$132
2 <sup>nd</sup> Initial Assessment or Re-assessment patient visit-45-60 minutes face to face with patient, and up to 30-additional minutes for completion of report in EHR;  To be pre-approved by ICDHHS only for complex cases not able to be thoroughly assessed or reassessed within one visit.	\$132
Mental Health Therapy: Including 50-60 minute remote face to face time with patient (Minimum 40-minutes with children), and up to 30-additional minutes completing session progress notes in EHR as required.	\$132
Therapy Treatment Plan, Discharge Summary or patient Transfer Summary including review of chart, documentation in EHR and any required collaboration	\$66

QA Clinical Chart Review including system review, thorough clinical review, and written report to PIQA Manger (up to 90-minutes)	\$132
QA Clinical Chart Review- each additional 30-minutes to complete review and report	\$66
Patient "No-Show" in which the patient does not show for a scheduled appointment and does not cancel the appointment prior to the scheduled appointment time.	\$66 (Billing by Contractor to be limited to 1 for each 4-hour block of time scheduled)
Therapist attendance at County-required trainings, including EHR, documentation, cultural competency, and/or other required trainings, per hour.	\$75

*In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21<sup>st</sup> day of December 2021 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Teleconnect  
Therapies Contract*

Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve the agreement between the County of Inyo and Teleconnect Therapies of Avalon, CA for the provision of psychotherapy via telemedicine in an amount not to exceed \$59,040 for the period of January 1, 2022 through June 30, 2022 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 21<sup>st</sup>  
Day of December, 2021



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

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

Routing
CC Purchasing Personnel Auditor CAO Other: HHS DATE: January 5, 2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the tele therapy services of TeleConnect Therapies (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Marilyn Mann, whose title is Director. 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 January 2, 2022 to June 30, 2022

unless sooner terminated as provided below. Term may be extended by mutual written consent of the parties as described under AMENDMENT section of this agreement.

**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 Fifty-nine Thousands and forty Dollars (\$59,040) (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. Contractor therapists shall have four (4) scheduled weeks off per year, for which County will not be charged. Time off will be scheduled with County at least 1-month in advance.

**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, STAFF, ET CETERA.**

County shall provide and maintain all videoconferencing equipment and office space at the clinic (originating) site and will provide a safe environment for the provision of teletherapy services to patients as outlined in Attachment A in this Agreement. County shall designate an onsite County staff person to assist the mutual County/Contractor patients as necessary before, during and after teletherapy appointments. Contractor shall provide at the provider (distant) 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 Inyo 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 damage which was caused by the sole negligence or willful misconduct of Inyo 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.**

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

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated

thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo  
Health & Human Services Department  
1360 North Main Street, Suite 124 Address  
Bishop, CA 93514 City and State

Contractor:  
TeleConnect Therapies Name  
P.O. Box 1665 Address  
Avalon, CA 90704 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.

**25. SUBCONTRACTOR COMPLIANCE REQUIREMENTS**


As a mental health plan subcontractor, Contractor agrees to abide by all rules and requirements contained within Attachment D.

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR  
HANDS AND SEALS THIS 16th DAY OF March, 2022

**COUNTY OF INYO**

**CONTRACTOR**

By:   
Signature

By:   
Signature

Dan Totheroh  
Print or Type Name

Dawn Sampson, CEO  
Print or Type

Name

Dated: 03/16/2022

Dated: 12-10-21

APPROVED AS TO FORM AND LEGALITY:  
County Counsel



APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager



## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF INYO AND TELECONNECT THERAPIES FOR THE PROVISION OF TELETHERAPY SERVICES

TERM:

FROM: 1/2/2022 TO: 6/30/2022

SCOPE OF WORK:

- I. **Program Operation**
  - A. County shall determine the number of contracted hours per month for Contractor services. County will also identify a contact person for Contractor services at County Clinic.
  - B. County shall provide videoconferencing equipment and consultation space at County site that is compliant with all California DHCS/ Medi-Cal requirements.
  - C. Patient Eligibility Criteria:
    1. Must be a registered patient of County.
    2. Must consent to receive telemental health services and consent to all other procedures associated with the teletherapy program including sharing of medical records necessary for coordination of patient care between Contractor and County.
    3. Must be deemed clinically appropriate for teletherapy services by Contractor.
  - D. County will schedule patients for initial medical necessity screening and assessments an agreed upon scheduling system.
  - E. Prior to initiating services County and Contractor shall agree upon procedures for evaluation and treatment of patients who are determined by Contractor to be a potential danger to themselves, to others, or to be gravely disabled and unable to care for themselves. Contractor will follow the agreed upon procedures as needed during each patient's course of care.
  - F. During the CA COVID-19 State of Emergency Declaration therapy services may be provided by Contractor directly to patients in their homes using medical-grade HIPAA-compliant Zoom software, at the request of the County. Contractor will follow procedures established by County for patient registration and communication with County staff during this period.
  - G. County will provide the patient with an orientation to the telemental health system prior to initial appointment with Contractor.
  - H. On each date of scheduled service in which a patient is scheduled for a teletherapy appointment in the County mental health clinic, a videoconference

connection will be established prior to the patient appointment following an agreed upon process.

- I. Following an initial clinical evaluation patients who are found to meet medical necessity criteria for ongoing telemental health services are given regularly scheduled appointments, as clinically indicated, to be scheduled using the County's desired scheduling system.
- J. If the Contractor therapist determines that a psychiatric consult is recommended, Contractor will use the County's system for referrals to psychiatric services. If the patient is seen by a psychiatrist, Contractor will consult with psychiatrist as clinically appropriate to coordinate patient care.
- K. If at any time Contractor believes a patient has transitioned to a lower level of care, County staff will be notified and appropriate referrals will be made.
- L. Consult with Clinical Administrator if contractor feels patient's needs cannot be met by tele therapist.
- M. County shall provide Contractor with necessary training on Electronic Health Record system and will provide remote access to system. Contractor will follow County procedures for clinical documentation.
- N. Contractor providers shall have 4 scheduled weeks off per year, for which County will not be charged. Time off will be scheduled at least 1-month in advance. During each provider's days off another licensed mental health professional will be available by telephone for patient urgent mental health needs.
- O. If Contractor or County must cancel a date of service due to unforeseen illness, injury, natural disaster or other unavoidable event, the County will not be billed. In the event of a cancellation, the County will be notified as soon as possible to reschedule patients.
- P. County to share all subpoenas and/or authorized written requests for patient therapy records or therapy reports directly to the Contractor therapist providing the patient's care for authorization prior to release of any patient records to the patient or to a third party.

## **II. Contractor Responsibilities:**

In addition to Contractor responsibilities outlined above under "Program Operation" Contractor shall:

- A. Provide biopsychosocial and diagnostic assessments for scheduled patients including a provisional diagnosis within business day after initial appointment.
- B. Provide a written biopsychosocial assessment report on each patient, using County-approved format according to County timeline.
- C. Complete patient progress note in County EHR system following each date of service following County timeline.
- D. Provide a written patient treatment plan, reassessment, and discharge summary for each patient following County directed format and timeline.
- E. Complete Quality Assurance Clinical Chart reviews including system review, thorough clinical review, and written report to PIQA Manger, as assigned by County.
- F. Provide proof of annual

1. HIPPA privacy and security training
- G. Complete county required trainings (i.e. cultural competency (totaling 4 hours), compliance, fraud waste and abuse)

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

**TERM:**

**FROM: 1/2/2022      TO: 6/30/2022**

**SCHEDULE OF FEES:**

Scope of Work	Schedule of Fees
Initial Assessment or Reassessment of patient, including: *Review of referral source information and pre-visit PHQ9/PHQA, GAD-7, and/or PSC-35 results; *50-60- minute Face to Face biopsychosocial interview with patient, with some simultaneous EHR documentation	\$125
*Up to 90-minutes additional time to complete written initial biopsychosocial assessment report, or reassessment report, including medical necessity documentation, in EHR	\$125
2 <sup>nd</sup> Initial Assessment or Re-assessment patient visit-45-60 minutes face to face with patient, and up to 30-additional minutes for completion of report in EHR;  To be pre-approved by ICDHHS only for complex cases not able to be thoroughly assessed or reassessed within one visit.	\$125
Mental Health Therapy: Including 50-60 minute remote face to face time with patient (Minimum 40-minutes with children), and up to 30-additional minutes completing session progress notes, and/or treatment plans in EHR as required.	\$125
Therapy discharge summary or patient transfer summary including review of chart, documentation in	\$62.50

EHR and any required collaboration with new therapist	
QA Clinical Chart Review including system review, thorough clinical review, and written report to PIQA Manger (up to 90-minutes)	\$125
QA Clinical Chart Review- each additional 30-minutes to complete review and report	\$62.50
Patient "No-Show" in which the patient does not show for a scheduled appointment and does not cancel the appointment prior to the scheduled appointment time.	\$62.50 (Billing by Contractor to be limited to 1 for each 4-hour block of time scheduled)
Therapist attendance at County-required cultural competency, compliance, fraud waste and abuse, and/or other trainings, per hour.	\$75

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

**TERM:**

**FROM: 1/2/2022      TO: 6/30/2022**

**SEE ATTACHED INSURANCE**

**PROVISIONS**

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

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

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

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

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor's letterhead certifying that Contractor has no employees.

**Professional Liability:** Insurance as appropriate to the Contractor's profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit

monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

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

#### **OTHER INSURANCE PROVISIONS**

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

##### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

##### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

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

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

##### **Claims Made Policies (should be applicable only to professional liability)**

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.



3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

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

**Special Risks or Circumstances**

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

-end-

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

**TERM:**

**FROM: 1/2/2022      TO: 6/30/2022**

**Mental Health Plan (MHP)  
Subcontractor  
Compliance Requirements**

**Disclosures**

The MHP, Inyo County Mental Health, ensures collection of disclosures of ownership, control, and relationship information for persons who have an ownership or control interest in the MHP, if applicable, and ensures its subcontractors and network providers submit disclosures to the MHP regarding the network provider's (disclosing entities) ownership and control. (42 C.F.R. Section 455.101 and 104).

As a condition of enrollment, the MHP must require providers to consent to criminal background checks including fingerprinting when required to do so by DHCS or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. (42 C.F.R. § 455.434(a).)

The MHP requires providers, or any person with a 5% or more direct or indirect ownership interest in the provider, to submit fingerprints when applicable. (42 C.F.R. § 455.434(b)(1) and (2)).

The MHP shall ensure that its subcontractors and network providers submit the disclosures below to the MHP regarding the network providers' (disclosing entities') ownership and control. The subcontractor is required to submit updated disclosures to the MHP upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104. (MHP Contract, Ex. A, Att. 13)

Disclosures must include:

- a) The name and address of any person (individual or corporation) with an ownership or control interest in the network provider.
- b) The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- c) Date of birth and Social Security Number (in the case of an individual);
- d) Other tax identification number (in the case of a corporation with an ownership

- or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
- e) Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
  - f) The name of any other disclosing entity in which the
  - g) Contractor or subcontracting network provider has an ownership or control interest; and The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
  - h) The MHP shall provide DHCS with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from DHCS during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

The MHP must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1. The ownership of any subcontractor with whom the MHP has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
2. Any significant business transactions between the MHP and any wholly owned supplier, or between the MHP and any subcontractor, during the 5-year period ending on the date of the request.
3. The MHP must obligate network providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

The MHP shall submit the following disclosures to DHCS regarding the MHP's management:

1. The identity of any person who is a managing employee of the MHP who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
2. The identity of any person who is an agent of the MHP who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

### **Compliance Monitoring**

The subcontractor will meet with the Inyo County Medi-Cal Compliance Officer to review the Provider Manual, Compliance Training, Code of Conduct and Conflict of

Interest. The MHP shall monitor the performance of its subcontractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the subcontractors' performance to periodic formal review. (MHP Contract, Ex. A, Att. 8), if the MHP identifies deficiencies or areas of improvement, the MHP and the subcontractor shall take corrective action. (MHP Contract, Ex. A, Att. 8).

The MHP has a process, at the time of hiring/ contracting, to confirm the identity and exclusion status of all providers (employees, network providers, subcontractors, person's with ownership or control interest, managing employee/agent of the MHP). This includes checking the:

- a) Social Security Administration's Death Master File.
- b) National Plan and Provider Enumeration System (NPPES)
- c) Office of the Inspector General List of Excluded Providers and Entities(LEIE)
- d) System of Award Management (SAM)
- e) Department's Medi-Cal Suspended and Ineligible List (S&I List). MHP Contract, Ex. A, Att. 13; 42 C.F.R. §§ 438.602(b)(d) and 455.436)

If the MHP finds a party that is excluded, it must promptly notify DHCS. (42 C.F.R. §438.608(a)(2), (4).

The MHP has a process to confirm monthly that no providers are on the:

- a) OIG List of Excluded Individuals/Entities (LEIE).
  - b) System of Award Management (SAM) Excluded Parties List System (EPLS).
  - c) DHCS Medi-Cal List of Suspended or Ineligible Providers (S&I List).
- (42 C.F.R. §§ 438.608(d), an 455.436)

### **Fraud Reporting**

The MHP, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the MHP for coverage of services and payment of claims under the MHP Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to DHCS about the following:

- 1) Any potential fraud, waste, or abuse. (42 C.F.R.§438.608(a)(7); MHSUDS IN No. 19-034)
- 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R.§438.608(a), (a)(2); MHSUDS IN No. 19-034)
- 3) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the MHP. 42 C.F.R.§ 438.608(a)(4.)

If the MHP identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying DHCS, the MHP shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

The Inyo County Medi-Cal Compliance Officer can be reached at 760-872-3273.



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3795

### Addendum to Thomas Milam MD, Inc. d/b/a Iris Telehealth Agreement Health & Human Services - Behavioral Health ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Approve Addendum to the contract between the County of Inyo and Thomas Milam MD, Inc. d/b/a Iris Telehealth of Austin, TX, increasing the contract to an amount not to exceed \$500,000 and extending the term end date from June 30, 2023 to June 30, 2024, contingent upon the Board's approval the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The attached amendment extends Inyo County's initial contract executed on 07/01/2022 and terminating on 06/30/2023 from 07/01/2023 until 06/30/2024. Thoman Milam d/b/a Iris Telehealth was solicited through a formal procurement process and the treating psychiatrist has since developed clinical relationships with clients. Behavioral Health has increased the number of hours from 19 hours per week to 32 hours per week to meet our DHCS contractual requirement for network adequacy. The contract increases the "not to exceed" amount to \$500,000 to fund the additional hours. Additionally, the contractor is seeking an additional provider who is trained in the treatment of psychiatric disorders of children and adolescents, and who is bilingual to meet client needs. Maintaining this contract to ensure continuity of services with the contracted psychiatrist provides for the best level of care for the clients served.

#### FISCAL IMPACT:

<b>Funding Source</b>	Mental Health MediCal and Mental Health Realignment	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
No change in expenditure amount.			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

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

Your Board could decide not to approve this contract with Iris Telehealth. Inyo County HHS would have to select another vendor to provide telepsychiatry services, as the provision of psychiatry services is required as part of our contract with the state.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Iris Telehealth Medical Group Contract

**APPROVALS:**

Lucy Vincent	Created/Initiated - 5/10/2023
Darcy Ellis	Approved - 5/11/2023
Lucy Vincent	Approved - 5/18/2023
Kimball Pier	Approved - 5/18/2023
Marilyn Mann	Approved - 6/1/2023
Melissa Best-Baker	Approved - 6/5/2023
John Vallejo	Approved - 6/5/2023
Amy Shepherd	Approved - 6/5/2023
Marilyn Mann	Final Approval - 6/5/2023

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 27<sup>th</sup> day of September 2022 an order was duly made and entered as follows:

*HHS-Behavioral  
Health –  
Iris Telehealth  
Medical Group  
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Pucci to ratify and approve the agreement between the County of Inyo and Iris Telehealth Medical Group of Austin, TX for the provision of telepsychiatry services in an amount not to exceed \$200,000 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Totheroh absent.

WITNESS my hand and the seal of said Board this 27<sup>th</sup>  
Day of September, 2022



NATHAN GREENBERG  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

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

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: September 30, 2022



**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group**  
**FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of Iris Telehealth Medical Group (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kimball Pier, Ph.D., LMFT, whose title is: HHS Deputy Director of 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 7/1/2022 to 6/30/2023, unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described in Attachment A. This statement will be submitted to the County not later than the fifteenth (15th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

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.

B. 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.

C. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

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

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the

agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of ten (10) years from the termination or completion of this Agreement unless otherwise provided in Attachment A. 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, the Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CMMS) or the Health and Human Services Department 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.

C. Document Standards for Client Records. Contractor shall maintain client records in the manner described in Attachment C.

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

#### **13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days' written notice of such intent to cancel to County.

#### **14. ASSIGNMENT.**

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

#### **15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County of Inyo	
<u>HHS - Behavioral Health</u>	Department
<u>1360 North Main St., Ste. 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Iris Telehealth Medical Group</u>	Name
<u>114 W. 7th Street, Suite 900</u>	Address
<u>Austin, TX 78701</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 Milam MD, Inc. d/b/a Iris Telehealth Medical Group  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
27th DAY OF September, 2022.

**COUNTY OF INYO**

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

Dated: 09/27/2022

**CONTRACTOR**

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

Thomas Milam, MD

Print or Type Name

Dated: 08/31/2022

APPROVED AS TO FORM AND LEGALITY:

Grace Chuska  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg  
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO  
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group  
FOR THE PROVISION OF MENTAL HEALTH SERVICES

TERM:

FROM: 7/1/2022 TO: 6/30/2023

SCOPE OF WORK

1. Contractor Is: (Check One)

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff, unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medi-Cal Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.
- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.
- An "Individual Provider" as that term is defined in this paragraph. The term "Individual Provider" means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

2. Service to be Provided.

a. Contractor shall provide mental health services to patients referred in writing to Contractor by County. In the referral, County shall state the specific services to be provided to the patient and the time period over which those services are authorized. Such services may include assessment, individual or family therapy, group therapy, collateral services, and pharmacological management. Contractor is authorized to provide only those services authorized by County and County shall be under no obligation to pay for services other than those authorized by County.

b. Referred patients shall be entitled to a limited number of services within a specified time frame per referral. Contractor understands that in the event a patient has committed through appointment to seek beyond the maximum number or time frame of approved services, no payment for those additional services will be granted by County, unless the additional services are specifically authorized by County.



**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2023

**SCOPE OF WORK**

c. Payment shall be at the rates specified in Attachment B. The maximum time spent per contact with the patient shall be as specified in Attachment B and payment shall be limited to the time specified therein. Time spent by Contractor to write in a patient's file, prepare necessary reports, or to otherwise prepare written documentation arising out of services performed under this contract shall be included within the service time limitations specified in Attachment B. The rate specified in Attachment B shall be considered to be payment in full for the services provided. Contractor shall at no time seek compensation from patients. Contractor shall hold harmless the State of California and patients in the event County cannot or will not pay for services rendered by the Contractor pursuant to the terms of this Agreement.

d. Contractor agrees to accept at least three referrals for each contract year. Contractor agrees to schedule initial appointments within ten (10) working days of referrals.

e. Nothing expressed or implied herein shall require the Contractor to provide to the patient, or order on behalf of the patient, services which, in the professional opinion of the Contractor, are not required.

**3. Qualifications.**

a. Requirements applying to Individual, Group, and Organizational Providers:

i. Be certified and in good standing to provide services under the California Medical Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and

ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.

b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials, and comply with the provisions in (b)(i) and (b)(ii) below.

i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Master's degree in Psychiatric Nursing.

ii. Intern in Marriage and Family Therapy or Associate Social Worker.

1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:

i. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.

ii. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A's application, resume, photocopy of I/A's and Supervisor's license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A's training program.

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2023

**SCOPE OF WORK**

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

4. Discrimination Prohibited.

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

5. Medical Records.

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

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2023

**SCOPE OF WORK**

6. Inspection Rights.

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

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

7. Confidentiality of Beneficiary Information.

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

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2023

**SCOPE OF WORK**

**8. Patients' Rights.**

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

**9. Compliance with Applicable Law.**

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

- (a) W&I, Divisions 5, 6, and 9;
- (b) California Code of Regulations, Title 9;
- (c) California Code of Regulations, Title 22;
- (d) Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection ("CR/DC") Manual, and as reflected in County's contract with the State Department of Mental Health for the provision of Medi-Cal funds.
- (e) As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

**10. Financial Records and Reports.**

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

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group  
FOR THE PROVISION OF TELEPSYCHIATRY SERVICES**

**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2023

**SCOPE OF WORK:**

A. Contractor will provide an average of 19 hours per week of psychiatric evaluations for the purposes of prescribing medically appropriate medications and medication management. Contractor shall possess a valid medical license to practice psychiatry via telemedicine or in person in the State of California. Psychiatric services will be provided in mutually agreed upon blocks of time scheduled in advance. During these blocks, patients can be scheduled to be seen as a traditional pre-scheduled appointment or, if psychiatric services are provided on site in person, patients may be seen on a walk-in basis. During the blocks of time agreed upon for services, in the case of a no-show, Contractor will allow for a substitution. Patients will be seen in a predetermined setting, primarily in our outpatient clinic in Bishop or in the jail, but may also be seen in other settings such as the home or in a community setting as long as privacy can be maintained.

B. Adult patient scheduling during the agreed upon hours of service will occur in twenty (20) minute sessions for returning and known patients and sixty (60) minute sessions for new adult patients and psychiatric evaluations. Contractor agrees to provide psychiatric medication evaluations and medication management for children and adolescents on a case by case basis depending upon the needs of the patient and the Contractor's scope of practice. Contractor will discuss treatment plan and reasons for declining to see a particular child or adolescent with the child's legal caregivers and with the clinical staff. Scheduling for children and adolescents will be during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new child patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in County's electronic health record (EHR) and will prescribe medications using the County's prescribing system.

C. Contractor will participate in interdisciplinary meetings and may be asked to consult in other meetings for the purposes of care coordination. These meetings may take place outside the scheduled blocks of time reserved for patient care, but will be arranged in advance. Contractor will be paid the agreed upon hourly rate of \$213 from July 1, 2022 until December 31, 2022, and \$217 per hour from January 1, 2023 until June 30, 2023.

D. In general, Contractor will not be required to sign requests for any type of disability assistance or general financial assistance for patients, however Contractor will consider such requests on a case by case basis and will consider such requests in the context of diagnosed mental illness and prognosis.

E. Contractor may be asked to provide clinical supervision for Inyo County Behavioral Health staff at mutually agreed upon times for which Contractor will be paid at the agreed upon hourly rate of \$213 from July 1, 2022 until December 31, 2022, and \$217 per hour from January 1, 2023 until June 30, 2023.

F. Contractor will communicate with Inyo County Behavioral Health Services nurses regarding scheduling of patients or with designated schedulers and schedulers by telephone, or HIPAA compliant messaging. Contractor's telemedicine platform will also meet all applicable standards.

G. Inyo County BHS may request emergency consultation however, Contractor is not available to remain on stand-by for emergency calls. Contractor will not be scheduled for on-call hours.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2023

**SCHEDULE OF FEES:**

See Attached Schedule of Fees.

**Inyo County HHS-Behavioral Health  
Mental Health Telemedicine Services  
Rates of Reimbursement**

Year One (or Years 1-4)	Rates by Provider Type (if the rate types listed don't apply leave blank or replace)			
Rate Description	Psychiatrists	Psychiatric Nurse Practitioners	Other (Describe)	Other (Describe)
<p style="text-align: center;"><b><u>Daily All-Inclusive Rate</u></b></p> <p>(This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Monday through Sunday, with a maximum schedule of 40 hours of service per week)</p>	2020 - \$205/hour 2021 - \$209/hour 2022 - \$213/hour 2023 - \$217/hour	2020 - \$135/hour 2021 - \$139/hour 2022 - \$143/hour 2023 - \$147/hour	\$____/hour	\$____/hour
<p style="text-align: center;"><b><u>Weekend Call Rate</u></b></p> <p>(This rate is for the provider being scheduled for services from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the provider is scheduled for less than eight hours of services on Saturday or Sunday)</p>	\$375/night	\$275/night	\$____/night	\$____/night
<p style="text-align: center;"><b><u>Weeknight Call Rate</u></b></p> <p>(This rate is for the provider being scheduled for services from 5:00 p.m. Monday through 8:00 a.m. Saturday, no matter whether the provider is scheduled for services Monday through Friday)</p>	\$325/night	\$225/night	\$____/night	\$____/night
<p style="text-align: center;"><b><u>Overtime Rate</u></b></p> <p>(This rate is for hours of services scheduled above 40 hours per week between 8:00 a.m. through 5:00 p.m. Monday through Sunday)</p>	\$235/hour	\$155/hour	\$____/hour	\$____/hour

Inyo agrees to pay this rate to Iris Telehealth during periods when telecommunications equipment failure and/or internet access interruption is due to factors originating from Inyo's location. Iris Telehealth agrees to not bill Inyo when telecommunications equipment failure and/or internet access interruption is due to factors originating from Psychiatrist's location.

Any time required by Inyo for "onboarding," including, but not limited to, orientation and training in Inyo's EMR, shall be billed at the same rate as services billed for that clinician.

Inyo may purchase telepsychiatry equipment from Iris Telehealth at a mutually agreed upon price. Additionally, Inyo may request that Contractor perform a site-visit and provide on-site training and equipment installation at a mutually

agreed upon fee. Inyo may request that Contractor provide ongoing technical support for telepsychiatry equipment at a mutually agreed upon rate.



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group**  
**FOR THE PROVISION OF MENTAL HEALTH SERVICES**

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**FROM:** 7/1/2022 **TO:** 6/30/2023

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

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

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

<b>Version:</b>	1.0	<b>Effective</b>	5/25/2022
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**REFERENCES:**

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

**DEFINITIONS:**

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

**POLICY**

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

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

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

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

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

- (1) The beneficiary has one or both of the following:
- a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
  - b. A reasonable probability of significant deterioration in an important area of life functioning.
- AND

- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
- a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
  - b. A suspected mental disorder that has not yet been diagnosed.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PROCEDURE AND DOCUMENTATION STANDARDS**

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

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

- a.) MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.) The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.) Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.) The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.) The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.) The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.
- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

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

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

**(2) SMHS Assessment Domain Requirements**

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

Domain 1: • Presenting Problem(s) • Current Mental Status • History of Presenting Problem(s) • Beneficiary-Identified Impairment(s)

Domain 2: • Trauma

Domain 3: • Behavioral Health History • Comorbidity

Domain 4: • Medical History • Current Medications • Comorbidity with Behavioral Health Domain 5: • Social and Life Circumstances • Culture/Religion/Spirituality

Domain 6: • Strengths, Risk Behaviors, and Safety Factors

Domain 7: • Clinical Summary and Recommendations • Diagnostic Impression • Medical Necessity Determination/Level of Care/Access Criteria

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

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

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

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

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

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

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

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

- Problems identified by a provider acting within their scope of practice, if any.
- Problems or illnesses identified by the beneficiary and/or significant support person, if any.
- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

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

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

### **Progress Notes**

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

B. Progress notes shall include:

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

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

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

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one

progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

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

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

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

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

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



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

**D. Other requirements and standards:**

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
  - a) The date of service;
  - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
  - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
  - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
  - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
  - 3) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
  - 4) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)
- 5) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160

and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

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

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

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

**DISCIPLINARY ACTION:**

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure 7.1 Code of Conduct and Disciplinary Action

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

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**TERM:**

**FROM:** 7/1/2022 **TO:** 6/30/2023

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment D: 2022 Insurance Requirements for Professional Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.* See "Other Insurance Provisions" below.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *Provision may be waived with signed letter on contractor's letterhead certifying that contractor has no employees.* See "Other Insurance Provisions" below.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate. Check with Risk Management if Professional Liability is required for the contract to which these requirements are attached.
5. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim. Provision may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Professional liability or general liability may be endorsed to include cyber coverage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the

## Attachment D: 2022 Insurance Requirements for Professional Services

contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### OTHER INSURANCE PROVISIONS

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

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

**Primary Coverage:** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of

## **Attachment D: 2022 Insurance Requirements for Professional Services**

Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

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

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

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

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

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

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

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group, referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2022, (the “Agreement Effective Date”).

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and CE, 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 HITECH 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 Indent** shall have the same meaning given to such term at 45 C.F.R. Section 164.304.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **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 as permitted by 45 C.F.R. Section 164.502(j); or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, unless the disclosure is required by law, 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 CE 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 this Agreement 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)]. BA shall report to CE any Security Incident of which BA becomes aware.
- 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, without unreasonable delay and in no case later than ten (10) calendar days after discovery, 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 by BA of HIPAA, 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 also named as an adverse party.

**7. No Third-Party Beneficiaries**

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

**8. Effect on Contract**

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

**9. Interpretation**

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Thomas Milam MD, Inc. d/b/a Iris Telehealth Medical Group

By: Stephanie Tanksley  
Digitally signed by Stephanie Tanksley  
Date: 2022.09.07 13:42:55 -07'00'

By: Thomas Milam, MD  
Digitally signed by Thomas Milam, MD  
Date: 2022.09.08 11:12:47 -04'00'

Print Name: Stephanie Tanksley

Print Name: Thomas Milam

Title: Inyo County PIQA Manager/HIPAA Officer

Title: Chief Medical Officer

Date: 09/07/22

Date: 09/08/2022



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3514

### Anthem Housing & Homelessness Incentive Program (HHIP) Agreement Health & Human Services - Fiscal ACTION REQUIRED

**ITEM SUBMITTED BY**

Anna Scott, HHS Deputy Director - Public Health

**ITEM PRESENTED BY**

Marilyn Mann, HHS Director

**RECOMMENDED ACTION:**

Ratify and approve the agreement between the County of Inyo and Blue Cross of California Partnership Plan (Anthem Blue Cross) for the purpose of building partnerships and addressing housing and homelessness on behalf of the Eastern Sierra Continuum of Care, servicing Alpine, Inyo, and Mono counties, in an amount not to exceed \$120,668 for the period of November 1, 2022 to December 31, 2023, contingent upon the Board’s approval of the Fiscal Year 2023-24 Budget, and authorize the HHS Director to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Eastern Sierra Continuum of Care (ESCoC) provides services and implements homelessness prevention programs throughout Inyo, Mono, and Alpine Counties for the purpose of coordinating services and providing funding for non-profit providers and local government agencies to house or re-house individuals, youth, and families who are experiencing homelessness.

Inyo County Health and Human Services agreed to take the role of Collaborative Applicant on behalf of the ESCoC, as well as the lead agency for the Homeless Management Information System (HMIS), in May 2022, and has worked with the Department of Housing and Urban Development and California’s Business, Consumer Services and Housing Agency (BCSH) to become the designated administrative entity. This designation allows the department to apply for funding on behalf of the ESCoC region.

The ESCoC has worked collaboratively with the two Medi-Cal Managed Care Plans (MCPs) in the region, Anthem Blue Cross and California Health and Wellness, to develop a Housing and Homelessness Incentive Program (HHIP) Plan in each county that will enable both plans to draw down incentive funding from the CA Department of Health Care Services (DHCS) and invest the funds locally for the purpose of improving service coordination. The incentive funds can be used to improve CoC infrastructure, including improvements to the existing Homeless Management Information System (HMIS) and associated Coordinated Entry System to ensure seamless entry into, and access to, a variety of services provided by CoC partners and the MCPs.

The Department requests your Board to approve the HHIP Agreement between Inyo County and Anthem Blue Cross so that incentive funds can be drawn down and administered locally on behalf of the ESCoC region.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	055900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4498
<b>Recurrence</b>	One Time funding		
<b>Current Fiscal Year Impact</b>			
These monies will be deposited into a trust until allowable expenses are paid out of the CoC budget (055900).			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your Board could choose not to enter the agreement with Anthem Blue Cross. Doing so would mean that Inyo, Alpine and Mono Counties would not receive additional funding to support integration of this Managed Medi-Cal Plan into the Eastern Sierra Continuum of Care and associated Coordinated Entry System.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Eastern Sierra Continuum of Care, including Mono County, Alpine County, Mammoth Lakes Housing, and other partner agencies that serve individuals who are homeless or who are at risk of becoming homeless.

**ATTACHMENTS:**

1. Inyo County HHIP Anthem Grant Agreement - Alpine, Inyo, Mono Counties

**APPROVALS:**

Anna Scott	Created/Initiated - 3/15/2023
Darcy Ellis	Approved - 3/15/2023
Anna Scott	Approved - 6/6/2023
Melissa Best-Baker	Approved - 6/6/2023
Marilyn Mann	Approved - 6/7/2023
John Vallejo	Approved - 6/15/2023
Amy Shepherd	Approved - 6/15/2023
Marilyn Mann	Approved - 6/15/2023
Nate Greenberg	Final Approval - 6/15/2023

# **Housing and Homelessness Incentive Program Agreement**

**BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.**

**AND**

**Inyo County Health and Human Services Agency**

**THIS AGREEMENT** (the “Agreement”) by and between Blue Cross of California Partnership Plan, Inc. and its affiliates (“Anthem”) and the Inyo County Health and Human Services Agency (HHIP Grantee”) is effective upon the date of complete execution of the Agreement (the “Effective Date”). The scope of services, reporting, and funding details are included in Exhibit A.

**WHEREAS:** The Housing and Homelessness Incentive Program (HHIP) is a two-year incentive program from the Department of Health Care Services (DHCS) that allows Medi-Cal Managed Care Plans (MCP’s) to earn funds by working with community organizations to build partnerships and address housing and homelessness. As part of HHIP, Anthem is making investments to community partners - “HHIP Grantees” to address identified gaps and needs and meet HHIP metrics.

## **AGREEMENT:**

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Anthem and HHIP Grantee each desire to participate in HHIP (the “Program”) geared towards improving partnerships and addressing housing and homelessness among Medi-Cal members. HHIP Grantee agrees to perform the services, and agrees to program goals, metrics and objectives as specified in Exhibit A, attached hereto and incorporated herein.
2. To the extent any provision contained in this Agreement conflicts with the terms and conditions of HHIP Grantee Agreement with Anthem, then HHIP Grantee Agreement shall control.
3. The parties acknowledge and agree that all information related to the Program created and/or furnished by one party to the other party as a result of this Agreement is proprietary and confidential. HHIP Grantee and Anthem agree not to use such proprietary and confidential information except for the purpose of carrying out their obligations under this Agreement. Neither party shall disclose any proprietary and confidential information to any person or entity without the other party’s express written consent, except as required pursuant to applicable law, regulatory requirements or legal order, in which case such party shall immediately notify the other party of the receipt of any such request for disclosure prior to the disclosure.
4. The Agreement will commence on the Effective Date and will be in force until the DHCS incentive phase out fiscal year 2024-2025 from the Effective Date unless the Agreement is earlier terminated as specified in Exhibit A.

5. Either party may terminate this Agreement with or without cause on thirty (30) days' prior written notice to the other party. This Agreement will automatically terminate upon one or more of the following events:
  - a. Termination of HHIP Grantee Agreement with Anthem; or
  - b. HHIP Grantee fails to meet requirements and measurements as outlined in Exhibit A.
6. The parties hereto represent to each other that to their knowledge this Agreement (i) has been validly executed and delivered, and (ii) has been duly authorized by all corporate action necessary for the authorization.
7. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
8. This Agreement is solely for the benefit of HHIP Grantee and Anthem and will not be construed to give rise to or create any liability or obligation to, or to afford any claim or cause of action to, any other person or entity.
10. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all liability, loss, claim, damage or expense, including defense costs and legal fees, incurred in connection with a breach of any representation and warranty made by a party in this Agreement, and for claims for damages of any nature whatsoever, arising from a party's performance or failure to perform its obligations hereunder.
11. Provider agrees that HHIP funds cannot be used for long-term "room and board" costs which is defined as long-term rental assistance. This does not include shelter operations or shelter costs, short-term or emergency rental assistance, housing related costs for housing lease-up, capital funds for permanent affordable or supportive housing development or rehab, or housing development operating subsidies.
12. The funding for this Agreement is subject to Anthem's receipt of HHIP funds from DHCS.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Inyo County Health and Human Services Agency

**BLUE CROSS OF CALIFORNIA PARTNERSHIP  
PLAN, INC. (Anthem Blue Cross)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

**EXHIBIT A**

HHIP is for Anthem California Medicaid business-only. Unless otherwise defined in this Agreement, all defined terms shall have the meanings set forth in the DHCS HHIP [All Plan Letter \(APL\)](#).

Under the Program, Anthem will advance funds (See Total Grant Amount) as a grant to assist Anthem with meeting HHIP metrics during the Program measurement periods. If the Program Agreement between Anthem and HHIP Grantee is terminated for any reason during the duration of this Agreement, Provider understands and agrees that it will repay the Grant in full.

**1. Grantee Information:**

<b>Grantee Name:</b> Inyo County Health and Human Services Agency	<b>Primary Contact for Grant:</b> Name: Anna Scott Email: HHS-Admin@inyocounty.us Phone: 760-873-3305
<b>Grantee Address:</b> 1360 N. Main St., Bishop, CA 93514	<b>County(s) Served:</b> Alpine, Inyo, Mono

2. **Description of Grant/Investment:** The Inyo County Health and Human Services Agency serves as the administrative entity for the Eastern Sierra Continuum of Care (CoC), including administering the Homeless Management Information System (HMIS) and Coordinated Entry System (CES). Funds will support the following at the Inyo County Health and Human Services Agency on behalf of the Eastern Sierra CoC:

- Enhanced staffing capacity for coordinating with Anthem on HHIP activities.
- Costs for the CoC to complete the 2023 Point In Time Count.
- Operations costs and enhancements to the Homeless Management Information System (HMIS) and Coordinated Entry System (CES). This includes enhanced staffing capacity and necessary technology upgrades/reporting requirements to meet HHIP metrics.
- Flexible housing funds to support unit lease up and other housing lease up costs including furniture and other move in costs.

3. **HHIP Measures to be Impacted:** The following HHIP measures are intended to be successfully impacted/achieved by the grant. The grantee has reviewed and understands the definitions and expectations of the intended impacted DHCS HHIP metrics below:

Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement
<input checked="" type="checkbox"/> 1.1 Engagement with the CoC	<input type="checkbox"/> 2.1 Connection with street medicine team ( <i>DHCS Priority Measure</i> )	<input checked="" type="checkbox"/> 3.3 MCP members experiencing homelessness who were successfully engaged in ECM
<input checked="" type="checkbox"/> 1.2 Connection and Integration with the local Homeless Coordinated Entry System ( <i>DHCS Priority Measure</i> )	<input checked="" type="checkbox"/> 2.2 MCP Connection with the local Homeless Management Information System (HMIS) ( <i>DHCS Priority Measure</i> )	<input checked="" type="checkbox"/> 3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports ( <i>DHCS Priority Measure</i> )

<input type="checkbox"/> 1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports		<input checked="" type="checkbox"/> 3.5 MCP members who were successfully housed ( <i>DHCS Priority Measure</i> )
<input checked="" type="checkbox"/> 1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching ( <i>DHCS Priority Measure</i> )		<input type="checkbox"/> 3.6 MCP members who remained successfully housed ( <i>DHCS Priority Measure</i> )
<input checked="" type="checkbox"/> 1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns with HHAP-3)		

4. **Grantee Deliverables/Reporting:** Grantee is agreeing to work in partnership with Anthem Blue Cross on achieving HHIP metrics identified above.

During HHIP Measurement Period 1 (5/1/22-12/31/22) with reporting to Anthem by February 1, 2023 grantee will do the following:

- Participate in monthly HHIP Implementation meetings with Anthem and partners.
- Provide Anthem with process on how Anthem staff can volunteer for the Point In Time Count by December 1, 2022.
- Develop CES strategies for Anthem involvement focused on CalAIM services and work with Anthem to craft narrative for HHIP measure 1.2 Alpine, Inyo, and Mono Counties for submission 1. Integrate new strategies into CoC CES Policies and Procedures. Strategies should include how to increase connection between the CES including increasing referrals for ECM and CS services.
- Develop strategies (in alignment with the CoC) to address disparities and promote equity and identify Anthem’s role in these strategies. With Anthem, craft narrative strategies for HHIP measure 1.6 for Alpine, Inyo, and Mono Counties for submission 1.
- Facilitate “view only” access to the Homeless Management Information System (HMIS) for Anthem care coordination staff and provide training to new users to gain their license.
- Work with Anthem to develop program model for deployment of flexible financial assistance for housing lease up.

During HHIP Measurement Period 2 (1/1/23-10/31/23) with reporting to Anthem by December 1, 2023 grantee will do the following:

- Participate in monthly HHIP Implementation meetings with Anthem and partners.
- Identify Anthem as a funder/partner of the PIT Count in community messaging, materials, and the final public report distributed to the community.
- With Anthem develop a plan for creating HMIS “alerts” for member housing status changes with timeline to implement by October 31, 2023.

- Begin implementation of CES strategies for Anthem involvement. Begin making referrals through CES for ECM and CS services. With Anthem craft narrative for HHIP measure 1.2 for Alpine, Inyo, and Mono Counties for submission 2.
- Begin implementation of equity strategies with Anthem. With Anthem craft narrative for HHIP measure 1.6 for Alpine, Inyo, and Mono Counties for submission 2.
- Disperse flexible financial assistance for housing lease up. For Anthem members receiving services, refer eligible members to ECM and/or CS services. Provide the names of Anthem members who were permanently housed through the use of funds.
- Implement HMIS technology solutions for Anthem to receive alerts on members when there is a housing status change. Initiate data sharing agreements as appropriate.

**5. Anthem Responsibilities:**

- Identify a point of contact to serve as a liaison for HHIP grant.
- Participate as necessary in any planning activities, system/program design, or any other necessary meetings to implement activities being funded by the HHIP grant.
- Distribute funds to HHIP grantee based on Disbursement Intervals below.
- Periodically meet with HHIP grantee to monitor progress on achieving anticipated HHIP metrics. Engage with HHIP grantee on strategies to improve/address challenges to meeting HHIP metrics.

**6. Total Grant Amount: \$120,668**

The following table includes breakdowns of grant activities between two counties (For Anthem internal use).

Activity	Alpine County	Inyo County	Mono County
CoC Infrastructure for HHIP and HMIS/CES Enhancements	\$1,749	\$29,366	\$19,397
PIT Count Support	\$1,273	\$21,364	\$14,112
Flexible Financial Assistance for Housing Lease Up	\$1,156	\$19,422	\$12,829
<b>Totals</b>	<b>\$4,178</b>	<b>\$70,152</b>	<b>\$46,338</b>

**7. Effective Date:** 11/1/22-12/31/2023

**8. Disbursement Intervals:** The total grant will be dispersed using the following intervals:

- \$60,334 upon execution of the HHIP grant agreement
- \$60,334 upon delivering plan to Anthem outlining the process to implement HMIS “alerts” for members housing status changes.



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3515

### California Health and Wellness Housing and Homelessness Incentive Program (HHIP) Agreement Health & Human Services - Fiscal ACTION REQUIRED

#### ITEM SUBMITTED BY

Anna Scott, HHS Deputy Director - Public Health

#### ITEM PRESENTED BY

Marilyn Mann, HHS Director

#### RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and Health Net, LLC and California Health and Wellness Plan for the purpose of building partnerships and addressing housing and homelessness on behalf of the Eastern Sierra Continuum of Care, servicing Alpine, Inyo, and Mono counties, in an amount not to exceed \$78,417 for the period of January 1, 2023 to October 31, 2023, contingent upon the Board’s approval of the Fiscal Year 2023-24 Budget, and authorize the HHS Director to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Eastern Sierra Continuum of Care (ESCoC) provides services and implements homelessness prevention programs throughout Inyo, Mono, and Alpine Counties for the purpose of coordinating services and providing funding for non-profit providers and local government agencies to house or re-house individuals, youth, and families who are experiencing homelessness.

Inyo County Health and Human Services agreed to take the role of Collaborative Applicant on behalf of the ESCoC, as well as the lead agency for the Homeless Management Information System (HMIS), in May 2022, and has worked with the Department of Housing and Urban Development and California’s Business, Consumer Services and Housing Agency (BCSH) to become the designated administrative entity. This designation allows the department to apply for funding on behalf of the ESCoC region.

The ESCoC has worked collaboratively with the two Medi-Cal Managed Care Plans (MCPs) in the region, Anthem Blue Cross and California Health and Wellness, to develop a Housing and Homelessness Incentive Program (HHIP) Plan in each county that will enable both plans to draw down incentive funding from the CA Department of Health Care Services (DHCS) and invest the funds locally for the purpose of improving service coordination. The incentive funds can be used to improve CoC infrastructure, including improvements to the existing Homeless Management Information System (HMIS) and associated Coordinated Entry System to ensure seamless entry into, and access to, a variety of services provided by CoC partners and the MCPs.

The Department requests your Board to approve the HHIP Agreement between Inyo County and California Health and Wellness so that incentive funds can be drawn down and administered locally on behalf of the ESCoC region.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	055900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4498
<b>Recurrence</b>	One Time funding		
<b>Current Fiscal Year Impact</b>			
These monies will be deposited into a trust until allowable expenses are paid out of the CoC budget (055900).			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your Board could choose not to enter the agreement with California Health and Wellness. Doing so would mean that Inyo, Alpine and Mono Counties would not receive additional funding to support integration of this Managed Medi-Cal Plan into the Eastern Sierra Continuum of Care and associated Coordinated Entry System.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Eastern Sierra Continuum of Care, including Mono and Alpine Counties, Mammoth Lakes Housing, CILS, Wild Iris

**ATTACHMENTS:**

1. CA Health and Wellness HHIP Grant Agreement Letter

**APPROVALS:**

Anna Scott	Created/Initiated - 3/15/2023
Darcy Ellis	Approved - 3/16/2023
Anna Scott	Approved - 6/6/2023
Melissa Best-Baker	Approved - 6/6/2023
Marilyn Mann	Approved - 6/7/2023
John Vallejo	Approved - 6/15/2023
Amy Shepherd	Approved - 6/15/2023
Marilyn Mann	Approved - 6/15/2023
Nate Greenberg	Final Approval - 6/15/2023



3/21/23

Marilyn Mann  
Health and Human Services Director  
Inyo County Department of Health and Human Services  
1360 North Main Street, Suite 201  
Bishop, California 93514

Dear Marilyn:

Health Net, LLC ("Health Net") and California Health & Wellness Plan ("CHW"), sometimes collectively referred to as "the Health Plan" are pleased to inform you that it has approved an incentive payment pursuant to the Code of Federal Regulations ("CFR"), Title 42, Section 438.6(b) and the California Department of Health Care Services ("DHCS") Housing and Homelessness Incentive Program in the amount of \$78,417 to Inyo County Department of Health and Human Services, ("Grantee") on the terms and conditions of this Incentive Letter and Agreement ("Agreement").

This Agreement is made and entered into effective January 1, 2023 ("Effective Date"), by and between the Health Plan and Inyo County Department of Health and Human Services ("**Grantee**") for the Housing and Homelessness Incentive Program.

**NOW, THEREFORE**, for good and valuable consideration, the parties agree as follows:

1. **Tax Exemption Status**. If Grantee is exempt from state and/or federal taxation, Grantee will provide The Health Plan proof of such exemption upon The Health Plan's written request. If the Grant is a taxable event for Grantee, Grantee agrees to pay all taxes associated with the Grant and Grantee will indemnify the Health Plan against any such taxes.

2. **Purpose of Grant**. Grantee agrees to use the entire Incentive exclusively to support the specific goals, objectives, activities, and outcomes stated in Exhibits A, B and C. Grantee may not use any part of the Grant, including any interest earned thereon, for any other purpose without the prior written approval of the Health Plan. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.

3. **Term of Grant**. The grant period is from January 1, 2023 through October 31, 2023 (the "Project"). Grantee shall fulfill all outlined grantee activities/deliverables/outcomes on or before the end of the grant period.

4. **Return of Incentive Funds.** The Health Plan reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: (i) if the Health Plan, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement; (ii) if Grantee loses its status as an eligible Grantee under Paragraph 1 above; (iii) if Grantee fails to complete and/or achieve the specified grantee activities/deliverables/outcomes outlined in Exhibit A, B, or C; or (iv) such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to the Health Plan or to this Incentive.

5. **Reports, Records, Audits and Site Visits.** Grantee shall submit written progress report(s) to the Health Plan in accordance with the due dates stated on the Incentive Summary in Exhibit A, B, and C. The Health Plan is authorized to conduct audits, including on-site audits, at any time during the term of this Incentive and within four years after completion of the Project. Grantee shall allow the Health Plan and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as the Health Plan deems necessary or appropriate concerning this Incentive. Grantee shall maintain accounting records sufficient to identify the Incentive and to whom and for what purpose such funds are expended for at least four (4) years after the Incentive has been expended.

6. **Representations.** Grantee acknowledges, represents, and agrees (i) that it acts completely independently of the Health Plan and is solely responsible for any and all activities of Grantee including without limitation those activities that are supported by the Grant, and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Health Plan, its affiliates, officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project and any act or omission of Grantee, its employees, or agents, in applying for, accepting, receiving and expending the Incentive.

7. **Other Obligations.** Grantee acknowledges that the Grantee has no obligation to the Company in consideration for the Incentive, other than to (i) publicly recognize the Health Plan as a sponsor of the Project in all public hearings, public events and media sessions, (ii) collaborate with the Health Plan to enhance public awareness of the Health Plan's sponsorship of the Project, (iii) placement of the Health Plan's name and logo and a brief description of the Health Plan's sponsorship in all relevant marketing materials, collateral, social media and similar public communications stating that the Project was made possible through the generous support of the Health Plan, (iv) permit the Health Plan to use Grantee's name, trademark, logo





and other identifies in communications and publications (including internet, radio, television, etc.) in furtherance of the Health Plan's efforts to inform others of its connection to the Project, and (v) provide the Health Plan with audio, visual and/or written testimonials that promote the Health Plan's connection to the Project.

**8. Independence of the Parties.** Neither the Incentive nor this Agreement shall be deemed to create any relationship of agency, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone. If any portion of this Agreement is found to be illegal or invalid, it shall not invalidate the remaining portions of the document, provided the essential purposes for which each party has entered into this Agreement can still be achieved.

**9. Equal Employment Opportunity.** Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the CFR.

**10. Immigration Act Requirements.** Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

**11. Entire Agreement.** This Agreement shall supersede any prior and contemporaneous oral and written understandings or communications between the parties and it constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be delegated, assigned, amended, or modified except upon the written consent of both parties hereto.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martha Spontana".



Martha Santana-Chin  
Medicare & Medi-Cal President  
Health Net

Agreed to: Marilyn Mann

Signature: \_\_\_\_\_

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

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

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



**EXHIBIT A**

**HOUSING AND HOMELESSNESS INCENTIVE PROGRAM FUNDING SUMMARY**

<b>INCENTIVE NUMBER:</b> 01-08-05		<b>DATE AUTHORIZED:</b> 3/21/23	
<b>ORGANIZATION NAME:</b> Inyo County Department of Health and Human Services		<b>AMOUNT:</b> \$1,782	
<b>GRANT PERIOD:</b> January 1, 2023 – October 31, 2023			
<b>PROJECT CONTACT, TITLE:</b> Marilyn Mann, Health and Human Services Director			
<b>TELEPHONE:</b> 760-873-3305		<b>EMAIL:</b> mmann@inyocounty.us	
<b>COUNTY:</b> Alpine			
<b>HEALTH NET/CHW INCENTIVE CONTACT:</b> Amber Kemp, Vice President, Medi-Cal Regional Lead <b>EMAIL:</b> amber.kemp@cahealthwellness.com			
<b><u>HHIP INCENTIVE PURPOSE:</u></b> As designed, the DHCS Housing and Homelessness Incentive Program (HHIP) is an incentive program that aims to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of HHIP are to: <ul style="list-style-type: none"> <li>1. Reduce and prevent homelessness; and,</li> <li>2. Ensure Medi-Cal managed care plans (MCPs) develop the necessary capacity and partnerships to connect their members to needed housing services.</li> </ul>			
<b><u>DESCRIPTION OF GRANT/INVESTMENT:</u></b> Funds will support CoC infrastructure & capacity, the 2023 Point in Time (PIT) Count, and flexible financial assistance to support housing lease up activities. Investments will help to drive CoC engagement and participation in supporting achievement of HHIP measures for Alpine, Inyo, and Mono counties.			
<b><u>HHIP MEASURES TO BE IMPACTED:</u></b> The following HHIP measures are intended to be successfully impacted/achieved by the grant. The Grantee has reviewed and understands the definitions/expectations of the intended impacted DHCS HHIP measures below:			
<b>Priority Area 1: Partnership and Capacity to Support Referrals for Services</b>	<b>Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs</b>	<b>Priority Area 3: Delivery of Services and Member Engagement</b>	
<input checked="" type="checkbox"/> 1.1 Engagement with the CoC	<input type="checkbox"/> 2.1 Connection with street medicine team ( <i>DHCS Priority Measure</i> )	<input type="checkbox"/> 3.1 Percent of MCP members screened for homelessness/risk of homelessness	



<input checked="" type="checkbox"/> 1.2 Connection and Integration with the local Homeless Coordinated Entry System <i>(DHCS Priority Measure)</i>	<input checked="" type="checkbox"/> 2.2 MCP Connection with the local Homeless Management Information System (HMIS) <i>(DHCS Priority Measure)</i>	<input type="checkbox"/> 3.2 MCP members who were discharged from an inpatient setting or have been to the emergency department for services two or more times in a 4-month period who were screened for homelessness or risk of homelessness
<input type="checkbox"/> 1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports		<input checked="" type="checkbox"/> 3.3 MCP members experiencing homelessness who were successfully engaged in ECM
<input checked="" type="checkbox"/> 1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching <i>(DHCS Priority Measure)</i>		<input checked="" type="checkbox"/> 3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports <i>(DHCS Priority Measure)</i>
<input type="checkbox"/> 1.5 Data sharing agreement with county MHPs and DMC-ODS		<input checked="" type="checkbox"/> 3.5 MCP members who were successfully housed <i>(DHCS Priority Measure)</i>
<input checked="" type="checkbox"/> 1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns with HHAP-3)		<input checked="" type="checkbox"/> 3.6 MCP members who remained successfully housed <i>(DHCS Priority Measure)</i>

**GRANT AMOUNT BREAKDOWN & DISBURSEMENT OF FUNDING**

The following table includes a breakdown of grant funding by HHIP Investment Plan activity:

HHIP Investment Plan Activity	Funding Amount	Primary HHIP Measure Impacted
Supporting CoC Infrastructure & Infrastructure	\$746	2.2
Supporting the Point-in-Time (PIT) Count	\$543	1.1
Supporting Flexible Financial Assistance for Housing Lease Up Activities	\$493	3.5

The Health Plan will disburse the grant award in two (2) installments.



To be eligible for funding, Grantee must submit one (1) copy of Grantee’s W-9 form and such other documentation reasonably requested by the Health Plan.

The Health Plan will make the first payment in the amount of **\$1,336.50** (75% of the grant award) within approximately ninety (90) calendar days of the receipt of Grantee’s completed Agreement.

The Health Plan will make the second payment in the amount of **\$445.50** (25% of the grant award) by June 1, 2023, or within sixty (60) calendar days of receipt and approval of the Grantee interim progress report, whichever is later.

The Health Plan shall have no obligation to provide any additional funding or incentive support to Grantee under this Agreement or for any other purpose. Grantee shall refrain from using any portion of the Incentive for costs not approved under this Agreement, including, but not limited to, the following:

- Capital campaigns;
- Endowments;
- Annual drives or fundraisers;
- Operating deficit or debt retirement;
- Services or costs previously funded by the Health Plan other duplicative funding source; or
- Direct services billable to the Health Plan, and/or other miscellaneous lines items.

**GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES & REPORTING:**

Grantee is agreeing to work in partnership with the Health Plan on achieving/impacting the indicated HHIP measures identified above.

During **HHIP Measurement Period 2 (1/1/23-10/31/23)**, with reporting due to the Health Plan by December 1, 2023, Grantee will do the following:

HHIP Investment Plan Activity	GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES
Supporting CoC Infrastructure & Capacity	<ul style="list-style-type: none"> <li>• Participate in monthly HHIP Implementation meetings with CHW and partners</li> <li>• Develop strategies (in alignment with the CoC) to address disparities and promote equity and identify CHW’s role in these strategies</li> <li>• Partner with CHW to craft narrative for HHIP measure 1.6 submissions</li> <li>• Enhance/upgrade HMIS to facilitate “timely alerts” for MCPs when a member experiences a change in housing status</li> </ul>



	<ul style="list-style-type: none"> <li>• Enhance CES to facilitate referrals to CalAIM ECM and CS for members experiencing homelessness</li> <li>• Provide access to HMIS for CHW staff</li> <li>• Support coordination of persons experiencing homeless into CalAIM ECM and CS</li> </ul>
Supporting the Point-in-Time (PIT) Count	<ul style="list-style-type: none"> <li>• Increase staffing/volunteer capacity for the PIT Count</li> <li>• Purchase of supplies and incentives</li> <li>• Provide CHW will information on how CHW staff can volunteer for PIT Count</li> <li>• Report to CHW on how HHIP funds supported/enhanced the 2023 PIT Count</li> </ul>
Supporting Flexible Financial Assistance for Housing Lease Up Activities	<ul style="list-style-type: none"> <li>• Funds will support housing lease up activities including deposits, landlord incentives, furniture, etc. Funds will compliment and not duplicate CalAIM housing-related Community Supports</li> <li>• Partner with CHW to develop program model for deployment of flexible financial assistance for housing lease up and disperse funds</li> <li>• For CHW members receiving services, refer eligible members to ECM and/or CS services</li> <li>• Provide the names of CHW members who were permanently house using these funds</li> </ul>

The Health Plan may request additional reporting during the Grant Period and up to one (1) year after the expiration or termination of this Agreement.

The Health Plan may change the reporting due date based on changes or communications from DHCS's submission timeframe. The report will document progress and provide data in accordance with the progress report template provided by the Health Plan and include any other requirements imposed by DHCS. The reporting obligations of this Article shall survive any expiration or termination of this Agreement.

**RECOGNITION:**

Grantee agrees to place the Health Net or CHW logo, name, etc. on all related materials for the Grantee's Project as a sponsor and/or funder for this program. The Health Plan will work with the Grantee to determine which logo (Health Net or CHW) shall be used. In addition, Health Net or CHW will be acknowledged on the



Grantee's website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable, Health Net or CHW as specified, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to the Health Plan for review on the use of the logo and/or name on all materials in advance.

For the avoidance of doubt, in the event the Health Plan changes its name or logo in the future, all displays of such by Grantee shall use the then-current versions.



**EXHIBIT B**

**HOUSING AND HOMELESSNESS INCENTIVE PROGRAM FUNDING SUMMARY**

<b>INCENTIVE NUMBER:</b> 01-09-06		<b>DATE AUTHORIZED:</b> 3/21/23	
<b>ORGANIZATION NAME:</b> Inyo County Department of Health and Human Services		<b>AMOUNT:</b> \$53,688	
<b>GRANT PERIOD:</b> January 1, 2023 – October 31, 2023			
<b>PROJECT CONTACT, TITLE:</b> Marilyn Mann, Health and Human Services Director			
<b>TELEPHONE:</b> 760-873-3305		<b>EMAIL:</b> mmann@inyocounty.us	
<b>COUNTY:</b> Inyo			
<b>HEALTH NET/CHW INCENTIVE CONTACT:</b> Amber Kemp, Vice President, Medi-Cal Regional Lead <b>EMAIL:</b> amber.kemp@cahealthwellness.com			
<b><u>HHIP INCENTIVE PURPOSE:</u></b> As designed, the DHCS Housing and Homelessness Incentive Program (HHIP) is an incentive program that aims to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of HHIP are to: <ol style="list-style-type: none"> <li>1. Reduce and prevent homelessness; and,</li> <li>2. Ensure Medi-Cal managed care plans (MCPs) develop the necessary capacity and partnerships to connect their members to needed housing services.</li> </ol>			
<b><u>DESCRIPTION OF GRANT/INVESTMENT:</u></b> Funds will support CoC infrastructure & capacity, the 2023 Point in Time (PIT) Count, and flexible financial assistance to support housing lease up activities. Investments will help to drive CoC engagement and participation in supporting achievement of HHIP measures for Alpine, Inyo, and Mono counties.			
<b><u>HHIP MEASURES TO BE IMPACTED:</u></b> The following HHIP measures are intended to be successfully impacted/achieved by the grant. The Grantee has reviewed and understands the definitions/expectations of the intended impacted DHCS HHIP measures below:			
<b>Priority Area 1: Partnership and Capacity to Support Referrals for Services</b>	<b>Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs</b>	<b>Priority Area 3: Delivery of Services and Member Engagement</b>	
<input checked="" type="checkbox"/> 1.1 Engagement with the CoC	<input type="checkbox"/> 2.1 Connection with street medicine team ( <i>DHCS Priority Measure</i> )	<input type="checkbox"/> 3.1 Percent of MCP members screened for homelessness/risk of homelessness	





<input checked="" type="checkbox"/> 1.2 Connection and Integration with the local Homeless Coordinated Entry System <i>(DHCS Priority Measure)</i>	<input checked="" type="checkbox"/> 2.2 MCP Connection with the local Homeless Management Information System (HMIS) <i>(DHCS Priority Measure)</i>	<input type="checkbox"/> 3.2 MCP members who were discharged from an inpatient setting or have been to the emergency department for services two or more times in a 4-month period who were screened for homelessness or risk of homelessness
<input type="checkbox"/> 1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports		<input checked="" type="checkbox"/> 3.3 MCP members experiencing homelessness who were successfully engaged in ECM
<input checked="" type="checkbox"/> 1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching <i>(DHCS Priority Measure)</i>		<input type="checkbox"/> 3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports <i>(DHCS Priority Measure)</i>
<input type="checkbox"/> 1.5 Data sharing agreement with county MHPs and DMC-ODS		<input checked="" type="checkbox"/> 3.5 MCP members who were successfully housed <i>(DHCS Priority Measure)</i>
<input checked="" type="checkbox"/> 1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns with HHAP-3)		<input checked="" type="checkbox"/> 3.6 MCP members who remained successfully housed <i>(DHCS Priority Measure)</i>

**GRANT AMOUNT BREAKDOWN & DISBURSEMENT OF FUNDING**

The following table includes a breakdown of grant funding by HHIP Investment Plan activity:

HHIP Investment Plan Activity	Funding Amount	Primary HHIP Measure Impacted
Supporting CoC Infrastructure & Infrastructure	\$22,474	2.2
Supporting the Point-in-Time (PIT) Count	\$16,350	1.1
Supporting Flexible Financial Assistance for Housing Lease Up Activities	\$14,864	3.5

The Health Plan will disburse the grant award in two (2) installments.



To be eligible for funding, Grantee must submit one (1) copy of Grantee’s W-9 form and such other documentation reasonably requested by the Health Plan.

The Health Plan will make the first payment in the amount of **\$40,266** (75% of the grant award) within approximately ninety (90) calendar days of the receipt of Grantee’s completed Agreement.

The Health Plan will make the second payment in the amount of **\$13,422** (25% of the grant award) by June 1, 2023, or within sixty (60) calendar days of receipt and approval of the Grantee interim progress report, whichever is later.

The Health Plan shall have no obligation to provide any additional funding or incentive support to Grantee under this Agreement or for any other purpose. Grantee shall refrain from using any portion of the Incentive for costs not approved under this Agreement, including, but not limited to, the following:

- Capital campaigns;
- Endowments;
- Annual drives or fundraisers;
- Operating deficit or debt retirement;
- Services or costs previously funded by the Health Plan other duplicative funding source; or
- Direct services billable to the Health Plan, and/or other miscellaneous lines items.

**GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES & REPORTING:**

Grantee is agreeing to work in partnership with the Health Plan on achieving/impacting the indicated HHIP measures identified above.

During **HHIP Measurement Period 2 (1/1/23-10/31/23)**, with reporting due to the Health Plan by December 1, 2023, Grantee will do the following:

HHIP Investment Plan Activity	GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES
Supporting CoC Infrastructure & Capacity	<ul style="list-style-type: none"> <li>• Participate in monthly HHIP Implementation meetings with CHW and partners</li> <li>• Develop strategies (in alignment with the CoC) to address disparities and promote equity and identify CHW’s role in these strategies</li> <li>• Partner with CHW to craft narrative for HHIP measure 1.6 submissions</li> <li>• Enhance/upgrade HMIS to facilitate “timely alerts” for MCPs when a member experiences a change in housing status</li> </ul>



	<ul style="list-style-type: none"> <li>• Enhance CES to facilitate referrals to CalAIM ECM and CS for members experiencing homelessness</li> <li>• Provide access to HMIS for CHW staff</li> <li>• Support coordination of persons experiencing homeless into CalAIM ECM and CS</li> </ul>
Supporting the Point-in-Time (PIT) Count	<ul style="list-style-type: none"> <li>• Increase staffing/volunteer capacity for the PIT Count</li> <li>• Purchase of supplies and incentives</li> <li>• Provide CHW will information on how CHW staff can volunteer for PIT Count</li> <li>• Report to CHW on how HHIP funds supported/enhanced the 2023 PIT Count</li> </ul>
Supporting Flexible Financial Assistance for Housing Lease Up Activities	<ul style="list-style-type: none"> <li>• Funds will support housing lease up activities including deposits, landlord incentives, furniture, etc. Funds will compliment and not duplicate CalAIM housing-related Community Supports</li> <li>• Partner with CHW to develop program model for deployment of flexible financial assistance for housing lease up and disperse funds</li> <li>• For CHW members receiving services, refer eligible members to ECM and/or CS services</li> <li>• Provide the names of CHW members who were permanently house using these funds</li> </ul>

The Health Plan may request additional reporting during the Grant Period and up to one (1) year after the expiration or termination of this Agreement.

The Health Plan may change the reporting due date based on changes or communications from DHCS's submission timeframe. The report will document progress and provide data in accordance with the progress report template provided by the Health Plan and include any other requirements imposed by DHCS. The reporting obligations of this Article shall survive any expiration or termination of this Agreement.

**RECOGNITION:**

Grantee agrees to place the Health Net or CHW logo, name, etc. on all related materials for the Grantee's Project as a sponsor and/or funder for this program. The Health Plan will work with the Grantee to determine which logo (Health Net or CHW) shall be used. In addition, Health Net or CHW will be acknowledged on the



Grantee's website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable, Health Net or CHW as specified, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to the Health Plan for review on the use of the logo and/or name on all materials in advance.

For the avoidance of doubt, in the event the Health Plan changes its name or logo in the future, all displays of such by Grantee shall use the then-current versions.



**EXHIBIT C**

**HOUSING AND HOMELESSNESS INCENTIVE PROGRAM FUNDING SUMMARY**

<b>INCENTIVE NUMBER:</b> 01-10-07		<b>DATE AUTHORIZED:</b> 3/21/23	
<b>ORGANIZATION NAME:</b> Inyo County Department of Health and Human Services		<b>AMOUNT:</b> \$22,947	
<b>GRANT PERIOD:</b> January 1, 2023 – October 31, 2023			
<b>PROJECT CONTACT, TITLE:</b> Marilyn Mann, Health and Human Services Director			
<b>TELEPHONE:</b> 760-873-3305		<b>EMAIL:</b> mmann@inyocounty.us	
<b>COUNTY:</b> Mono			
<b>HEALTH NET/CHW INCENTIVE CONTACT:</b> Amber Kemp, Vice President, Medi-Cal Regional Lead <b>EMAIL:</b> amber.kemp@cahealthwellness.com			
<b><u>HHIP INCENTIVE PURPOSE:</u></b> As designed, the DHCS Housing and Homelessness Incentive Program (HHIP) is an incentive program that aims to improve health outcomes and access to whole person care services by addressing housing insecurity and instability as a social determinant of health for the Medi-Cal population. The goals of HHIP are to: <ol style="list-style-type: none"> <li>1. Reduce and prevent homelessness; and,</li> <li>2. Ensure Medi-Cal managed care plans (MCPs) develop the necessary capacity and partnerships to connect their members to needed housing services.</li> </ol>			
<b><u>DESCRIPTION OF GRANT/INVESTMENT:</u></b> Funds will support CoC infrastructure & capacity, the 2023 Point in Time (PIT) Count, and flexible financial assistance to support housing lease up activities. Investments will help to drive CoC engagement and participation in supporting achievement of HHIP measures for Alpine, Inyo, and Mono counties.			
<b><u>HHIP MEASURES TO BE IMPACTED:</u></b> The following HHIP measures are intended to be successfully impacted/achieved by the grant. The Grantee has reviewed and understands the definitions/expectations of the intended impacted DHCS HHIP measures below:			
<b>Priority Area 1: Partnership and Capacity to Support Referrals for Services</b>	<b>Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs</b>	<b>Priority Area 3: Delivery of Services and Member Engagement</b>	
<input checked="" type="checkbox"/> 1.1 Engagement with the CoC	<input type="checkbox"/> 2.1 Connection with street medicine team ( <i>DHCS Priority Measure</i> )	<input type="checkbox"/> 3.1 Percent of MCP members screened for homelessness/risk of homelessness	



<input checked="" type="checkbox"/> 1.2 Connection and Integration with the local Homeless Coordinated Entry System <i>(DHCS Priority Measure)</i>	<input checked="" type="checkbox"/> 2.2 MCP Connection with the local Homeless Management Information System (HMIS) <i>(DHCS Priority Measure)</i>	<input type="checkbox"/> 3.2 MCP members who were discharged from an inpatient setting or have been to the emergency department for services two or more times in a 4-month period who were screened for homelessness or risk of homelessness
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**GRANT AMOUNT BREAKDOWN & DISBURSEMENT OF FUNDING**

The following table includes a breakdown of grant funding by HHIP Investment Plan activity:

HHIP Investment Plan Activity	Funding Amount	Primary HHIP Measure Impacted
Supporting CoC Infrastructure & Infrastructure	\$9,606	2.2
Supporting the Point-in-Time (PIT) Count	\$6,988	1.1
Supporting Flexible Financial Assistance for Housing Lease Up Activities	\$6,353	3.5

The Health Plan will disburse the grant award in two (2) installments.



To be eligible for funding, Grantee must submit one (1) copy of Grantee’s W-9 form and such other documentation reasonably requested by the Health Plan.

The Health Plan will make the first payment in the amount of **\$17,210.25** (75% of the grant award) within approximately ninety (90) calendar days of the receipt of Grantee’s completed Agreement.

The Health Plan will make the second payment in the amount of **\$5,736.75** (25% of the grant award) by June 1, 2023, or within sixty (60) calendar days of receipt and approval of the Grantee interim progress report, whichever is later.

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Grantee's website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable, Health Net or CHW as specified, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to the Health Plan for review on the use of the logo and/or name on all materials in advance.

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# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

June 20, 2023

Reference ID:  
2023-3814

### Subaward Agreement with the California Fire Safe Council for \$20,000 County Administrator - Emergency Services ACTION REQUIRED

**ITEM SUBMITTED BY**

Kristen Pfeiler, Wildfire Preparedness Coordinator

**ITEM PRESENTED BY**

Kristen Pfeiler, Wildfire Preparedness Coordinator

**RECOMMENDED ACTION:**

Ratify and approve the subaward agreement with the California Fire Safe Council for \$20,000 to be used for capacity-building, and authorize the Emergency Services Manager to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

This capacity building grant is from the Regional Forestry and Fire Capacity Program and Southern California Edison through the California Fire Safe Council clearinghouse. These funds will be used to help Fire Safe Councils with training, events, project implementation, and outreach that will lead to community participation and recruitment of new members.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded: CFSC, RFFC, SCE	<b>Budget Unit</b>	023700
<b>Budgeted?</b>	Yes	<b>Object Code</b>	4599 Other Agencies
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
Receive grant award of \$20,000.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your board could choose not to receive these funds from CFSC; however, it is not recommended as these funds are being used to increase capacity to implement wildfire-related projects and recruit, train, and sustain their volunteers.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

The 40 Acres Fire Safe Council, the Independence Fire Safe Council and the Wilkerson Fire Safe Council

**ATTACHMENTS:**

1. CA Fire Safe Council Grant Application
2. CA Fire Safe Council Subaward Agreement

**APPROVALS:**

Kristen Pfeiler	Created/Initiated - 6/14/2023
Mikaela Torres	Approved - 6/15/2023
Darcy Ellis	Approved - 6/15/2023
John Vallejo	Approved - 6/15/2023
Amy Shepherd	Approved - 6/15/2023
Nate Greenberg	Final Approval - 6/15/2023



Powered by ZoomGrants™ and

California Fire Safe Council
22 RFFC/SCE - Capacity Building Grant
Deadline: 5/12/2023

Inyo, County of
Inyo FSC Collaboration

Jump to: Organization Information Project Description Budget Documents

\$ 20,000.00 Requested

Submitted: 5/12/2023 2:05:12 PM (Pacific)

Project Contact

Mikaela Torres
mtorres@inyocounty.us
Tel: 7608780120

Additional Contacts

none entered

Inyo, County of

168 N. Edwards Street
P.O. Drawer N
Independence, CA 93526
United States

Telephone 7608780120
Fax 7608780465
Web
EIN 95-6005445

Inyo Co. CAO-Director of
Emergency Services

Nate Greenberg
ngreenberg@inyocounty.us

Organization Information top

1. In what county is your organization located?

Inyo

2. What is your organization type?

- Nonprofit
Home/Property Owners Association
Non-federal Public Agency
Other:

3. Is your organization a new or re-establishing fire safe council?

- Yes
No

4. Please provide the following information.

1866 Your organization's date of establishment (can be a future date)
13008092 Your annual budget or estimated annual budget amount
13,009,958.00 TOTAL

5. Please list all key individuals that will be working on this project, if funded.

Please provide their name, title, function, and whether they are an employee, volunteer, contractor, or other type of relationship.

- Kristen Pfeiler, Inyo County Wildfire Preparedness Coordinator - staff
Inyo County Auditor - staff
Inyo County Fiscal Analyst - staff
Independence FSC members - volunteer
40 Acres FSC members - volunteer
Wilkerson FSC members - volunteer

**6. Please briefly describe your organization's history, structure, and notable projects or accomplishments.**

Inyo County hired the CFSC grant-funded county coordinator (Wildfire Preparedness Coordinator) in October 2022 as a means to address capacity and coordination concerns. There are three community-level fire safe councils in the county - Independence FSC, 40 Acres FSC, and Fire Safe Wilkerson - all of which were established within the past five years as a response to local fires. They are all at different levels of operating and have all completed various projects such as fuel breaks, installing high visibility address signs, and education; Independence and 40 Acres just completed CWPPs while Wilkerson is just trying to regain community interest and commitment to function (the original recipient of this grant). All of them struggle with capacity and operate solely based on volunteerism. The Eastern Sierra region is looking to establish a regional FSC to support these community-level FSCs with exactly this issue. While this new model is being developed, the FSCs are able to leverage the county coordinator housed within the Inyo County Office of Emergency Services and the robust fiscal services of the County, freeing them up to focus on their specific capacity and project needs. There are no established wildfire prevention programs in the county yet, but these FSCs hold their own annual green waste days, send out educational materials, and have created mitigation plans.

**7. What types of programs does your organization provide?**

*Check all that apply.*

- Home Hardening
- Education
- Fuels Treatment
- Defensible Space
- Other: Evacuation Planning, Community Wildfire Protection Planning

**8. Please describe briefly any prior experience with applying for or managing federal, state, local government, or private grants.**

As the project proponent, Inyo County has a robust team of competent and seasoned project and fiscal managers, overseeing a budget of \$130,080,924.00 that employs over 420 staff. The Inyo County Wildfire Coordinator is currently managing a Cal Fire/CFSC grant (\$175K) and assisting with the management of a CalOES grant (\$150K). The Inyo County Emergency Services Manager, the Wildfire Coordinator's supervisor and "applicant" for this grant, has over ten years of experience managing and administering federal, state, and Tribal grants; overseeing multiple budgets (totaling over \$5mil) and program managers. Inyo County OES has a mentorship program in place to build the Inyo County Wildfire Coordinator's experience and efficacy with writing, managing, and administering grants. The Wildfire Coordinator helped 40 Acres and Wilkerson apply for this CFSC capacity-building grant in November and just applied for a large CalFire Prevention grant in March.

**9. Does your organization have a fiscal sponsor?**

*Required for organizations that do not have an IRS determination letter or other legal standing or capacity to receive a grant.*

- Yes
- No

**10. Please provide the following information about your fiscal sponsor if applicable: Name of organization, name of point of contact, phone number, email, and mailing address.**

*If not applicable, enter "NA."*

NA

**11. What type of organization is your fiscal sponsor?**

- Nonprofit
- Home/Property Owners Association
- Non-federal Public Agency
- Other:
- Not Applicable

**12. Please briefly describe your fiscal sponsor's experience with managing grant funding if applicable.**

*If not applicable, please enter "NA."*

NA

**13. My organization has legal standing to receive grant funds directly without the need for a fiscal sponsor.**

*If you are unsure, please contact CFSC before the grant application deadline to discuss your organization status.*

- Confirm

## Organizational Management and Operations Capacity Survey Questions

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### 1. Is your organization engaged in initial startup activities?

Examples include 501(c)(3) filing, setting up office space, utilities, website, insurance, training, banking setup, etc.

- No
- Yes

### 2. Does your organization have a vision statement?

- No
- In process of creating
- Yes, but outdated
- Yes, and it is up to date

### 3. Please provide your vision statement (if applicable).

Build resilient communities and landscapes in Inyo County. We are collaborative, empowering, and ready.

### 4. Does your organization have mission statement?

- No
- In process of creating
- Yes, but outdated
- Yes, and it is up to date

### 5. Please share your mission statement (if applicable).

Create a proactive and innovative approach to mitigation, preparedness, and recovery for all hazards impacting Inyo County.

### 6. Does your board have an approved set of bylaws that define its essential responsibilities and complies with federal and state statutes?

- Yes
- No
- We do not yet have a board
- Not Applicable to our organization

### 7. Does your board have criteria for becoming a board member, clearly defined duties, and terms of reference?

- Yes
- No
- We do not yet have a board
- Not applicable to our organization

### 8. Does your board meet regularly and keep documented minutes with recorded decisions?

- Yes
- No
- We do not have a board
- Not applicable to our organization

### 9. Does your organization have a written strategic plan that includes specific, measurable goals developed by the board and staff members?

- Yes
- No
- Other - Please explain: The County does have this, but the OES Dept is currently in the process of creating this in collaboration with the FSCs.

### 10. Does your organization have written policies and procedures reviewed and approved by the board and shared with the staff to govern the organization in the following categories?

- Finance/Accounting
- Human Resources
- Fund Development
- Communications

- Equipment
- Travel
- Conflict of Interest
- NA

**11. Please rate your organization's grant writing capacity (capability, knowledge and resources).**

- None
- Some Capacity
- Medium Capacity
- High Capacity

**12. Our organization seeks grants based on organizational and/or community needs rather than in response to funding availability.**

*Please indicate which choice below relates best to this statement.*

- Disagree
- Mostly disagree
- Neutral
- Mostly agree
- Agree completely

**13. Please rate your organization's partnership development capacity.**

- None
- Some Capacity
- Moderate Capacity
- High Capacity

**14. Your organization spends a sufficient amount of time meeting, interacting, and collaborating with community members, program participants, and leaders for the purpose of learning about what is going on in the community.**

*Please indicate which choice below relates best to this statement.*

- Disagree
- Mostly Disagree
- Neutral
- Mostly Agree
- Agree

**15. Your organization actively participates in key partnerships alliances or networks with a shared mission or vision.**

- Disagree
- Mostly Disagree
- Neutral
- Mostly Agree
- Agree

**16. Does your organization have insurance?**

- Yes
- No
- Other - Please explain:

## **Infrastructure and Information Technology Capacity Survey Questions**

---

**17. Please select the statements below that fit your organization.**

*Select all that apply.*

- Our organization has the needed facilities (office or other) to operate, implement our programs, and achieve our mission.
- Our organization has the right amount of equipment and supplies.
- Our organization has the expertise (via staff, volunteers, or consultants) to manage our technology systems.
- Our organization has the necessary hardware (computers, video cameras, printers, scanners, modems, hard drives,

etc.) to achieve our mission.

- Our organization has the necessary software (word processing systems, database systems, graphics, publishing, etc.) to achieve our mission.
- Our organization has project management software.
- Our organization has customer relationship management (CRM) software.
- Our organization has payroll and timekeeping software.
- Our organization has the GIS or other mapping/database software that it needs.

**18. Please briefly describe the facilities, equipment and computing systems you are currently using, and discuss your organization's facility, equipment and computing capacity needs.**

*Items discussed here do not necessarily need to be part of the grant request below.*

The Wildfire Coordinator operates out of the County building in Bishop and has access to printing, computers, GIS, project management, Teams and Microsoft Suite. The FSCs operate from their homes and typically hold meetings via zoom using their personal computers. 40 Acres has one printer that was purchased through grant funds and used to print and distribute materials to their community and partners.

All entities could benefit from training around graphic design and publishing, project management, volunteer management and the systems and software to support those areas.

### Staff and Training Development Capacity Survey Questions

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**19. Please select the statements below that describe your organization's staff development and training capacity.**

*Select all that apply.*

- Our organization has documented positions with written duties, and qualifications.
- Necessary positions are filled, or is there an up to date/current recruitment plan.
- Our organization has a documented plan for supervision, staff reporting, and performance reviews.
- Trainings, conferences, and professional development opportunities are available to staff and program teams.
- Our organization's staff have the required knowledge, and skills to implement our programs/services in a manner that will achieve the greatest positive affect.

**20. Please discuss your organization's staff development capacity needs.**

*This question is part of the capacity survey. Items discussed here do not necessarily need to be part of the grant request below.*

Inyo County does check most of these boxes; however, the wildfire program and position is completely new and vague. The program is comprised solely of the Wildfire Coordinator and the Emergency Manager. We are only able to provide fire preparedness services by partnering with other entities. Many of the FSCs do not have fully staffed boards and don't have positions specific to administration, project management and scoping, grant writing and management, and outreach and education. Many are not trained on the roles and responsibilities needed to serve on a non-profit board or have the expertise needed to deliver programs and services effectively.

### Volunteer Management Capacity Survey Questions

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**21. Please select the statements below that fit your organization's volunteer capacity.**

*Select all that apply.*

- NA – Our organization does not have volunteers
- We would like to have volunteers but do not yet have any.
- We have volunteers but do not yet have volunteer policies and procedures.
- Our volunteer policies and procedures are in process.
- Our organization has a policy for recruiting and selecting volunteers.
- Our organization has procedures to train volunteers.
- Our volunteers are provided position descriptions.
- Our volunteers are consistently guided and supervised.

**22. If your organization uses volunteers, please describe your process for recruitment and the types of training and supervision that volunteers receive. If your organization does not use volunteers, please describe the reason, and discuss whether you are interested in volunteer development.**

Inyo County Wildfire Coordinator currently does not have a volunteer program but would like to move toward that direction in the future with the implementation of a regional FSC. Wilkerson and Independence have volunteers but do not have policies and procedures for them. 40 Acres does have a procedure to train their volunteers. Volunteer development is a major initiative



for all entities. These FSCs are struggling to keep their organizations afloat due to the lack of capacity and time to address and focus on volunteer recruitment and pertinent training and definitions for their positions and projects. Each of their executive committees are stretched thin.

## Outreach and Communications Capacity Survey Questions

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### 23. Which items below describe your organization's process for outreach and communication?

Select all that apply.

- Our organization has an up-to-date logo.
- Our organization has a style guide and associated templates to facilitate consistent creation of organizational materials and publications.
- Our organization has an up-to-date website that reflects our organization and the services that we provide.
- Our organization has a community outreach and engagement plan.
- Our organization has basic information brochures, flyers, or materials that share about our mission, programs and contact information.
- Our organization has an outreach kit with the supplies and materials needed to table at community events.
- Our organization has a social media presence that reflects our organization's mission and amplifies our work.
- Our organization has an up-to-date external communications plan that addresses strategy for crisis communications, marketing, and public relations.

### 24. Please provide details about your organization's communications development capacity needs.

This question is part of the capacity survey. Items discussed here do not necessarily need to be part of the grant request below.

Inyo County is currently in the process of designing a logo. All local FSCs have logos. All entities are in need of the remainder of these items in addition to some basic outreach surveys delineating the communities' preferred methods of receiving information. While the desire is there to work on all these components, the capacity to implement any of these is limited and often falls to the wayside because the FSCs are all volunteer based and struggling to recruit.

### 25. Please select the communication channels your organization consistently uses to share information about your work.

Select all that apply.

- Email List Serve/E-Blasts
- Website
- Newsletter
- Facebook
- Instagram
- LinkedIn
- Others- Please explain:

### 26. Is your organization interested in changing the number or type of social media channels that your organization uses or developing strategies to manage social media activities?

Please explain:

Inyo County is currently developing a website (ReadyInyo), Facebook, and Instagram. It is our hope to utilize these channels for all hazards and mitigation information including the work of the FSCs. The FSCs utilize email and mailings to communicate to the public. They each have websites and Facebook accounts, but they don't have the capacity or expertise to update or effectively use either. The FSCs are wanting to expand to Instagram as well. ReadyInyo would like to host a county-wide newsletter that could feature each of the FSCs, but the Wildfire Coordinator also doesn't have the capacity to take this project on at the moment.

## Capacity Grant Project Description Questions

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### 27. Project Location Latitude (Enter the latitude of your project's location.

Your response must be in decimal format to six places, for example: 39.375097)  
36.709037

### 28. Project Location Longitude (Enter the longitude of your project's location.

Your response must be in decimal format to six places, for example: -122.54454:)  
-117.693329

**29. Please select the capacity-related items below that would be supported by this grant if it is funded.**

Select all that apply.

- Organization Formation and Start-Up
- Board development or training
- Strategic Planning
- Policy and Procedure Development
- Insurance
- Equipment and Supplies
- Technology Support
- Staffing or Training
- Partnership Development
- Grant Writing
- Volunteer-Related Costs
- Web & Social Media Development
- Logo Development and Updates
- Tabling and other Outreach
- Other:

**30. Please provide a description of how this grant will support the item(s) selected above, and what the measurable outcome will be in terms of capacity changes for each item once the grant period is complete.**

*For example, if strategic planning was selected, the outcome could be the production of a draft or completed plan by the end of the grant term. Be specific and direct. Do not describe costs here. Place cost discussion in the budget narrative.*

The main activities that this grant will fund are:

\*Board member trainings - this will increase the capacity and efficacy of the board to create strategic plans, develop policies and procedures, and improve operations so that it doesn't fall all on one or two knowledgeable volunteers. Outcome: all board members will have the required trainings needed for their specific roles.

\*Green waste days - one of the best ways to engage their communities and increase the volunteer pool, build excitement and buy-in, and reduce risk is by hosting free community clean-up days. Outcome: increased partnerships with BLM, CalFire, County, USFS, and others; acquisition of equipment and supplies, rental of dumpsters or chippers, rental of landscape trailers; number of volunteers engaged.

\*Community education and outreach - this will address the varying modalities of communication needed by each community. Outcome: printed and mailed educational materials, development of educational materials, t-shirts and swag to promote the FSCs at events, a stipend to contract a web designer and social media consultant to inform communications strategies and materials.

\*Grant and project management - each FSC needs a dedicated position to move their current initiatives forward and track progress. This grant would provide a stipend to contract a grant writer and manager. Outcome: regional collaboration, grant applications written, project pipeline developed.

**31. Please describe how your organization will sustain the impacts of the capacity grant after the end of the grant term.**

Measurable outcomes from this project will be demonstrated through the acquisition and training of needed board members, the further development of our organization's structure and governance, planning for future projects, home hardening, community fuel clean up days (dumpster days, etc.), community engagement and outreach, and documentation of all such things. This grant will help the grassroots organization of Wilkerson FSC regain footing and momentum to help the community become more resistant and resilient to fire. It will help the Independence FSC reach members of the community they have been struggling to engage and implement their new CWPP. It will help the 40 Acres FSC manage their existing grants and projects while allowing them to be strategic about gaining more support from their community through the implementation of their new CWPP. This grant will be the building block for establishing our regional FSC and the concept of sharing capacity resources among communities. The Wildfire Coordinator will continue to seek funding opportunities utilizing a collaborative model to leverage the limited resources we have in this region and align goals to keep increasing capacity and project impacts.

**Budget [top](#)**

<b>Funding Sources/Revenues</b>	<b>Projected Expense</b>
Stipend (board development, web design and social media, volunteer management, community outreach, grant/project management)	\$ 6,532.00
Green Waste Days (dumpster rentals)	\$ 3,116.00
Outreach (educational materials, printing, mailing, tabling supplies, volunteer swag)	\$ 6,010.24
Training (board training and dues)	\$ 2,000.00

Technology (Zoom account)	\$ 200.00
Indirect Costs (12%)	\$ 2,141.76
<b>Total</b>	<b>\$ 20,000.00</b>

### Budget Narrative

\*Stipend - \$6532 to be split among the three fire safe councils as a stipend to allow for focused and dedicated time and resources to get them to their next levels of functioning. These funds are being allocated to address board/volunteer development and recruitment and management (\$4479 for 40 hours to each FSC at the 2022 volunteer rate of \$37.32/hr), web design and social media development (\$560 for 15 hours total at \$37.32/hr), and grant and project management (\$1493 for 20 hours/each to Independence and 40 Acres FSC to implement their CWPPs at \$37.32/hr).

\*Green Waste Days - \$3116 to be split among the FSCs to rent dumpsters and a trailer for their annual community clean-up day events (\$1800 to 40 Acres FSC for dumpster fee, \$1016 to Independence FSC for dumpster fee, \$300 to Wilkerson FSC for landscape trailer rental fee).

\*Outreach - \$6010.24 to be split among the FSCs to create educational materials, print and mail materials, purchase promotional materials for tabling events, and purchase volunteer appreciation swag.

\*Training - \$2000 to be split between Wilkerson and 40 Acres for board member training.

\*Technology - \$200 to be split between Independence and 40 Acres for Zoom accounts.

\*Indirect Costs (12%) - \$2141.76 to go to Inyo County for the management and processing of funds.

### Documents [top](#)

Documents Requested *	Required? Attached Documents *
IRS Determination Letter	<a href="#">IRS Letter</a>
Board of Directors list with contact information and officers identified	<a href="#">Board of Supervisors</a>
Organization Bylaws	<a href="#">Policies</a>
Most recent 990 or 990 EZ	
Most recent audit (up to last five years)	<a href="#">Audit</a>

\* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 442349

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**CALIFORNIA**  
**FireSafe**  
**COUNCIL**

*Powered by ZoomGrants™*

**Inyo, County of**  
**Inyo FSC Collaboration**  
**20,000.00**

## **Subaward**

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June 2, 2023

Mikaela Torres

Inyo, County of

168 N. Edwards Street

Independence, CA 93526

Dear Mikaela Torres,

Congratulations! The California Fire Safe Council ("CFSC") is pleased to provide funding for County of Inyo's "Inyo FSC Collaboration" project, (the "Project"). The County of Inyo, hereinafter referred to as the "Subrecipient," enters into this Subaward Agreement (the "Agreement") on the date of the last signature on this Agreement below, following the terms and conditions set forth herein.

Funding for this project is from Edison International, parent company of Southern California Edison (SCE) program through California Fire Safe Council (CFSC). The project being funded is as described in the Subrecipients' original application for funding. This Agreement outlines the subaward's procedures and requirements.

The assigned number for this grant is 22 SCE . (Please refer to this number when contacting CFSC about this subgrant). Total funding provided for this Project shall not exceed \$20,000.00. Subrecipient shall assume any obligation to furnish any additional funds that may be necessary to complete the project.

### **SECTION 1 TERM OF SUBAWARD**

The term of this Agreement is from February 1, 2023 – June 30, 2023. Work shall not commence prior to the execution of this Agreement by both parties. An agreement is considered fully executed upon signature and approval by an authorized representative of the California Fire Safe Council. Activities dated back to February 1 are allowable under the terms. Subrecipient shall not receive funding for portions of the Project completed outside of the Term. Subrecipient agrees to comply with all applicable state and local laws governing the funds provided under this Agreement; in addition, Subrecipient will follow generally accepted accounting principles and their organization's written policies and procedures related to financial and program management. In addition to the terms and conditions of this Agreement, the Subrecipient agrees that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.

1. The Award Handbook
2. The submitted Application, Project Budget, Deliverables and Attachments

## **SECTION 2 PURPOSE**

CFSC is pleased to offer funding for new and emerging Fire Safe Councils seeking capacity building support in the Southern California Edison Service area. The objective of this project is to provide general operating support to select Fire Safe Councils in continued support of assisting our partners in successfully implementing wildfire risk reduction projects in at-risk communities in select counties across California.

As a new and emerging Fire Safe Council, the one-time award funds will assist in the establishment of your organization- such as board development, initial filings and more.

To follow the objective of this program stated above, any hazardous fuels treatment or removal will not be an allowable activity with the award funds.

## **SECTION 3 PRIVACY OF CONTRACT**

Subrecipient understands and agrees that privity of contract exists between CFSC and the Subrecipient. That is, the relationship concerning this Subaward is strictly between CFSC and the Subrecipient. Subrecipient understands and agrees that neither Edison International nor the United States shall be, or are intended to be, a party to this Subaward, any contract with the Subrecipient, any solicitations, request for proposals, or disputes on the execution, interpretation or enforcement of any contract, including this Subaward, between CFSC and the Subrecipient.

## **SECTION 4 REPORTS & NEEDS ASSESMENT**

### **Final Report**

Subrecipient shall use CFSC's ZoomGrants reporting system, <https://Zoomgrants.com> for subaward reporting, document submission, and other subaward-related functions. Subrecipient agrees to submit to CFSC all required deliverables and reports via CFSC's ZoomGrants grant portal.

Subrecipient shall submit final financial and programmatic report(s) using the forms provided in ZoomGrants grant portal. Due to the condensed timeline, Subrecipients will only complete a virtual check-in during May 2023 with the Regional Coordinators and a Grant Specialist and submit a final report in July.

By 5 p.m. PST, on July 31, 2023, Subrecipient agrees to submit the final report, including all required documents, through CFSC's ZoomGrants grant portal. The Final Report will be found under the "Final Report" tab.

The final report should include:

- A final programmatic and financial narrative
- A follow-up capacity survey
- A final success story of the project
- Confidential Program Evaluation Form
- Information about the demographics and number of beneficiaries contacted
- A final Budget Report on Actual Costs
- One (1) digital version of products, publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials developed using grant funds over the entirety of the Project.
- Photos: High Resolution digital photos showing the project's outcomes and events.

Failure to comply with all reporting and closeout procedures by the deadlines will be considered noncompliance with the terms of the Agreement. Such noncompliance may be considered in the evaluation of organizational capacity for future subawards.

## **SECTION 5 PAYMENTS**

Payments to Subrecipient shall be in the form of electronic direct deposit through ACH processing to Subrecipient's bank account. (ACH processing is a safe form of a bank wire from CFSC's bank to Subrecipient's bank.). Payments for work conducted under this Agreement may be made on an advance basis. Payments shall be made upon receipt and approval of a Payment Request Form.

Subrecipient may submit advance payment request of 90% of funds, or up to \$18,000. The final payment will be released once

the May 2023 check-in call is completed.

To submit a payment request, the Subrecipient must submit the request in ZoomGrants.

The Subrecipient shall maintain an accounting system that follows Generally Accepted Accounting Principles. The accounting system must accurately reflect fiscal transactions, using the necessary controls and safeguards. This system shall provide an adequate audit trail, including original source documents such as receipts, progress payments, invoices, purchase orders, timecards, canceled checks, etc. The system shall also provide accounting data so the total cost of each individual project can be readily determined. CFSC may request records and documentation at any time. These records shall be retained by the Subrecipient for a period of three years after the closing date of the Project, or one year after final disposition of any disputed audit findings, whichever occurs later unless it is the Subrecipient's policy to retain records for a longer duration.

Avoid audit exceptions – keep accurate records.

Subrecipient must provide a completed ACH Authorization Form and W-9 in ZoomGrants prior to any initial payment being made.

CFSC reserves the right to cancel or stop payments if there are serious compliance or programmatic issues.

Subrecipient shall account for payments received under this Agreement in its budget accounting in the final/closeout report.

#### **SECTION 6 TITLE TO AND USE OF EQUIPMENT AND SUPPLIES**

Title to any supplies or equipment purchased during the Term under this Agreement will vest, upon acquisition, in the Subrecipient. Notwithstanding the foregoing, Subrecipient shall have free, irrevocable license to use the equipment or supplies.

#### **SECTION 7 TITLE TO AND USE OF WORKPRODUCTS AND DATA**

Title to any and all materials developed with funds from this Agreement vests in the Subrecipient. Notwithstanding the foregoing, Subrecipient shall have a free, irrevocable license to use, publish, or distribute all such materials. The word "materials" may include, but is not limited to: reports, studies, photographs, computer programs, drawings, writings, or other similar works or documents, along with all supporting data and material, produced under this Agreement.

CFSC reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the materials for CFSC educational or promotional purposes. CFSC will always attempt to do this with Subrecipient's notification and/or consent.

#### **SECTION 8 PERMITS/ENVIRONMENTAL COMPLIANCE**

Subrecipient shall ensure that the Project is in compliance with all applicable environmental and cultural resource laws – federal, state and local – prior to beginning any activities, including but not limited to, ground-or vegetation -disturbing activities. Projects were selected based on the Subrecipient's assurance that environmental and cultural permits were either not necessary or are already in place.

To follow the objective of this program, any hazardous fuels treatment or removal will not be an allowable activity with the award funds.

#### **SECTION 9 SUBAWARDS**

Subrecipient is prohibited from sub-awarding any part of this Project to another organization.

#### **SECTION 10 RECORD RETENTION**

All Subrecipient records must be kept for three years after the closing date of the project. Upon completion of the Agreement, Subrecipient must maintain copies of all grant documentation, receipts, contractors, bid notices, time sheets, personnel time etc., in a safe, retrievable storage location. Such documentation shall be made to CFSC upon request.

## **SECTION 11 SITE VISITS**

CFSC staff may conduct monitoring visit(s) during the life of the grant. CFSC Grant Specialist will contact the Subrecipient to schedule the visit and inform the Subrecipient of any items to be reviewed.

Subrecipient may be notified that CFSC or would like to conduct a visit during the project performance period. This will always be done in coordination with Subrecipient.

## **SECTION 12 LOGO & PUBLIC NOTICES**

Subrecipient shall cooperate with CFSC to release information about this Project to the press or other news/media outlets.

Subrecipient is prohibited from using Edison International trademarks or service marks without their prior written consent, which may be requested through your Grant Specialist.

Subrecipient is prohibited from using CFSC's trademarks or service marks without CFSC's prior written consent, which may be requested through your Grant Specialist.

Recognition for projects, activities and products should be included on all products developed with grant funds. Subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce the progress and accomplishments. Items such as press releases or other public notices shall include a statement as follows: "Funding provided by a grant from the Edison International, parent company of Southern California Edison through the California Fire Safe Council."

## **SECTION 13 MODIFICATIONS**

Due to condensed project timeline, modifications to subaward and/or extensions are not permitted on this special project. It is the expectation of CFSC that the Subrecipient make every effort to complete the approved Project within the approved Term. CFSC cannot honor any requests for extensions of time past the stated deadline of June 30, 2023.

## **SECTION 14 NOTIFICATION**

Subrecipient shall immediately notify CFSC of developments that have a significant impact on activities supported under this Agreement. Written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

## **SECTION 15 INSURANCE**

It is recommended the Subrecipient shall maintain general and commercial liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage combined; if applicable, workers' compensation insurance of not less than \$1,000,000; and, if applicable, commercial automobile insurance on owned, hired and/or non-owned vehicles of not less than \$1,000,000 throughout the term of the Project. All such policies shall provide that CFSC, and their respective officers, agents, employees and servants are included as additional insureds as far as the performance of this Agreement are concerned. If applicable, Subrecipient shall provide certificate(s) of insurance reflecting that this coverage is in effect upon acceptance of this Agreement. In the event of any change in the insurance coverage, Subrecipient shall provide updated certificate(s) of coverage.

## **SECTION 16 NON-LIABILITY**

CFSC does not assume liability for any third-party claims for damages arising out of this Agreement. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws that it will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. Subrecipient agrees to carry appropriate liability insurance (e.g., general liability, directors and officers, errors and omissions, etc.) to safeguard funds and assets acquired through this Agreement.

## **SECTION 17 TERMINATION**

This Agreement may be terminated by the California Fire Safe Council or Subrecipient upon 30-days written notice to the other party.

If either party terminates the Agreement prior to the completion of the Project, Subrecipient shall take all reasonable measures to prevent further costs to the Project under the Agreement and the CFSC shall be responsible for any reasonable and non-cancelable obligations incurred by Subrecipient in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

Failure by Subrecipient to comply with the terms of this Agreement may be cause for suspension of all obligations of the CFSC hereunder at the discretion of the CFSC.

Failure of Subrecipient to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the CFSC hereunder if in the judgement of the CFSC such failure was due to no fault of Subrecipient. At the discretion of the CFSC, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

Final payment to Subrecipient may not be made until the CFSC determines the Project conforms substantially to this Agreement.

## **SECTION 18 NONDISCRIMINATION**

The California Fire Safe Council and the State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Subrecipient shall not discriminate against any person on any of these bases.

## **SECTION 19 CONFLICT OF INTEREST**

Subrecipient or anyone acting on behalf of Subrecipient shall not have any conflicting personal and/or financial interests in carrying out the duties of this Agreement.

## **SECTION 20 AUTHORITY AND ACCEPTANCE**

All necessary action has been taken by Subrecipient to accept this Agreement, authorize the undersigned to execute this Agreement, and perform the Project as set forth in this Agreement.

## **SECTION 21 CONTACTS**

### SUBRECIPIENT CONTACT

Mikaela Torres

7608780120

### CFSC GRANTS SPECIALIST CONTACT

Morgan Galliano- Senior Grant Specialist

Igalliano@cafiresafecouncil.org

(530) 919-0898



Best wishes for success on the project!

\_/s/, Bob Roper, Chairman for California Fire Safe Council, Inc

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## Signatures

**Inyo, County of**

**California Fire Safe Council**

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Mikaela Torres

6/7/2023 9:00:08 AM

mtorres@inyocounty.us 162.252.88.15

*Not signed yet.*

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