



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. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

SPECIAL MEETING July 23, 2024

Start Time

3:30 P.M.

- 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); and *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.).
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General Services Denelle Carrington.

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

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

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

- 8) **Contract with GHC of Upland SNF, LLC dba Heritage Park Nursing Center**
Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Ratify and approve the contract between the County of Inyo and GHC of Upland SNF, LLC dba Heritage Park Nursing Center of Upland, CA for the provision of psychiatric and other professional medical services in an amount not to exceed \$131,400 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and the Business Associate Agreement.

- 9) **Contract between County of Inyo and Crestwood Behavioral Health for the Provision of Residential Treatment Services**
Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Ratify and approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of residential treatment services in an amount not to exceed \$285,430 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

- 10) **Contract between Inyo County and Anne Sippi Clinic Treatment Group for FY 2024-2025**
Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Ratify and approve the contract between the County of Inyo and Anne Sippi Clinic (ASC) Treatment Group of Bakersfield, CA for the provision of residential treatment services in an amount not to exceed \$94,900 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

11) **Contract between Inyo County and TeleConnect Therapies for FY 2024-2025**

Health & Human Services - Behavioral Health | Anna Scott

Recommended Action: Ratify and approve the contract between the County of Inyo and TeleConnect Therapies of Avalon, CA for the provision of mental health teletherapy services in an amount not to exceed \$118,080 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign.

12) **Medi-Cal Privacy and Security Agreement**

Health & Human Services | Anna Scott

Recommended Action:

- A) Approve the Medi-Cal Privacy and Security Agreement between the County of Inyo and the Department of Health Care Services to ensure the security and privacy of Medi-Cal Personally Identifiable Information contained in multiple databases used to determine client eligibility, for the term of August 1, 2024 through September 1, 2028; and
- B) Authorize the Health and Human Services Director to sign the agreement.

13) **Payment of Past Eastern Sierra Engineering Invoices**

Public Works | Michael Errante

Recommended Action: Authorize staff to pay the outstanding invoices from Eastern Sierra Engineering dated May 2, 2024 in the amount of \$6,370.32, June 6, 2024 in the amount of \$3,582.68, and June 30, 2024 in the amount of \$4,203.06

14) **Waiver of Special Event Permit Fee for Friends of the Inyo Cleanup Effort at Diaz Lake**

Public Works - Parks & Recreation | Daniel Briceno, Nate Greenberg

Recommended Action: Authorize the requested waiver of a special event permit fee for Friends of the Inyo to perform a volunteer trash cleanup day from 9 a.m.-12 p.m. on July 24, 2024 at Diaz Lake.

REGULAR AGENDA

15) **Whitney Portal Road Storm Damage Repair Project Reimbursement Agreement**

Public Works | Michael Errante

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

Recommended Action:

- A) Amend the Fiscal Year 2024-2025 Preliminary Budget, Road Budget 034600 as follows: increase appropriation in Construction in Progress Object Code 5700 by \$3,200,000 (*4/5ths vote required*); and
- B) Approve Reimbursable Agreement No. 6982AF-24-K-500026 between Inyo County and the Central Federal Lands (CFL) division of the Federal Highways Administration (FHWA), requiring Inyo County to provide additional funding beyond that which was previously agreed to and

dispersed by the FHWA, and authorize the Auditor-Controller to sign and return to the FHWA for full execution.

16) **2024 Inyo County Strategic Plan Adoption**

County Administrator | Nate Greenberg
1 hour

Recommended Action: Receive presentation, and discuss, review, and approve the final draft of the 2024 Inyo County Strategic Plan.

17) **Discussion of Grants in Support and Community Project Sponsorship Grant Programs**

County Administrator | Nate Greenberg, Darcy Ellis
1 hour

Recommended Action: Receive an overview of the history and current status of the Grants in Support and Community Project Sponsorship Program and provide any desired direction to staff.

ADDITIONAL PUBLIC COMMENT & REPORTS

18) **Public Comment**

Comments may be time-limited

19) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



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AGENDA ITEM REQUEST FORM

July 23, 2024

Reference ID:
2024-484

Contract with GHC of Upland SNF, LLC dba Heritage Park Nursing Center Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and GHC of Upland SNF, LLC dba Heritage Park Nursing Center of Upland, CA for the provision of psychiatric and other professional medical services in an amount not to exceed \$131,400 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and the Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

We respectfully request that your Board approve this contract. Heritage Park Nursing Center is a Skilled Nursing Facility (SNF) that provides specialized inpatient behavioral health care and additional services for persons in need of that level of care. The Health and Human Services Department placed an individual who is conserved under the Lanterman-Petris-Short (LPS) Act at Heritage Park Nursing Center on November 13, 2023, and that individual is still at this facility.

Behavioral Health did not engage in the RFP process prior to choosing this contractor, as this is a sole source procurement. A sole source procurement is justified in this situation because the County currently has a conservatee placed at this facility and moving that individual would be difficult and counterproductive to their treatment.

FISCAL IMPACT:

Funding Source	Non-General Fund Mental Health Realignment or possibly new grant funding	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Not to exceed \$131,400 during Fiscal Year 2024-2025.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this contract. This is not recommended as it would jeopardize the placement of the LPS conservatee.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Courts

ATTACHMENTS:

1. GHC of Upland SNF LLC FY 24-25 Contract

APPROVALS:

Lucy Vincent	Created/Initiated - 6/11/2024
Darcy Ellis	Approved - 6/11/2024
Lucy Vincent	Approved - 6/25/2024
Melissa Best-Baker	Approved - 7/13/2024
Anna Scott	Approved - 7/15/2024
Grace Chuchla	Approved - 7/15/2024
John Vallejo	Approved - 7/15/2024
Amy Shepherd	Approved - 7/15/2024
Nate Greenberg	Final Approval - 7/16/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND GHC OF UPLAND SNF, LLC, DBA HERITAGE PARK NURSING CENTER FOR
THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES**

WHEREAS, the County of Inyo will likely have the need for the provision of psychiatric and other professional medical services including evaluation and treatment of persons who meet the qualifications for involuntary detention, evaluation, and treatment as a result of a mental disorder (hereinafter “Hospital Inpatient Psychiatric Services”) pursuant to and in accordance with the Bronzan-McCorquodale Act (herein “BMA”) and its predecessor, the Short-Doyle Act, in conjunction with the Lanterman-Petris-Short Act (herein “LPS”) Acts, as set forth in the California Welfare and Institutions Code (herein “W&I”), and related California and federal law. (All references in this Agreement to BMA shall constitute references also to the Short-Doyle Act to the extent, if any, that the Short-Doyle Act is applicable.)

WHEREAS, the County of Inyo (hereinafter referred to as “County”) hereby contracts with GHC of Upland SNF, LLC, DBA Heritage Park Nursing Center (hereinafter “Contractor”) for the provision of Hospital Inpatient Psychiatric Services.

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and incorporated by reference. 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.

2. TERM.

The term of this Agreement shall be from July 1, 2024 to June 30, 2025 unless sooner terminated as provided for in paragraph 16 of this Agreement.

3. CONSIDERATION.

- A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees set forth as Attachment B-1 attached hereto and incorporated by reference for the services and work described in this Agreement which are performed by Contractor at the County's request.

- B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County any additional consideration, compensation, salary, 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.
- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed one hundred thirty one thousand four hundred dollars and zero cents (\$131,400) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- D. Billing and payment. Billing and payment terms and conditions are set forth in Attachment **B** attached hereto and incorporated by reference.
- E. 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.
- F. Utilization Controls. As an express condition precedent to maturing the County's payment obligations under this Agreement, Contractor shall adhere to the County's

Quality Management Plan including utilization controls, DMH Letters/Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

4. DESIGNATION OF FACILITY FOR INVOLUNTARY TREATMENT.

County hereby designates Contractor as a facility for involuntary and intensive treatment as provided in Sections 5150, 5250, and 5350 et seq. of the Welfare and Institutions Code. Contractor hereby represents and warrants that it is approved for involuntary treatment by the California State Department of Mental Health and complies with certification review hearing procedures required by Article 4 of the Welfare and Institutions Code.

5. TIME OF THE ESSENCE.

Time is of the essence in the performance of this Agreement.

6. 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 further represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations. Contractor further represents and warrants that it is currently, and for the duration of the Contract shall remain, certified under Title XVIII of the Federal Social Security Act.
- C. Contractor agrees that compliance with its obligations to remain licensed as a general acute care Hospital or acute psychiatric Hospital and certified under Federal Social Security Act shall be express conditions precedent to maturing the County's payment obligations under Attachment **B** of this Agreement.

- D. Contractor represents and warrants that all inpatient medical subcontractors will maintain licensing and certification required for the delivery of their professional services in California.
- E. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CONTRACTOR FACILITIES.

Contractor shall, at its own expense, provide and maintain facilities and professional, allied, and supportive paramedical personnel which will enable it to provide all necessary and appropriate psychiatric inpatient hospital services. In addition, Contractor shall provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.

8. 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.
- D. Contractor shall be solely responsible for, and shall have exclusive control over, the exercise of professional medical judgment with respect to services provided by

Contractor to a Patient pursuant to this Agreement. Nothing in this Agreement is intended to, or shall be construed to, limit, condition, restrict, or otherwise control the independent exercise of professional medical judgment of Contractor by County. However, in some incidents described in Attachments **A** and **B**, County requires preauthorization for payment of services provided.

9. 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.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs 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. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

11. RECORDS.

A. The Contractor shall:

(1) Maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.

(2) Maintain such information in accordance with Medicare principles of reimbursement and generally accepted accounting principles and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.

(3) Maintain medical records required by Sections 70747-70751 of the California Code of Regulations, and other records related to a Beneficiary's eligibility for services, the services rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this paragraph.

(4) Subject the facility or office, or such part thereof as may be engaged in the performance of the Contract, and the information specified in this Paragraph at all reasonable times to inspection, audits, and reproduction by any duly authorized agents of the County, Department, Department of Mental Health, the Federal Department of Health and Human Services and Controller General of the United States. The Federal Department of Health and Human Services and Controller General of the United States are intended third party beneficiaries of this covenant.

(5) Preserve and make available its records relating to payments under this Contract for a period of seven (7) years from the close of the Contractor's fiscal year, or for such longer period, required by Sub-paragraphs (a) and (b) below.

(a) If this Contract is terminated, the records relating to the work performed prior to its termination shall be preserved and made available for a period of seven (7) years from the date of the last payment made under the Contract.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been stated before the expiration of the seven-year period, the related records shall be retained until completion and resolution of all issues arising therefrom or until the end of the seven-year period whichever is later.

12. AUDIT.

- A. Agents of the County and the State Department of Mental Health shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:
 - (1) Level and quality of care, and the necessity and appropriateness of the services provided.
 - (2) Internal procedures for assuring efficiency, economy, and quality of care.
 - (3) Compliance with County Client Grievance Procedures.
 - (4) Financial records when determined necessary to protect public funds.
- B. The Contractor shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.
- C. Onsite reviews and audits shall occur during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

13. NONDISCRIMINATION.

The Contractor shall not discriminate in the provision of services because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap as provided by state and federal law. In addition:

- A. For the purpose of this Contract, distinctions on the grounds of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap include but are not limited to the following; denying a Beneficiary any services or benefit which is different, or is provided in a different manner or at a different time from that provided other Beneficiaries under this Contract; subjecting a Beneficiary to segregation or separate treatment in any manner related to his/her receipt of any service; restricting a Beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a Beneficiary any differently from others in

determining whether the Beneficiary satisfied any admission, eligibility, other requirements or condition which individuals must meet in order to be provided any benefit; or assigning times or places for the provision of services on the basis of the race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap of the Beneficiaries to be served.

- B. The Contractor shall take action to ensure that services to intended Beneficiaries are provided without regard to race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap.

14. NONDISCRIMINATION POLICY.

- A. Contractor has adopted and shall maintain written nondiscriminatory policies, which are available and practiced by Contractor in the employment of personnel, which provide for nondiscrimination on the basis of race, color, religion, ancestry, gender, sexual orientation, national origin, age, or mental or physical handicap, or on any other basis prohibited by law.
- B. Pursuant to performance contract requirements imposed on County by the California Department of Mental Health, County and Contractor, as its subcontractor for purposes of the performance contract, agree as follows:

"During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, natural origin, ancestry, physical handicap, medical condition, marital status, age, gender, or sexual orientation. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

15. TERMINATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days' written notice of such intent to cancel to County. In the event of termination, Contractor shall be compensated in accordance with the terms of this Agreement for all services performed to the termination date. In the event a Patient remains hospitalized on the termination date, Contractor shall continue to provide services to such Patient until the Patient is discharged or otherwise transferred pursuant to paragraph 4.2 of Attachment A.

16. 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. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

17. SUBCONTRACTORS.

Contractor acknowledges and agrees that in the event Contractor engages a subcontractor to assist in the performance of any of Contractor's obligations pursuant to this Agreement, Contractor shall remain legally responsible for performance of all of the terms and conditions applicable to Contractor hereunder.

18. DEFAULT.

If a party defaults in performing its obligations hereunder ("Defaulting Party") through no substantially contributing fault of the other party ("Non-defaulting Party"), the Non-defaulting Party may give the Defaulting Party written notice of the default. If the Defaulting Party fails to cure the default or initiate and diligently pursue efforts accepted by the Non-defaulting Party to cure the default within thirty (30) days after the Defaulting Party receives the notice, the Non-defaulting Party may terminate this Agreement by giving the Defaulting Party written notice of termination, effective upon the date of the notice or such later termination date as specified in the notice.

19. 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 provision or breach of this Agreement shall not be deemed to be a waiver of that provision or other provision 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-eight (28) below.

20. STANDARD OF PERFORMANCE.

Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent provider of inpatient hospital psychiatric services to patients involuntarily detained by reason of mental disorder.

21. GOVERNING LAW.

A. Contractor agrees to comply with all applicable provisions of federal and state 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. BMA, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and the applicable Cost Reporting/Data Collection ("CR/DC") Manual;
- e. Title XIX of the U.S. Social Security Act, and
- f. The Rehabilitation Act of 1973, Section 504 (Title 29, United States Code, Section 794 as amended from time to time).

22. 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.

23. USE OF INFORMATION.

With respect to any identifiable information concerning Beneficiaries under this Contract that is obtained by the Contractor, the Contractor shall:

- A. Not use any such information for any purpose other than carrying out the express terms of this Contract.

- B. Promptly transmit to the County all requests for disclosure of such information.
- C. Not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than the County without the County's prior written authorization specifying that the information may be released under Title 45, Code of Federal Regulations Section 205.50 and Sections 10850 and 14100.2 of the Welfare and Institutions Code; and regulations adopted pursuant thereto; and
- D. At the termination of this Contract, return all such information to the County or maintain such information according to written procedures sent to the Contractor by the County.

24. 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.

25. 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.

26. 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.

27. 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-eight (28) (Amendment).

28. 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.

29. STAFF AVAILABILITY.

Inyo County BHS shall provide for the availability of authorized BHS staff by pager/telephone on a 24-hour per day basis for the purposes of telephone communications between Contractor and BHS which are required pursuant to this Agreement.

30. NOTICE.

Any notice, request for approval, 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/ Behavioral Health Services:
HHS – Behavioral Health Department
1360 North Main Street, Suite 124
Bishop, CA 93514
1-800-841-5011 BHS Staff 24- Hour Phone No.

Contractor:
GHC of Upland SNF, LLC dba Heritage Park Nursing Center
Attention: Administrator
275 Garnet Way
Upland, CA 91786

Copy to:
Generations Healthcare
Attention: Legal Counsel
6 Hutton Centre Drive, Suite 400
Santa Ana, CA 92707
ContractReview@lifegen.net

31. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision

hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

COUNTY OF INYO

By: _____

Signature

Print or Type Name

Date: _____

CONTRACTOR

By: 

Signature

Lois Mastrocola

Print or Type Name


Date: 06/18/2024

APPROVED AS TO FORM AND LEGALITY:


Grace Weitz (Jun 19, 2024 11:07 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:


Christie Martindale (Jun 20, 2024 07:14 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A – SCOPE OF WORK

1. Definitions. The following definitions apply for the purposes of this contract:

1.1. Administrative Day. “Administrative Day” means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary stays at an acute inpatient facility beyond the beneficiary’s need for acute care. The acute facility is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician’s reviewer or the utilization review committee must monitor the beneficiary’s chart on a weekly basis to determine if the beneficiary status has changed.

1.2. Beneficiary. “Beneficiary” means any patient referred by Inyo County and certified as eligible for services under the Medi-Cal program according to Section 51001, Title 22, California Code of Regulations, and any Indigent Patient.

1.3. Indigent Patient. An "Indigent Patient" is any Patient provided services pursuant to this Agreement for which: (a) Patient does not have ability to pay under the Uniform Method of Determining Ability to Pay (UMDAP) and; (b) Patient is not entitled to or eligible to receive full or partial payment benefits from (1) a private insurer or other private third-party, or (2) Medi-Cal or other such public assistance program. The Patient is deemed to be an "Indigent Patient" as to such service.

1.4. Patient. A Patient is defined as a person who is receiving services provided pursuant to this Agreement.

1.5. Psychiatric Inpatient Hospital Services. “Psychiatric Inpatient Hospital Services” means services provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness.

1.6. Non-Emergency Medical Services. County and Contractor acknowledge that a Patient may have or develop during hospitalization a non-emergency medical condition unrelated to the Patient's mental disorder. Contractor shall obtain prior authorization from County BHS for the provision of non-emergency medical services for the Patient. Such services are referred to herein as "Non-Emergency Medical Services."

2. Scope of Services. Contractor shall provide inpatient psychiatric services to patients referred by County to Contractor for involuntary detention, evaluation, and treatment pursuant to LPS and related applicable law, including without limitation, services relating to 72-hour detention (W&I § 5150), additional 14-day certification and detention (W&I § 5250), LPS temporary conservatorship (W&I § 5353), and LPS Conservatorship (W&I § 5358).

3. Mental Health Services. Contractor shall provide inpatient hospital psychiatric services to Patients referred by County BHS and accepted by the Contractor who are in need of such services and Emergency Medical Services or Authorized Medical Services (a) as required by LPS, other provisions of W&I Divisions 5, 6, and 9, Title 9 and Title 22 of the California Code of Regulations, and other applicable law, and (b) as are medically necessary or medically indicated for

care and treatment of the mental disorder of the Patient including, but not limited to, the following services:

3.1. Psychiatric history, diagnosis, and evaluation of the Patient which shall include an interview, mental status evaluation, diagnosis, and clinical recommendations, promptly upon the Patient's arrival at Contractor's facilities for evaluation and, thereafter, in accordance with requirements of LPS and applicable law.

3.2. Responsibility for providing or assuring the provision of professional medical services to perform a history and physical examination of each Patient promptly, and in any event, within twenty-four (24) hours after the Patient's admission to Hospital.

3.3. Approval of an individual treatment plan.

3.4. Psychiatric services compatible with the Patient's individual treatment plan.

3.5. Prescription of medication necessary for the treatment of the Patient's mental and physical health condition.

3.6. Discharge planning and continuing care planning.

3.7. Responsibility for providing or assuring the provision of all professional medical care and treatment of the Patient at Hospital's facilities.

Such services are referred to herein as "Mental Health Services."

4. Referral by County.

4.1. Notification. Prior to transporting a proposed Patient to Contractor's facilities, County BHS shall (a) contact Contractor by telephone to advise Contractor of the proposed Patient and his or her condition, (b) provide an expected time of arrival at Contractor's facilities, (c) confirm bed-availability at Contractor's facilities for the proposed Patient, (d) Confirm Patient is medically stable for transport, and (e) authorize the provision of services to the proposed Patient. County BHS shall be authorized and responsible for making such contacts for referral of persons to Contractor. However, County and Contractor acknowledge that County's law enforcement agencies may make such a contact in some cases. In the event Contractor receives a referral from a County law enforcement agency, Contractor shall notify BHS promptly by telephone of the referral, and request authorization from BHS for the provision of services to the person referred.

4.2. Transport Responsibility. In coordination with the Contractor, County shall be responsible, at County's expense, for causing proposed Patients and Patients to be transported to and from Contractor's facilities. In the event a referred Patient is not admitted pursuant to paragraph 6 below, or this Agreement is terminated, County BHS shall promptly make available to the proposed Patient transportation from Contractor's facilities.

Notwithstanding the foregoing, Contractor shall be responsible for transporting such Patients and proposed Patients, at Contractor's expense, in the event Contractor undertakes or authorizes such transportation for the purpose of providing services under this Agreement without the prior approval of BHS, except in the event of a medical emergency necessitating transport to another health care facility.

4.3. Certain Substance Abusers Ineligible. County and Contractor acknowledge and agree that persons who are under the influence of alcohol, drugs, or other chemical substances, but who are not otherwise suffering from a mental disorder, shall not be eligible for referral or admission to Contractor's facilities.

4.4. Medical Condition Beyond the Capability of Contractor. County and Contractor acknowledge and agree that persons who are determined to suffer from medical conditions other

than mental disorders for which Contractor is not licensed, or otherwise does not have the capability to provide care and treatment, may be determined by Contractor to be ineligible for admission. If such a condition develops after the Patient has been admitted the Contractor may transfer the Patient pursuant to paragraph 4.2.

4.5. Persons Requiring Law Enforcement Security. County shall be responsible for providing, at County's expense, continuous 24-hour security, including the presence of a law enforcement officer and other security measures as appropriate, for each Patient or proposed Patient who is in custody of the County Sheriff or other law enforcement agency as the result of arrest or conviction on criminal charges. Contractor assumes no responsibility for providing such security.

4.6. In the event Contractor reasonably determines that the security measures provided are inadequate to assure the safety and well-being of Contractor's other patients and other persons in Contractor's facilities, Contractor may:

(a) as to a proposed Patient, determine that the proposed Patient is ineligible for admission.

(b) as to a Patient already admitted, notify BHS by telephone of Contractor's determination that the Patient no longer qualifies for admission and hence, services from Contractor, and coordinate with BHS to make arrangements for discharge of the Patient and, if appropriate, his or her transfer to another facility.

5. Evaluation for Qualification for Admission. Contractor will evaluate each proposed patient promptly upon the Patient's arrival at Contractor's facilities, in order to determine if the proposed Patient meets LPS qualifications for involuntary detention and treatment. If the proposed Patient is determined to meet the LPS qualifications and otherwise to be eligible for admission, pursuant to this Agreement, Contractor shall admit him or her as an inpatient.

6. Persons Not Qualified for Admission. In the event the physician determines that the proposed Patient does not meet LPS qualifications for involuntary detention and treatment, or Contractor otherwise determines that the proposed Patient is ineligible for admission pursuant to this Agreement, Contractor shall promptly notify BHS by telephone of the determination, the basis therefor, and the planned action with respect to the release of the proposed Patient. Contractor shall also provide written confirmation of the determination to BHS within ten (10) business days (excluding weekends and holidays) after the date of notice by telephone.

7. Notice and Approval As Condition Precedent to Compensation for Medical Services. In the event of a medical emergency, Contractor shall notify BHS by telephone immediately of the reason for and nature of Emergency Medical Services provided to patients. To the extent permitted by law, BHS reserves the right to refuse to compensate Contractor for non-emergency medical services that are delivered without BHS approval.

8. Billing Procedure as Express Condition Precedent to County's Obligation to Pay. As an express condition precedent to maturing the County's payment obligations under Attachment B of this Agreement, the Contractor shall bill for psychiatric inpatient Hospital services rendered, in whole or in part, to any available State or Federal Medi-Cal care program or under any other contractual or legal entitlement of the Patient, including, but not limited to, a private group

indemnification insurance program or workers' compensation. To the extent that such coverage is available, the County payment obligation pursuant to Attachment B shall be met.

9. Telephone Progress Reports by Hospital to BHS. Contractor shall report to BHS by telephone the current status and proposed action with respect to a Patient or proposed Patient upon or about the following events:

9.1. Admission Determination. Promptly after the determination of the proposed Patient's eligibility for admission, regarding the results of the determination.

9.2. 72-Hour Hold Patients. Approximately 48-60 hours after admission of the Patient, in order to advise BHS of the likelihood of proceeding with certification of a 14-day extension of detention and treatment stay or of discharging the Patient, necessitating arrangements to assure transportation is available to the Patient if the Patient desires to return to Inyo County.

9.3. Other Procedural Events. Promptly in the event of the initiation or conclusion of habeas corpus proceedings or any other LPS or related legal procedure affecting the Patient's stay in Contractor's facility.

9.4. Discharge/Transfer. At least 12 hours prior to discharge or transfer of a Patient, or if such notice is not reasonably possible due to unforeseen circumstances, as promptly as is reasonably possible, in particular in order to assure appropriate transportation arrangements may be made and otherwise to coordinate discharge planning.

9.5. Need for Medical Services. Promptly or as otherwise provided in this Agreement in the event it is determined that a Patient needs Medical Services.

10. Discharge Report and Aftercare Plan. Promptly upon discharge of a Patient, Contractor shall transmit to County a discharge report, which shall include a copy of hospitalization records and/or medical records of the aftercare plan prepared by Contractor in accordance with applicable law, as well as such additional information as necessary or appropriate to summarize the evaluation, treatment, and other services provided to the Patient hereunder.

11. Quality of Care. As an express condition precedent to maturing the County's payment obligations under Attachment B, Contractor shall:

11.1. Assure that any and all eligible Beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.

11.2. Take such action as required by Contractor's Medical Staff by-laws against medical staff members who violate those by-laws, as the same may be from time to time amended.

11.3. Provide psychiatric inpatient hospital services in the same manner to Beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.

11.4. Assure that any discrimination against Beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals, shall not take place.

12. Patient 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, grievance, and appeal forms and Inyo County Mental Health self-addressed envelopes.

13. Beneficiary Evaluation of Contractor's Services. Contractor shall provide a written questionnaire to the Beneficiary at the time of the Beneficiary's admission. The questionnaire shall be approved by the County and shall offer the Beneficiary the opportunity to evaluate the care given. It shall be collected at the time of discharge and maintained in the Contractor's file to seven (7) years and shall be made available to agents of the County, State Department of Mental Health, and the Department of Health and Human Services.

14. Beneficiary Eligibility. This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event a statute is enacted which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, the new definition shall apply to the terms of the Contract.

15. HIPAA Business Associate Agreement. Contractor agrees to enter into the attached HIPAA Business Associate Agreement.

SCOPE OF SERVICES

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443-72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

1. Compliance with Medi-Cal Mental Health Plan (MHP) Requirements:

- 1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.
- 1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.
- 1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

1. **Goals and Outcomes**

Contractor's program shall have the following goals and objectives:

1.1. **Goals:**

- 1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.
- 1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.
- 1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long-term care facilities or state hospitals.
- 1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.
- 1.1.5. Clients shall have reduced medication levels, as measured through medication usage.
- 1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise

group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives:

- 1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning
- 1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.
- 1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.
- 1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

2. Target Population and Geographic Area

2.1. Target Population: Contractor shall provide the services described herein to the following target population:

- 2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.
- 2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.
- 2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.
- 2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.
- 2.1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

2.2. Service Locations and Hours of Operation

2.2.1. Contractor facility addresses:

Horizon Health & Subacute: 3034 Herndon Avenue, Fresno CA 93722

Anberry Nursing & Rehabilitation: 1685 Shaffer Road, Atwater, CA 95301

2.2.1. 24 hours, seven days a week.

3. Requirements for Service Delivery

- 3.1. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.
- 3.2. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.
- 3.3. Services: Contractor shall provide, operate, and maintain an STP program in accordance with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.
- 3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food.
- 3.5. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.
- 3.6. Contractor shall perform the following additional activities, but are not limited to:

- 3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.
- 3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.
- 3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria:

- 3.7.1. To be eligible for admission, a patient must be:
- 3.7.2. At least 18 years of age.
- 3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and
- 3.7.4. Temporarily or permanently conserved.
- 3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.
- 3.7.6. Screening/Referral Process:

- 3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.
- 3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.
- 3.7.7. The following patients will not be acceptable for admission:
 - 3.7.7.1. Patients with an infectious disease for whom Contractor cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.
 - 3.7.7.2. Any patient needing drug or alcohol detoxification.
 - 3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.
 - 3.7.7.4. Patients under 18 years of age.
 - 3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis
 - 3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.
 - 3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.
 - 3.7.7.8. Voluntary patients
 - 3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days
 - 3.7.7.10. Patients that are currently suicidal
 - 3.7.7.11. Patients in restraints
- 3.7.8. Personal Considerations:
 - 3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.
 - 3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

- 3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.
- 3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.
- 3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.

- 3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.
- 3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.
- 3.9. Discharge Criteria and Planning: The contractor shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.
- 3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.
- 3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.
- 3.12. Prior Authorization:
- 3.12.1. Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.
- 3.12.2. Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.
- 3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.
- 3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re-traumatizing people and will facilitate consumer participation in services.
- 3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:
- <https://www.thinkculturalhealth.hhs.gov/clas>
- 3.16. Tuberculosis (TB) Testing. Contractor shall follow TB testing guidelines for all employees and client residents.

4. Data Collection and Reporting Requirements

4.1. Quarterly status reports

5. Customer Satisfaction Surveys

Contractor shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

- All major services provided
- A survey of current customers
- A survey of former customers
- Rating of specific services offered or provided to the customer
- A provision for comments in every survey.

5.1. Contractor shall conduct the survey, compile the data and submit report findings to the County semi- annually.

5.2. Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.

EXHIBIT B

PAYMENT PROVISIONS

This payment provision is subject to modification with written approval of the County Contract

Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.
2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.
3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.
4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.
5. Patient Fees and Third-Party Billing:
 - 5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents

based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.

- 5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.
- 5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other

contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.

- 5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.
- 5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

ATTACHMENT B – BILLING PROCEDURES

1. Rate of Compensation for Mental Health Services. Contractor shall be entitled to compensation from County only for Psychiatric Inpatient Hospital Services rendered to a Beneficiary at rates specified in Attachment B-1. The rate structure specified in Attachment B-1 of the Contract shall not include physician or medical services rendered to Beneficiaries covered under this Contract, or transportation services required in providing Psychiatric Inpatient Hospital Services. When physician, medical, or transportation services are Medi-Cal eligible services or privately insured, they shall be billed separately from the per diem rate of Psychiatric Inpatient Hospital Services.
2. Billing and Payment Guidelines. Contractor shall utilize the Uniform billing and Collection Guidelines and the Uniform Methods of Determining Ability to Pay (UMDAP) procedures prescribed by the California State Director of Mental Health to the extent required by applicable law and State Department of Mental Health guidelines and directives.
3. Statements of Beneficiary Services. Contractor shall submit written itemized statements to County for services rendered hereunder to Beneficiaries. Each statement shall identify the Beneficiary and the number and type of Units of Service provided as Mental Health Services and Medical Services respectively, and the dates on which such Units of Services were provided, and the amount of compensation requested for the services.
4. Compensation Limited to Beneficiaries. Contractor shall be entitled to compensation from County only for services rendered to a Beneficiary pursuant to County's authorization or approval of compensation as otherwise provided in this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to bill and collect from County any compensation for services rendered to a Patient if sources of payment other than Medi-Cal are available. In the event only partial payment for a service is available from any source other than County, Contractor shall accept such payment as payment in full and shall not be entitled to payment from County for any co-payment, deductible, or any other such amount for any part of such services.
5. Rate of Compensation for Medical Services. Contractor shall be entitled to compensation rates for only Emergency and prior-approved Non-Emergency Medical Services as defined in Attachment A at the Contractor's usual and customary rates charged to private-pay patients, which rates shall also include payment for physician services rendered by hospital-based physicians through its departments of radiology, pathology, and emergency services.
6. Rate Of Compensation for Inpatient Psychiatric Hospital Services. The amounts paid to Contractor for in-patient psychiatric services rendered to a Beneficiary shall be in accordance with the rates of compensation otherwise set forth in Attachment B-1 and shall be accepted by Contractor as full and complete compensation for all such services. The per diem rate included in Attachment B-1 is considered to be payment in full, subject to third party liability and patient share of costs, for the specialty mental health services to a Beneficiary.

7. Transmittal of Payment. County shall transmit payment to Contractor within sixty (60) days after County receives the statement for Psychiatric Inpatient Hospital Services rendered to a Beneficiary except as otherwise specified in this Agreement.

8. Medi-Cal Rate as Payment in Full for Services. Contractor covenants to accept as payment in full for any and all psychiatric inpatient hospital services payments authorized by the County pursuant to Attachment B of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the rate payment obligation of the County provided in Attachment B-1.

9. Contractor Determination of Indigent Patient Status: Notice; Verification.

9.1. Indigent Patient Notice. In the event Contractor determines that a Patient is an Indigent Patient, Contractor shall give County written notice of the determination, including supporting findings and documentation (herein called "Indigent Patient Notice").

An Indigent Patient Notice shall be submitted concurrently with the first statement pursuant to which Contractor requests compensation hereunder for services rendered to the applicable Patient on the basis that such services are Indigent Patient Services.

9.2. Verification. Contractor's determination shall be subject to review and approval by County upon County's verification that reasonable efforts have been made to identify payment resources, including without limitation, the determination of eligibility of the Patient for Medi-Cal or other public assistance, which approval may not be unreasonably withheld.

10. Delayed Payment for Verification of Indigent Patient Status. Payment for services to a Patient for which an initial Indigent Patient Notice has been received by County may be delayed as reasonably necessary or appropriate to allow County to verify the Contractor's determination and pursue the determination of the Patient's eligibility for Medi-Cal or other public assistance. However, such payment shall be made no later than ninety (90) days after the date on which County receives the Indigent Patient Notice and related statement, unless on or before such date for payment, the County gives Contractor written notice and verification of the Patient's coverage by an insurer or other private third-party payer or determination that the Patient is eligible for public assistance other than Medi-Cal for the services set forth on the statement.

11. Refund to County. Notwithstanding anything in this Agreement to the contrary, in the event County provides Contractor with written notice and verification of the Patient's coverage by an insurer or other private third-party payer for services for which County has already paid Contractor, Contractor shall be responsible for obtaining payment from such resources. Contractor shall refund to County the amounts for such services which were previously paid by County to Contractor no later than either the thirtieth (30th) day after Contractor receives payment from such resources or the one-hundred-twentieth (120th) day after receipt of the notice from County verifying the Patient's coverage by such resources, whichever day first occurs.

12. Customary Charges Limitation. Notwithstanding anything in the Agreement to the contrary, the County's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 8 of this Attachment.

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 GHC of Upland SNF, LLC dba Heritage Park Nursing Center, referred to herein as Business Associate (“BA”). This Agreement is effective as of _____, (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

GHC of Upland SNF, LLC dba Heritage Park Nursing Center

By:  _____

Print Name: Lois Mastrocola

Title: CFO

Date: 06/18/2024

ATTACHMENT B-1 – SCHEDULE OF FEES FOR INPATIENT PSYCHIATRIC HOSPITAL SERVICES

The fee for Inpatient Psychiatric Hospital Services, including hospital services and which Contractor agrees to provide for evaluation and treatment of a Patient pursuant to this agreement, is as follows. Rates shown are per night. Please see the attached STP Patch Rate Schedules.



LONG TERM CARE PATCH RATES

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	Special Care Standard Rate Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> • Basic Care Services • LTC Treatment Services • Case Management Services 	\$250/day
LTC Patch B	Special Care Additional Services Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility includes: <ul style="list-style-type: none"> • Basic Care Services • LTC Treatment Services with Medical Acuity • Case Management Services • Rehab Services • Increased Psychology Intervention 	\$275/day
LTC Patch C	Special Care Additional Services Intense Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Intense Case Management Services • High acuity – behavioral and medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services 	\$300/day
**LTC Indigent Rate	Clients With No Active Medi-Cal Benefits	A - \$550/day B - \$575/day C - \$600/day
LTC Murphy Patch Rate	Murphy Client	A - \$450/day B - \$475/day C - \$500/day
**LTC Murphy Indigent Rate	Murphy Clients With No Active Medi-Cal Benefits	A - \$600/day B - \$625/day C - \$650/day



SPECIAL TREATMENT PROGRAM PATCH RATES

Item	Pay Point Description	Daily Rate per Client
STP Patch A	Special Care Standard Rate Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Case Management Services 	\$325/day
STP Patch B	Special Care Additional Services Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Case Management Services • Rehab Services • Increased Psychology Intervention 	\$360/day
STP Patch C	Special Care Additional Services Intense Rate Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> • Basic Care Services • Treatment Services • Case Management Services • High acuity – Behavioral and/or Medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services 	\$395/day
**STP Indigent Rate	Clients With No Active Medi-Cal Benefits	A - \$600/day B - \$625/day C - \$650/day
STP Murphy Patch Rate	Murphy Client	A - \$475/day B - \$500/day C - \$525/day
**STP Murphy Indigent Rate	Murphy Clients With No Active Medi-Cal Benefits	A - \$650/day B - \$675/day C - \$700/day



**** The Indigent Rate indicated in the rate table of this agreement will apply when the County client does not have active Medi-Cal benefits, either upon admission or at any time during the Client's stay with Contractor. Contractor will have one hundred eighty (180) days after the date of service to bill the approved Indigent Rate days to the County, no other billing timelines specified in this contract will apply. County will notify Contractor immediately if Client is successfully enrolled in Medi-Cal and benefits become active. If Contractor receives payment from another payment source for the approved Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days and amount paid by the other payment source.**

ATTACHMENT C – INSURANCE PROVISIONS

Attachment C: 2024 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT CARE

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

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, **\$10,000,000** aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Minimum increases to \$5,000,000 per accident if contractor will be transporting county patients off site.
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.
4. **Healthcare Professional Liability:** Insurance appropriate to the work hereunder, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than **\$1,000,000** per occurrence or claim.
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations regarding patient data as undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses.

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 C: 2024 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT CARE

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

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Attachment C: 2024 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT CARE**

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER James+Gable Insurance Brokers 111 N Sepulveda Blvd Ste 325 Manhattan Beach, CA 90266 License #: 0L78680		CONTACT NAME: Neil Plant PHONE (A/C No. Ext): 310-937-2020 E-MAIL ADDRESS: nplant@james-gable.com FAX (A/C, No):	
INSURED Life Generations Healthcare, LLC 6 Hutton Centre Drive, Suite 400 Santa Ana, CA 92707		INSURER(S) AFFORDING COVERAGE INSURER A: Health Providers Insurance Reciprocal, RRG INSURER B: Liberty Mutual Fire Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10080 23035	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

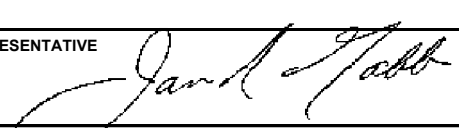
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HCL-23-1214	10/01/23	10/01/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLICY AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AL-23-1214	07/01/23	07/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 8,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	Y	EW2-64N-445492-023	07/01/23	07/01/24
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (CLAIMS-MADE) <input checked="" type="checkbox"/> INCL SEXUAL MISCONDUCT			HCL-23-1214	10/01/23	10/01/24	EACH CLAIM AGGREGATE \$ 2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability coverage is extended to Inyo County, its officers, officials, employees, and volunteers as additional insureds for liability arising from the Mental Health Services contract with the entities listed below.

Additional Named Insureds: GHC of Auburn LLC dba Siena Skilled Nursing & Rehabilitation Center; GHC of El Cajon, LLC dba Bradley Court; GHC of Lakeside, LLC dba Lakeside Special Care Center; GHC of Upland SNF, LLC dba Heritage Park Nursing & Rehabilitation Center

CERTIFICATE HOLDER**CANCELLATION**

County of Inyo HHS-Behavioral Health 1360 N Main St, Suite 124 Bishop, CA 93514	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GHC of Upland SNF, LLC

2 Business name/disregarded entity name, if different from above

Heritage Park Nursing Center

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

275 Garnet Way

6 City, state, and ZIP code

Upland, CA 91786

7 List account number(s) here (optional)

Requester's name and address (optional)

GHC of Upland SNF, LLC

Heritage Park Nursing Center

275 Garnet Way Upland CA, 91786

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

1 1 - 3 7 4 0 5 8 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/18/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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

July 23, 2024

Reference ID:
2024-485

Contract between County of Inyo and Crestwood Behavioral Health for the Provision of Residential Treatment Services

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. of Sacramento, CA for the provision of residential treatment services in an amount not to exceed \$285,430 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board may recall Amendment No. 3 which was presented for your approval on June 25, 2024, which added the Psychiatric Health Facility to the long-standing contract we have had with Crestwood Manor, a Skilled Nursing Facility (SNF) in Stockton. We respectfully request approval of this contract which continues to include the SNFs, the Mental Health Rehabilitation Center (MHRC), the Psychiatric Health Facility (PHF), and which will also include the Bridge Program to help LPS conservatees in need of these different levels of care.

Behavioral Health did not engage in the RFP process prior to choosing this contractor, as this is a sole source procurement. A sole source procurement is justified in this situation because the County currently has individuals receiving treatment at this facility and moving these patients would be difficult and counterproductive to their treatment.

FISCAL IMPACT:

Funding Source	Non-General Fund Mental Health Realignment or possibly new grant funding	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Up to \$285,430.			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. This is not recommended, since it would jeopardize the continued placement of the LPS conservatees.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Courts

ATTACHMENTS:

1. Crestwood Contract - Residential Treatment Services FY 24-25

APPROVALS:

Lucy Vincent	Created/Initiated - 6/25/2024
Darcy Ellis	Approved - 7/3/2024
Lucy Vincent	Approved - 7/9/2024
Melissa Best-Baker	Approved - 7/13/2024
Anna Scott	Approved - 7/15/2024
Grace Chuchla	Approved - 7/15/2024
John Vallejo	Approved - 7/15/2024
Amy Shepherd	Approved - 7/15/2024
Nate Greenberg	Final Approval - 7/16/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential treatment services of Crestwood Behavioral Health, Inc. of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Anna Scott, whose title is: Health and Human Services Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Eighty-Five Thousand Four Hundred Thirty Dollars and no cents (\$ 285,430) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at the County's request. This

statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, and municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates, and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

10. DEFENSE AND INDEMNIFICATION.

A. Contractor shall hold harmless, defend, and indemnify the County, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of work described herein, caused in whole or in part by any alleged or proven negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except to the proportionate extent that such loss or damage was caused by the negligence or willful misconduct of the County.

B. The County shall hold harmless, defend, and indemnify Contractor and its officers, officials, employees, and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) arising out of or in connection with the County's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement except for the proportionate percentage that liability, loss, damage,

expense, or costs were caused by the negligence or willful misconduct of the Contractor. In no event shall the cost to defend charged to the County exceed the County's proportionate percentage of fault.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, certification and licensing regulations, and directions. Records shall be permanent, either typewritten or legibly written in ink and shall be kept on all patients accepted for treatment. All health records of discharged patients shall be completed and filed within thirty (30) days after termination of each episode of treatment and such records shall be kept for a minimum of seven (7) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 18, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054, and 75343. All psychologist records shall also be maintained on each patient for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919.

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

12. NONDISCRIMINATION.

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

13. PATIENTS RIGHTS.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
<u>HHS – Behavioral Health</u>	Department
<u>1360 North Main Street, Suite 124</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Elena Mashkevich</u>	Name
<u>520 Capitol Mall, Suite 800</u>	Street
<u>Sacramento, CA 95814</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 Crestwood Behavioral Health, Inc.
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: _____
Signature

Type or Print Name

Dated: _____

CONTRACTOR

By : *Elena Mashkevich*
Signature

Elena Mashkevich, Executive Director of Contracts
Type or Print Name

Dated: 7/8/2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (Jul 9, 2024 10:38 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Jul 9, 2024 10:55 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Arnon Weinberg
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

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

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

Additionally, Crestwood shall provide:

Inpatient Mental Health Rehabilitation Services as described in the attached document "Mental Health Rehabilitation Center Program Description."

Inpatient Psychiatric Health Facilities services as described in the attached document "Crestwood Psychiatric Health Facility".

Residential Treatment Services as described in the attached document "Adult Residential Treatment Services – Bridge Program".

Exhibit A: Statement of Work

Description of services:

CONTRACTOR shall accept for residential care and treatment, individuals who are clients of the COUNTY. CONTRACTOR operates multiple facilities and will assign treatment levels and services based on the specific licensure and certification classification and service programs available in each facility. Minimum services shall include basic physician, nursing, pharmaceutical and dietary services. CONTRACTOR shall have the capability of providing a rehabilitation and activity program that includes but is not limited to the following services: skilled nursing services for medically complex clients, long term care, behavioral management intervention and training, life skills and community re-integration training, pre-vocational and vocational training, peer counseling and self-advocacy training, outpatient mental health services, and post discharge case management. CONTRACTOR shall provide comprehensive, culturally competent, strength-based, recovery- oriented, 24-hour subacute services to adult beneficiaries who meet target population and medical necessity criteria. CONTRACTOR's licensed residential facilities as part of the COUNTY sub-acute continuum, which includes Adult Residential Treatment Programs (ARTP), Transitional Residential (TR) Programs, Skilled Nursing Facilities (SNF) with a special Treatment Program, Mental Health Rehabilitation Centers (MHRC), Psychiatric Health facilities (PHF). CONTRACTOR services are provided in a structured home environment that supports improving recovery and independent living skills of individuals living with co-occurring medical and/or substance use disorders along with a psychiatric condition for the purpose of community integration and transition to a lower level of care.

Mental Health Rehabilitation Center (MHRC)

I. Program Intent and Goal

This level of care shall provide a supportive environment in a Mental Health Rehabilitation Center (MHRC) through specialized treatment services with a goal of rehabilitation that focuses on maximizing clients' level of functioning. Clients are expected to progress from intensive psychiatric behavior interventions to functioning independently in the least restrictive setting. CONTRACTOR shall provide services in accordance with the following goals:

- To provide a continuum of psychiatric and medical services that empowers and prepares clients to succeed in the least restrictive setting upon discharge from the MHRC/IMD.
- To provide a homelike and therapeutic environment for clients who are experiencing behavioral health challenges. The goal is for clients to move towards their potential in their physical, mental, and spiritual health.

- To assist County (COUNTY) in efficiently and effectively managing limited resources by providing an alternative to utilization of state hospital days and acute hospital administrative days.
- To increase the client's motivation and skills toward self-restoration.
- To prevent or decrease the rate of decompensation, thus reducing placements at higher, more costly levels of care.
- To provide the intensive staffing required to supervise and treat clients with behavioral and medical conditions.
- Prevent the need for re-hospitalization in acute psychiatric or medical facilities.
- Assist clients to maintain or improve functioning and decrease symptoms.
- Empower clients by involving them in directing their own treatment programs.
- Ensure the maximum usage of the most effective and newest psychiatric and medical pharmacological treatments and methods.
- Work collaboratively with the public behavioral health system to enable efficient utilization of this program's specialized resources.
- Assist clients in developing socially responsible behaviors, independent living skills, and coping skills to address their mental health conditions.

Target Population

- The population to be served shall be adult 18 years or older residents of the County that meet the following criteria: diagnosed with a Severe Mental Illness (SMI); and have severe functional impairments meeting requirements for a MHRC/IMD level of care and who may also need nursing interventions.
- Clients who are chronically ill with behaviors that may require 1:1 supervision and high levels of behavioral interventions, support, and/or a high level of nursing interventions.
- Clients who have been rejected for admission by all lower levels of care (less restrictive environment) in the community or deemed not appropriate for lower levels of care.
- Clients with significant behavior challenges that preclude them from living in the community independently.
- Clients who have significant social skills deficits, substance use disorders, impaired self-regulation skills, thought disorders, or nursing complexity.
- High risk clients or clients that continue to show that they are unable to function at the lower levels of care that are available in the community.
- Clients at inpatient or acute hospitals with behaviors or conditions that have shown effectiveness to treatment with enhanced 1:1 staffing.

- Clients with the following conditions: self-harm, polydipsia, brittle diabetics, scavenger behavior, intrusive behavior, aggressive/assaultive behavior, and food intake supervision.
- Clients who have significant behavioral challenges, limited social skills, dual diagnoses, impaired or unable to attend to independent living skills, poor self-regulation skills, thought disorders, and/or nursing complexities that prevent them from living in the least restrictive settings.
- Clients who are deemed gravely disabled by the treatment team and unable to care for their psychiatric needs, which prevents them from residing independently in the community.

Basic Program Requirements

- CONTRACTOR shall admit clients in need of 24-hour behavioral health services. These clients may have a history of or who, without adequate treatment, are at risk of displaying behavioral symptoms (e.g., combativeness, elopement risk, suicide risk, disrobing, substance or alcohol abuse, and/or excessive verbal abusiveness), which preclude them from being accepted and admitted into a lower-level care facility.
- CONTRACTOR shall provide clients a structured training regimen with individualized therapy and other behavioral health treatment services to assist them in developing new skills and modifying behaviors.
- CONTRACTOR shall provide services based on the specific needs of each client as identified through direct client assessments and from the client's treatment team.
- CONTRACTOR shall provide supervision for Behavioral Health Services Department (BHSD) clients twenty-four (24) hours a day.
- CONTRACTOR shall provide behavioral interventions specific to the clients' clinical and medical needs.
- CONTRACTOR shall monitor medication compliance, provide support and structure needed to minimize behavioral and psychiatric symptoms.
- CONTRACTOR shall work collaboratively with clients to develop individualized treatment plans to prepare clients for independent living in the community.
- CONTRACTOR shall provide linkage and education to community resources.
- CONTRACTOR shall communicate with conservators, the COUNTY, and the treatment team if there are changes to the client's condition.
- CONTRACTOR shall provide nutritionally healthy meals to all clients according to the County Nutritional Guidelines and Standards and provide individualized meal plans for clients with special medical needs.

- CONTRACTOR shall provide verbal prompts or physical assistance with personal care such as bathing, hair care, dental care, hand washing, dressing, or other grooming tasks to maintain good physical hygiene and appearance.
- CONTRACTOR shall provide intensive supervision for clients who have a history of AWOL, wandering, or are currently at risk of wandering offsite without supervision.
- CONTRACTOR shall have a specific training regimen to address areas pertaining to violence or aggressive behaviors, meal refusal (not related to eating disorders), medication refusal, Activities of Daily Living (ADLs) compliance, property destruction, challenging personality disorders, and other behaviors as deemed not appropriate if released to the community.

Individualized Intensive Treatment Services

- It is agreed by both CONTRACTOR and COUNTY that individualized intensive treatment services shall address special needs of clients requiring additional care above and beyond the basic services as described in Section III. "Basic Program Requirements" above. Such needs include, but are not limited to, the following:
- Medical care (e.g., diabetic diet, blood sugar monitoring, insulin dependent diabetic care, frequent lab work for medical conditions or physical medication, care for other conditions that require a special diet or monitoring). Medical care may also include other conditions, including, but not limited to, dialysis, oxygen, catheter care, and enemas.
- Clients who are significantly impaired and more chronic than the general population in the facility that require intensive programming, supervision, and support.
- Clients with severe behavioral issues that require supervision or intervention beyond usual redirections, prompting, or attention for psychiatric symptoms. This may include behavioral issues that interfere with psychiatric treatment, medical care, custodial care, or that present a danger or safety concern for the client, other clients, or staff.
- Clients with the following conditions: PICA behaviors, meal refusal, not taking or refusing psychotropic medications, dialysis or end stage liver disease, hypertension, polydipsia, brittle diabetes, AWOL risk, and seizure disorder conditions that require 1:1 supervision or extensive assistance.
- Clients who are chronically ill with behaviors that may require 1:1 supervision who require high level of behavioral interventions, support, and/or a high level of nursing interventions.
- Clients who may have histories of, or without adequate treatment, are at risk of displaying behavioral symptoms, such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness, which preclude them from being admitted into a lower-level care.

- Clients who have been rejected for admission at all lower levels of care and are at risk for placement at the state hospital level.

Licensed Skilled Nursing Facility (SNF)/Special Treatment Program (STP)

CONTRACTOR maintains a Licensed SNF that serves adults and older adults with co-occurring disorders (psychiatric/ medical) in need of 24-hour skilled nursing services.

Program Intent and Goal

This level or supplemental services shall serve County (COUNTY) adults and older adults who are dual diagnosed with a Severe Mental Illness (SMI) in combination with medical conditions that preclude them from being admitted into a basic Skilled Nursing Facility (SNF). In addition, this program shall serve individuals who have foiled basic SNF placements due to behavioral health challenges.

This level of service is also designed to reduce the utilization of acute psychiatric or medical beds by stabilizing both behavioral and medical symptoms.

Clients are expected to progress from intensive psychiatric behavior interventions to functioning independently in the least restrictive setting. CONTRACTOR shall provide services in accordance with the following goals:

- Providing a continuum of psychiatric and medical services that empowers and prepares clients to succeed in the least restrictive setting upon discharge from the SNF.
- Providing a homelike and therapeutic environment for clients who are experiencing medical and behavioral health challenges. The goal is for clients to move towards their potential in their physical, mental, and spiritual health.
- Assisting COUNTY in efficiently and effectively managing limited resources by providing an alternative to utilization of state hospital days and acute hospital administrative days.
- Increasing the client's motivation and skills toward self- restoration.
- Preventing or decreasing the rate of decompensation, thus reducing placements at higher, more costly levels of care.
- Providing the intensive staffing required to supervise and treat clients with behavioral and medical conditions.
- Assisting clients to maintain or improve functioning and decrease psychiatric symptoms.
- Empowering clients by involving them in directing their own treatment programs.
- Ensuring the maximum usage of the most effective and newest psychiatric and medical pharmacological treatments and methods.

- Working collaboratively with the public behavioral health system to enable efficient utilization of this program's specialized resources.
- Assisting clients in developing socially responsible behaviors, independent living skills, and coping skills to address their mental illness and medical conditions.

Target Population

- The population to be served shall be COUNTY adults (18 years or older) and that meet the following criteria: diagnosed with a SMI and have severe functional impairments meeting requirements for a SNF level of care.
- Clients who may have a history of or without adequate treatment, are at risk of displaying behavioral symptoms, such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness, which preclude them from being admitted into a regular SNF.
- Clients who have significant behavioral challenges, limited social skills, dual diagnoses, impaired or unable to attend to independent living skills, poor self-regulation skills, thought disorders, and or nursing complexities that prevent them from living in the least restrictive settings.
- Clients who are chronically ill with behaviors that may require 1:1 supervision and high level of nursing interventions.
- High risk clients, or clients that continue to show that they are unable to function at the lower levels of care that are available in the community due to their medical and psychiatric conditions.
- Clients at inpatient or acute hospitals with behaviors or conditions that have shown effectiveness to treatment with enhanced 1:1 staffing.
- Clients with the following conditions: self-harm, polydipsia, brittle diabetics, scavenger behavior, intrusive behavior, and aggressive/assaultive behavior, and food intake supervision.
- Clients whose mental illness requires a sub-acute level of care, as well as clients suffering exclusively from developmental disability, mental retardation or physical illnesses alone (without a psychiatric component) shall not be considered for admission.

Basic Program Requirements

- CONTRACTOR shall admit clients in need of 24-hour skilled nursing services and psychiatric services. These clients may have a history of or who, without adequate treatment, are at risk of displaying behavioral symptoms (e.g., combativeness, elopement risk, suicide risk, disrobing, substance or alcohol abuse, and/or excessive verbal abusiveness), which preclude them from being accepted and admitted into a lower-level care facility.
- CONTRACTOR shall provide professional nursing care with licensed nursing staff, bed and board, physical therapy, occupational therapy, speech therapy, social

services, medications, supplies, equipment, and other services necessary to the health of the client.

- CONTRACTOR shall provide a structured training regimen which includes life skills training that helps foster independent living, such as activities of daily living, safety awareness, stress management, impulse control, medication management, and awareness to community resources.
- CONTRACTOR shall provide health education and specialized treatment, such as dual diagnosed groups, individual counseling as applicable, coping skills, and other recovery interventions as needed for the recovery of the clients.
- CONTRACTOR shall provide a specific treatment protocol for clients who may have a history of aggressive or difficult to manage behaviors, may be resistant to care, non-ambulatory, and poor impulse control.

The facility is certified to admit a limited number of Special Treatment Program (STP) residents. The residents meeting STP criteria require participation in at least 27 hours of individual and/or group services. The purpose of the STP is to stabilize psychiatric symptoms and treat medical conditions in order to facilitate placement in a less restrictive setting.

Transitional Residential Facilities/Adult Residential Facilities

CONTRACTOR maintains licensure from Community Care Licensing Division (CCLD). Provides residential care with a range of services that focus on an individual's recovery and achieving greater independence. These programs are designed to provide a structured environment for individuals with mental health conditions. Transitional Residential is not locked, less restrictive environment than SNF, or MHRC.

Performance Measures

CONTRACTOR shall produce the following outcomes:

Objective: 90% of clients will not be psychiatrically hospitalized or incarcerated while open to CONTRACTOR program.

Performance measurement method: The total number of clients psychiatrically hospitalized or incarcerated while open to the CONTRACTOR program, divided by the total number of individuals discharged during the reporting period.

Objective: MHRC: 75% of the clients will be discharged within a 12-month period from admission to a lower level of care.

Performance measure method: Total number of successful discharges within the reporting period defined as the number of clients with a discharge reason of "client is receiving MH services elsewhere-step-down", or "client has completed MH services," divided by the number of clients discharged in the time period.

Objective: 90% of all clients referred for placement by COUNTY will be admitted into the identified programs.

performance measure method: The total number of clients accepted will be divided by the total number of clients referred during the reporting period.

Service standards:

CONTRACTOR shall:

- Provide culturally competent, strength-based, trauma-informed, client-centered services, which includes client voice and choice provided in collaboration with those individuals and agencies involved with the client. Clients will have a high level of decision-making power and be encouraged to use their natural supports. Services will begin with the end of services in mind toward the goal of achieving wellness in the least restrictive level of care.
- Adhere to Admission and Authorization guidelines.
- Comply with all applicable policy & procedures issued by the Division of Behavioral Health, and all applicable State and Federal laws in accordance with this Agreement, in carrying out the requirements of this Agreement.
- Abide by all applicable State, Federal and County laws, statutes and regulations, including but not limited to the California Code of Regulations, Title 22, Division 6, Chapter 6.
- Ensure Facility license is in good standing at all times.
- Submit in writing to COUNTY any denials to accept a client referred by COUNTY with supporting documentation substantiating rationale.
- Review the treatment plan on a quarterly basis with COUNTY to determine whether clients continue to meet criteria for CONTRACTOR services.
- Ensure COUNTY is able to make announced and unannounced site visits for the purpose of ensuring services and documentation are complete in accordance with this Agreement.

Service Requirements

CONTRACTOR shall ensure adherence to the following:

Service Levels

- Provide a minimum of weekly face to face contact or as clinically indicated, which may include but is not limited to: wellness plan development and monitoring, and enrollment in mental health rehabilitation groups.
- Ensure face to face Psychiatry visits are at a minimum of 1 time per month or as clinically indicated. Documentation required for any recommended changes to the minimum standard indicated.

Service Authorization

- Services are pre-authorized in writing by the COUNTY. Services not pre-authorized in writing by COUNTY shall not be reimbursed. All lower level of care referrals must be reviewed by COUNTY for written authorization.
- Facility rates shall be in accordance with Exhibit C, Payment Schedule.
- Request for a bed hold requires a written pre-authorization from COUNTY within 48 hours of incident.
- Bed holds can be authorized if the CONTRACTOR agrees to have the individual return.
- Bed holds are limited to a maximum of 7 days.
- Referrals will be reviewed, and a disposition will be made within 5 working days from receipt. All denials will be in writing and submitted to COUNTY.
- Disputes regarding the appropriateness of an authorized referral must have written documentation that includes the specific behavioral conditions that are of concern. Appeals will be reviewed by COUNTY for disposition.

Admission Criteria

Admission criteria will include medically stable individuals 18 years of age or older with a primary psychiatric diagnosis. County resident without private insurance, in accordance with Mental Health Plan regulations. Any exceptions shall require COUNTY written approval.

Core Mental Health Services

CONTRACTOR shall ensure:

- Individualized service plans focus on strengths and target identified behavioral problems and other conditions such as cognitive impairments. The client is involved in treatment planning to the best of their ability.
- Opportunities are provided to participate in educational and/or peer support groups for clients and caregiver/family (when available).
- Supportive individual therapy for clients is provided as clinically appropriate. Individual therapy is time-limited, targeted and focused on clearly identified goals and objectives.
- Services are provided that target symptom remission or functional improvement which may include, but are not limited to; motivational interviewing, teaching independent living skills, employment and vocational skills, and preparing wellness and recovery, and relapse prevention plans.
- Rehabilitation groups are provided for specific issues, such as money management, stress management, health and wellness, anger management (frustration and impulsivity), and relapse prevention.

- Education on psychiatric and/or co-occurring substance use disorders and relapse prevention are provided.
- Crisis intervention is provided as needed, to prevent re-hospitalization.

Discharge Criteria

- Client has achieved a level of recovery stability as determined by client, caregiver/family member, legal guardian and provider as measured by symptom management, recognition of triggers of relapse, active participation in a wellness plan.
- The length/duration of services shall be determined by the individualized needs of each client, in accordance with his/her Treatment Plan.
- Discharge Coordinators shall consult with the COUNTY regarding placement options and outpatient supports early in the discharge planning process.
- Client has been determined by the client, caregiver/family member, legal guardian, COUNTY IPT and current treatment provider to no longer benefit from the treatment environment or regime.

Assignment of Treatment Levels

An interdisciplinary team of CONTRACTOR's staff in each facility will determine the appropriate level of treatment to assign clients to at admission. CONTRACTOR shall assign clients to treatment levels that are appropriate to clients' assessed needs. Levels of treatment will be based on client need for observation/supervision, physical health needs, risk for physical aggression or self-harm, ability for self-care, participation in groups and other program activities, risk of elopement, and social skill abilities. Upon request, CONTRACTOR shall furnish COUNTY with documentation substantiating why client was matched to a specific treatment level. CONTRACTOR shall assess treatment level assignments on a regular basis but no less frequently than quarterly. Any changes in treatment levels will be communicated to COUNTY's staff in a timely manner.

Assignment of Rates

CONTRACTOR assigns basic rates annually along with the various levels of enhanced or patch rates for each of CONTRACTOR'S facilities. The total daily rate assigned to COUNTY's clients by the CONTRACTOR will be a combination of the basic rate for each facility and the additional enhanced or "patch" rate for that facility that corresponds to the level of care that the CONTRACTOR has determined that the client will require. CONTRACTOR shall provide COUNTY with the basis on which individual client bed rates are determined. CONTRACTOR shall not alter the level of service for a client of COUNTY, absent a life-threatening emergency, without advance approval of COUNTY.

Additional Charges for Intensive Staffing

In the event that a client is continuously agitated to the point that a one-to-one staff is necessary to allow the client to be maintained in the facility, CONTRACTOR

(Administrator of the relevant facility) shall contact COUNTY's assigned case manager or assigned Deputy Conservator as soon as feasible to request authorization for this additional service. The request may be initiated by telephone but must include specific behaviors that are to be addressed by the additional staff and estimating the length of time the service will likely be needed. Intensive staffing will be authorized in writing only by COUNTY's Mental Health Director or designee(s) daily, with a new written authorization required for any ongoing intensive services. After the initial request, additional requests may be made by telephone to the COUNTY's assigned case manager or assigned Deputy Conservator, with updated information justifying why ongoing authorization for intensive staffing is necessary and an estimated timeline for how long this level of service may be needed. Charges to COUNTY for intensive staffing will be based on the rate that CONTRACTOR facility is charged for the service and will only be reimbursed if CONTRACTOR has received written authorization from COUNTY'S authorized representatives.

Staffing Standards

CONTRACTOR shall:

- Maintain a minimum staffing model to ensure CONTRACTOR is able to meet the requirements outlined in the Exhibit A of this Agreement.
- Ensure staffing levels are maintained in accordance any applicable licensing regulations, and COUNTY policy.
- Notify COUNTY of all changes in staff and/or classification vacancies that exceed 30 days within 10 business days of the change. Staff includes Executive Director/CEO, Administrator, Associate Director/COO, Clinical Director, Chief Fiscal Officer, Medical Director, and Program Director.
- Provide clinical supervision to all direct care staff, licensed and unlicensed. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board. All staff will receive weekly group or individual clinical supervision, sufficient to support staff practice.
- Identify clinical staff responsible for providing or organizing training of staff. Training will include but is not limited to the following: Clinical characteristics of core target population, required services such as co-occurring substance use, service planning, risk assessments, psychiatric rehabilitation, skill-based groups, Targeted Case Management, family education /intervention, crisis management, and relapse prevention. Provide evidence in quarterly report that staff has completed such trainings. As appropriate for classification, designate staff to attend all COUNTY required trainings as identified by COUNTY.

Additional Provisions

CONTRACTOR shall:

- Participate in all COUNTY Contract Monitoring site meetings for the purpose of reviewing client's progress, general welfare of clients, physical and program integrity of the facility as well as routine review of service provider reports and fiscal claims.
- Participate in monthly Utilization Review with COUNTY which may be composed of, but not limited to, the following participants: the client's conservator or representative, the COUNTY IPT representative, and the CONTRACTOR's facility staff designee. Findings and recommendations of this review shall become integrated into the client's treatment plan.
- Complete quarterly reports on the progress of individual client treatment goals to facilitate timely discharges. CONTRACTOR will provide a copy of this report to COUNTY upon request.
- Ensure COUNTY has documentation necessary from each of CONTRACTOR's facilities regarding admissions, discharges and length of stay data on a quarterly basis.
- Provide other data or reports as requested by COUNTY.
- Complete and submit all Serious Incident Reports, compliance, and quality assurance reporting and follow-up actions in accordance with COUNTY policy.

CRESTWOOD BEHAVIORAL HEALTH, INC.

EXHIBIT A – DESCRIPTION AND STANDARDS OF SERVICES

ADULT RESIDENTIAL TREATMENT SERVICES – BRIDGE PROGRAM

I. PROGRAM DESCRIPTION

- A.** Contractor shall provide residential treatment in its Bridge Program located at 6744 Eucalyptus Drive in Bakersfield, California, for severely mentally ill clients who may also have co-occurring substance use disorders. Individuals in this program are conserved and have traditionally been served in an Institution for Mental Health Disease (IMD) or underserved in a Board & Care setting.

Many of these individuals may have behavioral challenges such as aggressive behavior, social isolation, self-abuse, and other destructive behaviors. They may need continued stabilization, medication education, and support in developing and refining independent living skills. Discharge to independent living or supported housing within six (6) to twelve (12) months is the expectation of this enhanced program. Individuals utilizing the Bridge Program services are expected to learn the skills needed to support independent living and gradually decrease their need for support as they transition toward personal independence.

- B.** As noted in the vision statement above, Contractor is encouraged to provide a continuum of inpatient mental health and co-occurring capable services utilizing a social rehabilitation model.

Modalities shall include, but not be limited to, the following:

- Welcoming engagement;
- Comprehensive assessment utilizing a motivational interviewing/stage of change model;
- Medication education and management;
- Individual counseling and group counseling;
- Dual recovery support and education including Narcotics Anonymous/Alcoholics Anonymous meetings;
- Persuasion services to persons with substance use issues who are in the pre-contemplative stage of change for substance abuse;
- Dream Catchers vocational and pre-vocational support;
- Life skills education;
- Continuing education support;
- Peer mentoring and counseling;
- Peer employment;
- Community-based support programs and social activities;
- Wellness Recover Action Plan (WRAP);
- Spiritual support; and
- Family support and education.

C. Contractor shall conform services to each individual's needs based on the assumption that co-occurring disorders are an expectation in the population served. Dual Diagnosis shall be an integrated approach to treatment of clients who have a substance use disorder and a comorbid psychiatric disorder with the following goals:

- The client will identify, prioritize, and work on mental illness and substance use problems and other recovery issues.
- Progress in moving from one stage of change to the next with identified recovery issues.
- Development of relapse prevention and skills that address all identified problems.
- Acknowledgment and knowledge about one's mental illness and substance use, diagnosis, treatment options, and the development of a personal wellness plan.
- Clients with co-occurring disorders attend at least three (3) substance use related treatment and/or support groups each week.
- The resolution of the problems of "grave disability" and/or danger to others.
- The long-term goal of abstinence from alcohol and other drugs.

D. Contractor's treatment program shall be developed with brief lengths of stay, usually less than four months, anticipated for most clients. All clients are expected to demonstrate increased self-control and autonomy in preparation for "discharge to less restrictive placements" within the community.

E. Acute Care and Bed Hold Process

1. Contractor shall notify the county if the client meets inpatient criteria for hospitalization and/or any time a client is away from the facility overnight requiring Contractor to request a bed hold.

Notification and authorization are required when a client:

- Is moved to a higher level of care (Inpatient Hospital: Kern Medical, Bakersfield Behavioral Health Hospital, or Crestwood Behavioral Health's Psychiatric Health Facility);
- Elopes or is absent without leave (AWOL) from the facility; or
- Has an approved pass granted by the Conservator.

II. STANDARDS OF CARE

A. Contractor shall comply with all requirements set forth in Title 22 requirements for Adult Residential Facilities as established by the State of California Department of Social Services, Community Care Licensing Division.

B. Staffing Ratios shall remain consistent with the guidelines set forth in Title 9 and Title 22.

C. Disposition of referrals shall be determined by Contractor within 24-48 hours. Referrals shall include the most recent psychiatric evaluation, Interdisciplinary

Team (IDT) plan, Plan of Care, medication list, intake assessment, health and physical and Purified protein derivative (the PPD skin test for tuberculosis) whenever possible.

- D.** An Admission Authorization form shall be completed for each client prior to his or her admission to Contractor's facility located at 6744 Eucalyptus Drive in Bakersfield, CA.
- E.** Contractor shall not have admission policies that deny admission to any eligible individual solely based on active co-occurring substance use. Contractor shall provide services with the expectation that consumers have co-occurring substance use issues and disorders that require integrated attention to achieve successful outcomes.
- F.** Contractor shall provide a treatment service plan that addresses interventions appropriate to client's diagnosis.
- G.** For clients who are dually diagnosed with co-occurring mental health and substance use disorders, both disorders will be addressed in treatment.
- H.** Contractor shall provide services that are culturally and linguistically competent, gender appropriate, and sensitive to the needs of the clients.
- I.** All services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities.
- J.** Staff and volunteers shall represent the ethnic and cultural diversity of the community it serves. This includes bilingual staff and volunteers whenever possible.
- K.** Documentation shall meet Medi-Cal requirements as set forth by the State Department of Health Care Services and be in accordance with Title 9 and Title 22.
- L.** A progress notes to justify medical necessity for the adult residential setting will be documented weekly. Documentation will include the date the service was provided. Standards of documentation shall meet Medi-Cal requirements as set forth by the State Department of Health Care Services and be in accordance with Title 9 and Title 22.
- M.** The family unit is considered an integral piece of the treatment program for a person experiencing mental health and substance use disorders. Treatment interventions must always consider issues of family dynamics and relationships, including the possible presence of co-occurring mental health disorders in the family.
- N.** Contractor shall notify the County when clients are approved for outings over forty-eight (48) hours as approved by Conservator's Office. For outings of five (5) days or more during the month, preauthorization shall be approved by the County.

- O.** Medical Care of clients shall be provided using authorized Medi-Cal health care professionals for basic health care, laboratory needs, X-rays, and other physical health care requirements.
- P.** Notification to the County shall occur if there are unusual events such as attempts to harm self or others, elopement or Absence Without Leave (AWOLs), or if there are concerns about the health and safety of the client. Unusual occurrences shall also be reported.
- Q.** Upon client expiration/termination from conservatorship, Contractor shall coordinate with designated outpatient team, Conservator, and Long-Term Care to develop a plan to transition client to a lower level of care within 30-60 days.
- R.** Upon client expiration/termination from conservatorship, and while client remains in Contractor's facility, the County will cap payments for bed hold days to 3-7 per month.
- S.** Planned Discharges shall use IDT format to provide a summary of the client's strengths and deficit areas. Contractor shall make recommendations about intervention techniques and other appropriate resources to optimize benefits from programming.
- T.** Contractor shall participate in the Client Satisfaction Survey twice yearly. Customer Satisfaction shall be monitored with a seventy percent (70%) satisfaction rate targeted as the minimum acceptable standard.

III. QUALITY IMPROVEMENT STANDARDS

Contractor shall continually evaluate the needs of the residents being served and shall endeavor to meet those needs at all times. Further, Contractor shall incorporate the values of the residents into its activities, services, and programs.

A. Performance Standards

- 1. A minimum of seventy five percent (75%) of the clients will successfully transition to a lower level of care within twelve (12) months, and eighty eight percent (88%) within eighteen (18) months.
- 2. Ninety percent (90%) of all persons will be successfully discharged as evidenced by remaining at a lower level of care for at least six months post discharge.
- 3. Clients who are dually diagnosed with mental health and substance use diagnoses will attend a minimum of three substance abuse recovery groups per week.



Crestwood Psychiatric Health Facility

MISSION, GOALS AND SERVICE MODEL

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

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

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

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

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

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

Program Features:

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

Recovery Philosophy

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

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

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

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

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

Services

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

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

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

The Psychiatric services shall include the following services:

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

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

Clinical Team services shall include the following services:

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

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

COUNTY AND CENTER PARTNERSHIP

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

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

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

SECURITY AND SAFETY

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

PSYCHIATRIC, PSYCHOLOGICAL AND COUNSELING SERVICES

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

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

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

Psychiatrist

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

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

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

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

PSYCHIATRIC NURSING SERVICES

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

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

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

SOCIAL SERVICES

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

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

REHABILITATION SERVICES

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

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

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

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

DAILY SCHEDULE

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

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

AFTERCARE SERVICES

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

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

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

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

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

DOCUMENTATION

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

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

ADMISSION CRITERIA

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

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

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

PROCEDURE:

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

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

ADMISSION CRITERIA

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

EXCLUSIONARY CRITERIA

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

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

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

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

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

COMPREHENSIVE ASSESSMENT

I. PURPOSES:

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

II. DEFINITION:

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

III. POLICY STATEMENT:

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

IV. PROCEDURE:

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

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

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

V. SPECIAL CONSIDERATIONS:

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

VI. EDUCATION:

- A. Patient/Family: Patients and family are encouraged to participate in the treatment planning process and provide as much information as possible to assist with discharge planning.
- B. Staff:
 - 1. The nurse and floor staff will be oriented to this process during unit orientation.
 - 2. Floor staff will be oriented to data collection methods during unit orientation.

DISCHARGE CRITERIA

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

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

Discharge Planning

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

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 Crestwood Behavioral Health, Inc., referred to herein as Business Associate (“BA”). This Agreement is effective as of July 1, 2024, (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

County of Inyo

By: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE

Crestwood Behavioral Health, Inc.

By: *Mashkevich*

Print Name: Elena Mashkevich

Title: Executive Director of Contracts

Date: 7/8/2024

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

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

SCHEDULE OF FEES:

PLEASE SEE THE ATTACHED SCHEDULE OF FEES.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Wellness and Recovery Ctr	282.00	57.00
Redding IMD – 1122		74.00
NPI - 1194743088		142.00
		Negotiated

<u>SNF/STP</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Manor	Medi-Cal Published Rate	72.00
Stockton SNF/STP – 1104	*Indigent/Medi-Cal Ineligible	105.00
NPI - 1730128174		141.00
		Negotiated

Crestwood Manor	Medi-Cal Published Rate	72.00
Modesto SNF/STP - 1112	*Indigent/Medi-Cal Ineligible	105.00
NPI - 1508884487		141.00
		Negotiated

Crestwood Manor - Fremont	Medi-Cal Published Rate	72.00
Alameda SNF/STP - 1134	*Indigent/Medi-Cal Ineligible	116.00
NPI - 1902828403		167.00
		Negotiated

<u>SNF</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Treatment Center	Medi-Cal Published Rate	167.00
Fremont SNF - 1120	*Indigent/Medi-Cal Ineligible	Negotiated
NPI - 1942228838		

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

**Mental Health Rehabilitation
Centers****Room and Board/Per Diem***

Crestwood Center	Level 1	423.00
Sacramento MHRC - 1106	Level 2	384.00
NPI - 1356411656	Level 3	349.00
Crestwood Behavioral Health Ctr	Level 1	461.00
San Jose MHRC - 1107	Level 2	370.00
NPI - 1376623256	Level 3	360.00
Crestwood Behavioral Health Ctr		363.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	782.00
Bakersfield MHRC - 1115	Level 1	423.00
NPI - 1275610800	Level 2	384.00
	Level 3	347.00
Crestwood C.E.N.T.E.R.	Level 1	413.00
Angwin MHRC - 1116	Level 2	329.00
NPI - 1316024953	Level 3	274.00
Kingsburg Healing Center	Level 1	537.00
Kingsburg MHRC - 1140	Level 2	475.00
NPI – 1073989661	Level 3	404.00
	Bedhold**	
Crestwood Recovery and Rehab	Level 1	425.00
Vallejo MHRC - 1141	Level 2	361.00
NPI - 1508935834	Level 3	319.00
Crestwood San Diego	Level 1	529.00
San Diego MHRC - 1154	Level 2	453.00
NPI - 1295146934	Level 3	378.00
	Bedhold**	

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

**Bedhold - same as current client's level/rate

Crestwood Chula Vista Chula Vista MHRC - 1164 NPI - 1023495181	Level 1	529.00
	Level 2	453.00
	Level 3	378.00
	Bedhold**	
San Francisco Healing Center San Francisco MHRC - 1166 NPI - 1447758024	Bedhold**	563.00
Fallbrook Healing Center Fallbrook Healing - 1167 NPI - 1639738297	Level 1	529.00
	Level 2	454.00
	Level 3	378.00
	Bedhold**	
Champion Healing Center Lompoc Healing Center - 1170 NPI - 31487282273	Level 1	588.00
	Level 2	498.00
	Level 3	413.00

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

**Bedhold - same as current client's level/rate

Psychiatric Health Facilities**Room and Board/Per Diem***

**Crestwood Psychiatric
Health Facility**
Bakersfield PHF - 1158
NPI - 1194034645

1,484.00

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

<u>Adult Residential Facilities/Social Rehabilitation Centers*</u>	<u>County Supplemental Rate</u>
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	240.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	182.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	250.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	182.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	182.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	237.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	239.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	182.00
Hummingbird Healing House San Diego, Social Rehab – 1168 NPI - 1992206734	230.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

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

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: 2024 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE - CRESTWOOD

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

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, **\$6,000,000** aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Minimum increases to \$2,000,000 per accident if contractor will be transporting county patients off site.
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.
4. **Healthcare Professional Liability:** Insurance appropriate to the work hereunder, with limit no less than **\$2,000,000** per occurrence or claim, **\$6,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than **\$2,000,000** per occurrence or claim, **\$6,000,000** aggregate.
6. **Cyber Liability** insurance, with limits not less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations regarding patient data as undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses.

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 C: 2024 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE - CRESTWOOD**

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 as additional insureds. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo

**Attachment C: 2024 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE - CRESTWOOD**

County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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











Crestwood Behavioral Health, Inc. Contract FY24-25

Final Audit Report

2024-07-10

Created:	2024-07-08
By:	Lucy Vincent (lvincent@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHgUb5IewWa9D8eEu8cMlihh-tZ7BFwpW

"Crestwood Behavioral Health, Inc. Contract FY24-25" History

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Document e-signed by Aaron Holmberg (aholmberg@inyocounty.us)

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Agreement completed.

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COUNTY OF INYO
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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

July 23, 2024

Reference ID:
2024-517

Contract between Inyo County and Anne Sippi Clinic Treatment Group for FY 2024-2025 Health & Human Services - Behavioral Health ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Anne Sippi Clinic (ASC) Treatment Group of Bakersfield, CA for the provision of residential treatment services in an amount not to exceed \$94,900 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign the contract and Business Associate Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

Anne Sippi Clinic (ASC) 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. We respectfully request your Board's approval of this contract to renew it for FY24-25.

Behavioral Health did not engage in the RFP process prior to choosing this contractor, as this is a sole source procurement. A sole source procurement is justified in this situation because the County currently has individuals placed at this facility and moving these patients would be difficult and counterproductive to their treatment.

FISCAL IMPACT:

Funding Source	Non-General Fund 100% Mental Health Realignment Funds	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Not to exceed \$94,900 for the period of July 1, 2024 through June 30, 2025.			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract. This is not recommended as appropriate placements are difficult to obtain and there is no guarantee that another facility that offers this level of 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. ASC Treatment Group FY 24-25 Contract

APPROVALS:

Lucy Vincent	Created/Initiated - 6/27/2024
Darcy Ellis	Approved - 6/28/2024
Lucy Vincent	Approved - 6/28/2024
Melissa Best-Baker	Approved - 7/13/2024
Anna Scott	Approved - 7/15/2024
Grace Chuchla	Approved - 7/15/2024
John Vallejo	Approved - 7/15/2024
Amy Shepherd	Approved - 7/15/2024
Nate Greenberg	Final Approval - 7/16/2024

**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 (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 Anna Scott, whose title is: Health and Human Services Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

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

3. CONSIDERATION.

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

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

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive from County, any additional consideration,

compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed ninety four thousand nine hundred dollars and zero cents (\$94,900) (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 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, 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 N. Main St., Suite 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:
Anne Sippi Clinic Treatment Group Name
18200 HWY 178 Address
Bakersfield, CA 93306 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.

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Date: _____

CONTRACTOR

By: Nathan Petty _____
Signature

Nathan Petty CFO

Print or Type Name

Date: 06/26/2024 _____

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (Jun 27, 2024 10:40 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Jun 27, 2024 13:59 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Carol Hlubek

County Risk Manager

ATTACHMENT A – SCOPE OF WORK

See attached scope of work. Contractor agrees to sign the HIPAA Business Associate Agreement herein 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 or 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 of 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.

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, 2024, (the “Agreement Effective Date”).

RECITALS

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

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

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

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

1. Definitions

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

3. Termination

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

4. Disclaimer

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

5. Amendment

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

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

6. Assistance in Litigation of Administrative Proceedings

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

7. No Third-Party Beneficiaries

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

8. Effect on Contract

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

9. Interpretation

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

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

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Anne Sippi Clinic Treatment Group

By: _____

By: Nathan Petty

Print Name: _____

Print Name: Nathan Petty

Title: _____

Title: CFO

Date: _____

Date: 06/26/2024

ATTACHMENT B – SCHEDULE OF FEES

See attached Schedule of Fees.



Usual & Customary Daily Rate Sheet Residential Treatment Services

ASC-Los Angeles

2457 Endicott Street
Los Angeles, CA 90032

ASC- Riverside Ranch

18200 Highway 178
Bakersfield, CA 93306

Effective Date: July 1, 2024

Inclusive Daily Rate for Residential Treatment: \$260.00

The ASC Treatment Group is dedicated to delivering personalized clinical services with a focus on evidence-based practices, meeting the needs of individuals diagnosed with major mental illnesses while ensuring the highest standard of care.

Approved 3 June 2024

•Residential: Los Angeles: 2457 Endicott St. Los Angeles, CA 90032 P: 323-227-5252
•Residential: Bakersfield: 18200 Highway 178 Bakersfield, CA 93306 P: 661-871-9697
•Outpatient: 5335 Craner Ave, North Hollywood, ca 91601 P: 818-977-4019
www.ASCTG.org

ATTACHMENT C – INSURANCE PROVISIONS

See attached insurance provisions.

Attachment C: 2024 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE - ASC

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

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, **\$2,000,000** aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Minimum increases to \$5,000,000 per accident if contractor will be transporting county patients off site.
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.
4. **Healthcare Professional Liability:** Insurance appropriate to the work hereunder, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations regarding patient data as undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses.

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 C: 2024 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE - ASC**

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 as additional insureds. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo

**Attachment C: 2024 Insurance Requirements for
SKILLED MEDICAL FACILITIES FOR IN-PATIENT & OTHER CARE - ASC**

County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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



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

July 23, 2024

Reference ID:
2024-521

Contract between Inyo County and TeleConnect Therapies for FY 2024-2025

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and Approve the contract between the County of Inyo and TeleConnect Therapies of Avalon, CA for the provision of mental health teletherapy services in an amount not to exceed \$118,080 for the period of July 1, 2024 through June 30, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

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. We respectfully request ratification and approval of this contract as we continue to recruit and hire the staff required to meet the requirements of our contract with the Department of Health Care Services.

Behavioral Health did not engage in the RFP process prior to choosing this contractor, as this is a sole source procurement. A sole source procurement is justified in this situation because Behavioral Health patients have established relationships with providers from NAMHS, and changing their providers would be difficult and counterproductive to their treatment.

FISCAL IMPACT:

Funding Source	Mental Health Realignment and Mental Health MediCal	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Not to Exceed \$118,080 for the period of July 1, 2024 through June 30, 2025.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this contract. This is not recommended as doing so would negatively impact our ability to meet network adequacy standards required by our contract with the State of California.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. TeleConnect Therapies FY 24-25 Contract

APPROVALS:

Lucy Vincent	Created/Initiated - 7/1/2024
Darcy Ellis	Approved - 7/3/2024
Lucy Vincent	Approved - 7/3/2024
Melissa Best-Baker	Approved - 7/13/2024
Anna Scott	Approved - 7/15/2024
Grace Chuchla	Approved - 7/15/2024
John Vallejo	Approved - 7/15/2024
Amy Shepherd	Approved - 7/15/2024
Nate Greenberg	Final Approval - 7/16/2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELETHERAPY 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 Anna Scott, whose title is Health & Human Services Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2024 to June 30, 2025 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 One Hundred Eighteen Thousand Eighty Dollars (\$118,080) (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.

**AGREEMENT BETWEEN 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

CONTRACTOR

By: _____

Signature

Print or Type Name

Name

Dated: _____

By: _____

Signature

Melinda Mueller
Print or Type
TeleConnect Therapies

Dated: 06-27-2024

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Weitz
Grace Weitz (Jun 28, 2024 12:50 PDT)

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Jun 28, 2024 14:35 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Carol Blaney

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND TELECONNECT THERAPIES FOR THE PROVISION OF TELETHERAPY SERVICES

TERM:

FROM: 7/1/2024 TO: 6/30/2025

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 meet Medi-Cal Medical Necessity Criteria for mental health services.
 - 3. 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.
 - 4. Must be deemed clinically appropriate for teletherapy services by Contractor.
- D. The County shall complete a written referral containing sufficient information to permit Contractor staff to determine the reason for referral and to contact the patient. County shall also obtain the patient signature on a mutually agreeable Telehealth Consent Form. Referral form and signed consent form shall be delivered to Contractor in a mutually agreed upon process.
- 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. Contractor or County will schedule patients for clinical evaluations following an agreed upon scheduling system.
- 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 request patient written authorization to exchange protected mental health information and consult with psychiatrist as clinically appropriate to coordinate patient care.
- K. If at any time Contractor believes a patient is no longer appropriate for TCT telemental health services, County staff will be notified and appropriate referrals will be made.
- L. 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.
- M. 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.
- N. 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 and patients will be notified as soon as possible.
- O. County to transmit 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 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. Provide 7-day a week telephone access for patients who have an urgent mental health need to a licensed mental health professional. Calls from patients will be returned by a licensed therapist within 2- hours, between the hours of 8:00 am and 8:00 pm. Patients will be provided with emergency procedures to follow in the event of urgent mental health needs outside of these hours, or for emergency

mental health crises.

- F. Complete Quality Assurance Clinical Chart reviews including system review, thorough clinical review, and written report to PIQA Manager, as assigned by County.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND TELECONNECT THERAPIES FOR THE PROVISION OF TELETHERAPY SERVICES

TERM:

FROM: 7/1/2024 TO: 6/30/2025

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 nd 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	\$66

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)	\$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

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND TELECONNECT THERAPIES
FOR THE PROVISION OF TELETHERAPY SERVICES**

TERM:

FROM: 7/1/2024 TO: 6/30/2025

SEE ATTACHED INSURANCE

PROVISIONS

Attachment C: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. (Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. (Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)

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

OTHER INSURANCE PROVISIONS

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

Attachment C: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

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.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

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

**Attachment C: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO AND TELECONNECT THERAPIES FOR THE PROVISION OF TELETHERAPY SERVICES

TERM:

FROM: 7/1/2024 TO: 6/30/2025

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

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

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AGENDA ITEM REQUEST FORM

July 23, 2024

Reference ID:
2024-535

Medi-Cal Privacy and Security Agreement Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Lori Bengochia, Innovations and Grant Manager

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

- A) Approve the Medi-Cal Privacy and Security Agreement between the County of Inyo and the Department of Health Care Services to ensure the security and privacy of Medi-Cal Personally Identifiable Information contained in multiple databases used to determine client eligibility, for the term of August 1, 2024 through September 1, 2028; and
- B) Authorize the Health and Human Services Director to sign the agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

This agreement updates previous privacy and security agreements for Medi-Cal. This new agreement aligns with the new state and federal guidelines and enhances data security protocols. Counties are required to comply with the changes and will be supported by DHCS to implement the changes required.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The agreement is necessary to meet the DHCS Medi-cal Privacy and Security requirements. Failure to approve will result in non-compliance status with the state.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Medi-Cal Privacy and Security Agreement

APPROVALS:

Lori Bengochia
Darcy Ellis
Melissa Best-Baker
Anna Scott
John Vallejo

Created/Initiated - 7/8/2024
Approved - 7/10/2024
Approved - 7/13/2024
Approved - 7/15/2024
Approved - 7/15/2024

Amy Shepherd
Nate Greenberg

Approved - 7/15/2024
Final Approval - 7/16/2024

DATE: June 18, 2024

TO: ALL COUNTY WELFARE DIRECTORS Letter No.:24-08
ALL COUNTY WELFARE ADMINISTRATIVE OFFICERS
ALL COUNTY MEDI-CAL PROGRAM SPECIALISTS/LIAISONS
ALL COUNTY HEALTH EXECUTIVES
ALL COUNTY MENTAL HEALTH DIRECTORS
ALL COUNTY MEDS LIAISONS

SUBJECT: 2024 Medi-Cal Privacy and Security Agreement (PSA)

The purpose of this letter is to notify counties of the 2024 Medi-Cal Privacy and Security Agreement (Agreement) and to provide counties with instructions for returning signed Agreements to the Department of Health Care Services (DHCS). This letter supersedes [All County Welfare Directors Letter \(ACWDL\) No. 19-16](#). The purpose of the Agreement between DHCS and each County Welfare Department/Agency (CWD) is to ensure the security and privacy of Medi-Cal Personally Identifiable Information (PII) contained in the Medi-Cal Eligibility Data System (MEDS), California Statewide Automated Welfare System (CalSAWS), the Income and Eligibility Verification System (IEVS), and in data received from the Social Security Administration (SSA) and other sources. Because counties have access to SSA-provided information, SSA requires that DHCS enter into individual agreements with the counties to safeguard this information. All 58 CWDs are required to sign the 2024 Agreement to ensure the continued transmission of PII between the counties and DHCS.

Additionally, this letter is to inform counties of a future DHCS Security Compliance Review.

SUBMISSION GUIDELINES

The Agreement template is enclosed in this letter. Counties should follow the instructions below when returning signed Agreements to DHCS. The county should not modify any of the Agreement language, except as instructed below.

- Counties shall complete the Preamble of the Agreement by entering the name of the county and the County Department/Agency.
- Counties shall enter signatory information. The name and title of the signatory must be printed or typed.
- Counties shall modify the Header of the Agreement in order to enter the appropriate Agreement Number. The enclosed Agreement displays a sample Agreement Number of "24-XX." Counties should replace the "XX" with the appropriate two digit county code.

Authorized county officials may sign the Agreement electronically or with wet signature. DHCS will accept two forms of electronic signatures: either through DocuSign, initiated by DHCS at the request of the county, or by using Adobe Pro Digital ID. DocuSign will not require the county signer to have any special software; instructions for using Adobe Pro Digital ID are enclosed.

Electronic Submissions

If choosing to sign electronically, county shall submit one (1) signed Agreement to DHCS at the email address below. At the time of the PSA submission, counties shall include a contact name, email address, and contact phone number, which will be used when DHCS returns the signed Agreement(s) to county.

Email address for submission of Agreements with electronic signature:
CountyPSA@dhcs.ca.gov

Hard Copy Submissions

If choosing to sign with wet signature, county shall submit at least two signed copies of the Agreement to DHCS at the physical address below. All signed hard copy Agreements must contain an original wet signature. If county would like to have an additional Agreement in wet signature, additional signed copies can be submitted with a written request that DHCS return multiple copies to county. At the time of the PSA submission, counties shall include a contact name, physical mailing address and email address, and contact phone number, which will be used when DHCS returns the signed Agreement(s) to county. DHCS requires a physical address as the overnight delivery is unavailable for P.O. Boxes.

Physical address for submission of Agreements with wet signature:
Department of Health Care Services
Medi-Cal Eligibility Division- POB
Compliance and Contracts Unit
1501 Capitol Avenue, MS 4607
Sacramento, CA 95814

Once DHCS receives the signed Agreements, they will be signed by DHCS and executed copies of the Agreements will be returned to county either via email or overnight delivery.

Counties should ensure that DHCS receives the signed Agreement by August 1, 2024. We understand the potential challenge of meeting this deadline. Counties should contact DHCS as soon as possible if unable to submit the signed Agreement

by the due date.

INCORPORATED EXHIBITS

To obtain copies of the following incorporated exhibits, authorized county individuals must submit requests via e-mail to DHCS PSA inbox at CountyPSA@dhcs.ca.gov.

Exhibit A

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), version 10.6 (November 2023)

Exhibit B

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS

Exhibit C

- Statewide Information Management Manual (SIMM), SIMM-5300-A

Exhibit D (if applicable)

- 2024 Medi-Cal PSA - DHCS HIPAA Business Associate Addendum (BAA)

Exhibits A and C contain highly sensitive and confidential information. All disclosures of Exhibit A shall be limited to the appropriate parties or individuals responsible for and involved in decision making for the safeguarding of PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

AMENDMENT FOR HIPAA BUSINESS ASSOCIATE PURPOSES

To support counties' efforts to better serve Medi-Cal members, including but not limited to, participation on multi-disciplinary teams focusing on high-need and highly vulnerable populations such as foster children, homeless persons, and high-need/high-cost users of health care, DHCS has developed an amendment template for the 2024 Agreement to expand the purpose to which PII may be used or disclosed. More specifically, the amendment would expand the definition of "assist in the administration of the Medi-Cal program" to include "providing services for

beneficiaries” as authorized by Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. seq. of Title 42 Code of Federal Regulations, and as otherwise required by law.

However, the expanded ability to use and disclose information in this manner takes the county outside of the HIPAA exclusion from the Business Associate status pertaining to eligibility determinations. If the counties electing to use or disclose Medi-Cal PII beyond eligibility determination must execute an amendment with DHCS to expand the original Agreement to establish a business associate relationship between DHCS and the County Department/Agency under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The amendment will incorporate DHCS’ HIPAA Business Associate Addendum into the Agreement as Exhibit D. The HIPAA Amendment template is enclosed with this letter as Enclosure 2.

County Departments/Agencies are not required to execute the HIPAA amendment if they continue to operate within the scope of the standard 2024 Agreement, enclosed with this letter. Counties are asked to follow the Agreement submission guidelines when submitting signed Amendments to DHCS. The HIPAA Amendment does not need to be executed at the same time as the 2024 Agreement. Counties may elect to execute the HIPAA Amendment with DHCS at any time during the term of the 2024 Agreement.

Counties that wish to use or disclose data in this manner, but have concerns related to Exhibit D, should contact DHCS immediately at the PSA inbox address listed below.

REQUIRED COMPLIANCE AND ONGOING RISK MANAGEMENT

Upon execution, all 58 counties are required to comply with the terms of the Agreement to ensure the continued transmission of PII between the counties and DHCS. Since the previous PSA was developed, there have been substantial changes to the information security environment in which our organizations operate. As a result, the State of California Office of Information Security, DHCS, and SSA have adopted the National Institute of Standards and Technology (NIST) Security and Privacy controls for Information Systems and Organizations, and the associated Risk Management Framework for Information Systems and Organizations. A subset of applicable NIST controls are outlined in a new Systems Security Standards and Requirements section of the Agreement.

The NIST framework is a widely recognized set of guidelines and best practices designed to help organizations manage and improve their cybersecurity posture. It is a toolbox that businesses and other entities can use to better understand, manage, and reduce cybersecurity risks. It provides a structured approach to assessing and improving cybersecurity, regardless of an organization's size, industry, or level of

technical expertise. The framework is designed to be flexible and scalable, so organizations can tailor it to their specific needs and circumstances. It's also meant to be a living document that evolves over time as new threats emerge and technologies change. Overall, the NIST framework provides a structured approach to cybersecurity management that can help organizations better understand, manage, and reduce their cybersecurity risks.

County Departments/Agencies will need to assess and update their policies, processes, and systems to align with the terms of the Agreement. DHCS also acknowledges this effort may take time and funding to accomplish within each county. For changes that require counties to increase the retention period for certain employee records, such as employee trainings, DHCS recognizes this requirement is only applicable to records maintained after the execution of the new Agreement. DHCS is committed to assisting the counties with funding required for implementing the terms of this Agreement as needed or appropriate. Counties should follow existing county administration funding processes to request funding via a County Welfare Directors Association of California (CWDA) budget request.

Any County Department/Agency that has identified compliance gaps concerning these standards within their organizations should notify DHCS immediately. The county will be asked to develop a Plan of Action and Milestones (POA&M) detailing a concrete roadmap to become fully compliant with the Agreement's standards. The POA&M must be provided to DHCS for review and approval. Any county that is under a POA&M will be required to provide quarterly updates to DHCS until the county becomes fully compliant.

Security Compliance Reviews

The SSA requires DHCS to perform ongoing Security Compliance Reviews of its contractors and agents at least triennially and provide documentation of these reviews to SSA upon request. In support of this requirement, and to assist counties with identifying funding needs, DHCS will begin planning for a Security Compliance Review of counties based on the terms of this updated Agreement. Additional information will be provided in a future ACWDL.

Letter No.:24-08
Page 6
June 18, 2024

In the event that you need to contact DHCS regarding any of the information in this letter or additional privacy and information security concerns, please submit inquiries via email to the PSA inbox at CountyPSA@dhcs.ca.gov.

Sincerely,

Sarah Crow
Division Chief, Medi-Cal Eligibility Division

Enclosure

MEDI-CAL PRIVACY AND SECURITY AGREEMENT

BETWEEN

the California Department of Health Care Services and the

County of _____,

Department/Agency of

_____.

PREAMBLE

The Department of Health Care Services (DHCS) and the

County of _____,

Department/Agency of _____
(County Department) enter into this Medi-Cal Privacy and Security Agreement
(Agreement) in order to ensure the privacy and security of Medi-Cal Personally
Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program
(Medi-Cal). The County Department/Agency assists in the administration of Medi-Cal,
in that DHCS and the County Department/Agency access DHCS eligibility information
for the purpose of determining Medi-Cal eligibility.

This Agreement covers the

County of _____,

Department/Agency of _____
workers, who assist in the administration of Medi-Cal; and access, use, or disclose
Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the Medi-Cal program"** means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure,

unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. **“County Worker”** means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII. An agent is a person or organization authorized to act on behalf of the County Department/Agency.
4. **“Medi-Cal PII”** is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother’s maiden name, driver’s license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
5. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or California Statewide Automated Welfare System (CalSAWS) Consortium, or a contractor, subcontractor or vendor of the County.
6. **“Secure Areas”** means any area where:
 - A. County Workers assist in the administration of Medi-Cal;
 - B. County Workers use or disclose Medi-Cal PII; or
 - C. Medi-Cal PII is stored in paper or electronic format.
7. **“SSA-provided or verified data (SSA data)”** means:
 - A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
 - B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g., SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

AGREEMENTS

DHCS and County Department/Agency mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. County Department/Agency County Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.302 of Title 42 Code of Federal Regulations, as limited by this Agreement, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client, such as through an authorized release of information form, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. While DHCS is a covered entity under the federal Health Insurance Portability and Accountability Act, as amended from time to time (HIPAA), the County Department/Agency is not required to be the business associate of DHCS, if the activities of the County Department/Agency are limited to determining eligibility for, or enrollment in, Medi-Cal (45 CFR 160.103). Nevertheless, it is the intention of the parties to protect the privacy and security of Medi-Cal PII and the rights of Medi-Cal applicants and beneficiaries in a manner that is consistent with HIPAA and other laws that are applicable. It is not the intention of the parties to voluntarily subject the County Department/Agency to federal HIPAA jurisdiction where it would not otherwise apply, and DHCS does not assert any authority to do so.
 - 1. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to Medi-Cal PII covered under this Agreement beyond those provided through HIPAA, as applicable, County Department/Agency shall:
 - a. Comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
 - b. Treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section VIII. of this Agreement. It is not the intention of the parties that this subsection I.B.(1)(b) expands the definitions of breach nor security incident set forth this Agreement unless the additional and/or more protective standard has a different definition

for these terms, as applicable.

Examples of laws that provide additional and/or stricter privacy protections to certain types of Medi-Cal PII include, but are not limited to the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

- C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. **PERSONNEL CONTROLS**

The County Department/Agency agrees to advise County Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department/Agency shall implement the following personnel controls:

- A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment;
 - 2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;
 - 3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed and;
 - 4. Retain training records for a period of five years after completion of the training.
- B. ***Employee Discipline.***
 - 1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
 - 2. Sanction policies and procedures shall include termination of employment

when appropriate.

- C. ***Confidentiality Statement.*** Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of five years.

The statement shall include, at a minimum, a description of the following:

1. General Use of Medi-Cal PII;
2. Security and Privacy Safeguards for Medi-Cal PII;
3. Unacceptable Use of Medi-Cal PII; and
4. Enforcement Policies.

- D. ***Background Screening.***

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.
3. The County Department/Agency shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. **MANAGEMENT OVERSIGHT AND MONITORING**

To ensure compliance with the privacy and security safeguards in this Agreement the County shall perform the following:

- A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.

The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program and the use or disclosure of Medi-Cal PII.

- B. Utilize Medi-Cal Eligibility Data System (MEDS) audit reports provided by DHCS and other system auditing tools available to County Department/Agency to perform quality assurance and management oversight

reviews of their County Workers' access to Medi-Cal and SSA PII within data systems utilized, including MEDS. For additional information see [Medi-Cal Eligibility Division Information Letter | 21-34](#). Any instances of suspected security incidents or breaches are to be reported to DHCS immediately following the instructions within Section X of this Agreement.

To ensure a separation of duties, these system audit reviews shall be performed by privacy and security staff who do not have access to Medi-Cal PII within the systems. SSA requires DHCS to enforce a separation of duties, excluding any individual who uses MEDS to make benefit or entitlement determinations from participating in oversight, monitoring, or quality assurance functions. DHCS acknowledges that in smaller counties the separation of duties requirement might create a hardship based on there being a small number of people available to perform various tasks. Requests for hardship exemptions will be approved on a case-by-case basis.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County Department/Agency agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section IX of this Agreement. Any changes to this information should be reported to DHCS within ten days.
- C. Assign County Workers to be responsible for administration and monitoring of all security-related controls stated in this Agreement.

V. TECHNICAL SECURITY CONTROLS

The State of California Office of Information Security (OIS) and SSA have adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy controls for Information Systems and Organizations, and NIST SP 800-37, Risk Management Framework for Information Systems and Organizations.

OIS and SSA require organizations to comply and maintain the minimum standards outlined in NIST SP 800-53 when working with PII and SSA data. County Department/Agency shall, at a minimum, implement an information security program that effectively manages risk in accordance with the Systems Security Standards and Requirements outlined in this Section of this Agreement.

Guidance regarding implementation of NIST SP 800-53 is available in the Statewide Information Management Manual (SIMM), SIMM-5300-A, which is hereby incorporated into this Agreement (Exhibit C) and available upon request.

DHCS and CDSS will enter into a separate PSA with California Statewide Automated Welfare System (CalSAWS) Joint Powers Authority specific to the CalSAWS. Any requirements for data systems in this PSA would only apply to County Department/Agency's locally operated/administered systems that access, store, or process Medi-Cal PII.

A. Systems Security Standards and Requirements

1. Access Control (AC)

Control Number	AC-1
Title	Access Control Policy and Procedures
DHCS Requirement	The organization must: a. Develop, document, and disseminate to designated organization officials: 1. An access control policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; 2. Procedures to facilitate the implementation of the access control policy and associated access control controls; b. Review and update the current access control procedures with the organization-defined frequency.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AC family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	AC-2
Title	Account Management
DHCS Requirement	The organization must: a. Identify and select the accounts with access to Medi-Cal PII to support organizational missions/business functions. b. Assign account managers for information system accounts; c. Establish conditions for group and role membership; d. Specify authorized users of the information system, group and role membership, and access
	authorizations (i.e., privileges) and other attributes (as required) for each account; e. Require approvals by designated access authority for requests to create information system accounts; f. Create, enable, modify, disable, and remove information system accounts in accordance with organization account management procedures; g. Monitors the use of information system accounts; h. Notifies account managers when accounts are no longer required, when users are terminated or transferred; and when individual information system usage or need-to-know changes. i. Authorizes access to the information systems that receive, process, store or transmit Medi-Cal PII based on valid access authorization, need-to-know permission or under the authority to re-disclose Medi-Cal PII. j. Review accounts for compliance with account management requirements according to organization-based frequency; and k. Establishes a process for reissuing shared/group account credentials (if deployed) when individuals are removed from the group.
Supplemental Guidance (from NIST 800-53)	Information system account types include, for example, individual, shared, group, system, guest/anonymous, emergency, developer/manufacturer/vendor, temporary, and service. Some of the account management requirements listed above can be implemented by organizational information systems. The identification of authorized users of the information system and the specification of access privileges reflects the requirements in other security controls in the security plan. Users requiring administrative privileges on information system accounts receive additional scrutiny by appropriate organizational personnel (e.g., system owner, mission/business owner, or chief information security officer) responsible for approving such accounts and privileged access. Organizations may choose to define access privileges or other attributes by account, by type of account, or a combination of both. Other attributes required for authorizing access include, for example, restrictions on time-of-day, day-of-week, and point-of-origin. In defining other account attributes, organizations consider system-related requirements (e.g., scheduled maintenance, system upgrades) and mission/business requirements, (e.g., time zone differences, customer requirements, remote access to support travel requirements). Failure to consider these factors could affect information system availability. Temporary and emergency accounts are accounts intended for short-term use. Organizations establish temporary accounts as a part of normal account activation procedures when there is a need for short-term accounts without the demand for immediacy in account activation. Organizations establish emergency accounts in response to crisis situations and with the need for rapid account activation. Therefore, emergency account activation may bypass normal account authorization processes. Emergency and temporary accounts are not to be confused with infrequently used accounts (e.g., local logon accounts used for special tasks defined by organizations or when network resources are unavailable). Such accounts remain available and are not subject to automatic disabling or removal dates. Conditions for disabling or deactivating accounts include, for example: (i) when shared/group, emergency, or temporary accounts are no longer required; or (ii) when individuals are transferred or terminated. Some types of information system accounts may require specialized training. Related controls: AC-3, AC-4, AC-5, AC-6, AC-10, AC-17, AC-19, AC-20, AU-9, IA-2, IA-4, IA-5, IA-8, CM-5, CM-6, CM-11, MA-3, MA-4, MA-5, PL-4, SC-13.

Control Number	AC-3
Title	Access Enforcement
DHCS Requirement	The organization must: Enforces approved authorizations for logical access to information and system resources in accordance with applicable access control policies.
Supplemental Guidance	Access control policies (e.g., identity-based policies, role-based policies, control matrices, cryptography) control access between active entities or subjects (i.e., users or processes acting on behalf of users) and passive entities or objects (e.g., devices, files, records, domains) in information systems. In addition to enforcing authorized access at the information system level and recognizing that information systems can host many applications and services in support of organizational missions and business operations, access enforcement mechanisms can also be employed at the application and service level to provide increased information security. Related controls: AC-2, AC-4, AC-5, AC-6, AC-16, AC-17, AC-
Control Number	AC-3(7)
Title	Access Enforcement Role-Based Access Control
DHCS Requirement	The organization information system must: enforce a role-based access control policy over defined subjects and objects and controls access based upon the need to utilize Medi-Cal PII.
Supplemental Guidance (from NIST 800-53)	Role-based access control (RBAC) is an access control policy that restricts information system access to authorized users. Organizations can create specific roles based on job functions and the authorizations (i.e., privileges) to perform needed operations on organizational information systems associated with the organization-defined roles. When users are assigned to the organizational roles, they inherit the authorizations or privileges defined for those roles. RBAC
	simplifies privilege administration for organizations because privileges are not assigned directly to every user (which can be a significant number of individuals for mid- to large-size organizations) but are instead acquired through role assignments. RBAC can be implemented either as a mandatory or discretionary form of access control. For organizations implementing RBAC with mandatory access controls, the requirements in AC-3 (3) define the scope of the subjects and objects covered by the policy.
Control Number	AC-3(8)
Title	Access Enforcement Revocation of Access Authorization
DHCS Requirement	The organization must: Enforce a role-based access control over users and information resources that have access to Medi-Cal PII, and control access based upon organization defined roles and users authorized to assume such roles.
Supplemental Guidance (from NIST 800-53)	Revocation of access rules may differ based on the types of access revoked. For example, if a subject (i.e., user or process) is removed from a group, access may not be revoked until the next time the object (e.g., file) is opened or until the next time the subject attempts a new access to the object. Revocation based on changes to security labels may take effect immediately. Organizations can provide alternative approaches on how to make revocations immediate if information systems cannot provide such capability and immediate revocation is necessary.
Control Number	AC-4
Title	Information Flow Enforcement
DHCS Requirement	The organization information system must: enforce approved authorizations for controlling the flow of information within the system and between interconnected systems based on the need for interconnected systems to share Medi-Cal PII to conduct business.
Supplemental Guidance (from NIST 800-53)	Information flow control regulates where information is allowed to travel within an information system and between information systems (as opposed to who is allowed to access the information) and without explicit regard to subsequent accesses to that information. Flow control restrictions include, for example, keeping export-controlled information from being transmitted in the clear to the Internet, blocking outside traffic that claims to be from within the organization, restricting web requests to the Internet that are not from the internal web proxy server, and limiting information transfers between organizations based on data structures and content. Transferring information between information systems representing different security domains with different security policies introduces risk that such transfers violate one or more domain security policies. In such situations, information owners/stewards provide guidance at designated policy enforcement points between interconnected systems. Organizations consider mandating specific architectural solutions when required to enforce specific security policies. Enforcement includes, for example: (i) prohibiting information transfers between interconnected systems (i.e., allowing access only); (ii) employing hardware mechanisms to enforce one-way information flows; and (iii) implementing trustworthy regrading mechanisms to reassign security attributes and security labels. Organizations commonly employ information flow control policies and enforcement mechanisms to control the flow of information between designated sources and destinations (e.g., networks, individuals, and devices) within information systems and between interconnected systems. Flow control is based on the characteristics of the information and/or the information path. Enforcement occurs, for example, in boundary protection devices (e.g., gateways, routers, guards, encrypted tunnels, firewalls) that employ rule sets or establish configuration settings that restrict information system services, provide a packet-filtering capability based on header information, or message- filtering capability based on message content (e.g., implementing key word searches or using document characteristics). Organizations also consider the trustworthiness of filtering/inspection mechanisms (i.e., hardware, firmware, and software components) that are critical to information flow enforcement. Control enhancements 3 through 22 primarily address cross-domain solution needs which focus on more advanced filtering techniques, in-depth analysis, and stronger flow enforcement mechanisms implemented in cross-domain products, for example, high-assurance guards. Such capabilities are generally not available in commercial off-the-shelf information technology products. Related controls: AC-3, AC-17, AC-19, AC-21, CM-6, CM-7, SA-8, SC-2, SC-5, SC-7, SC-18

Control Number	AC-5
Title	Separation of Duties
DHCS Requirement	<p>The organization must:</p> <p>a. Separate organization-defined duties of individuals;</p> <p>b. Document separation of duties of individuals; and</p> <p>c. Defines information system access authorizations to support separation of duties.</p> <p><i>DHCS also requires that the state organization prohibit any functional component(s) or official(s) from issuing credentials or access authority to themselves or other individuals within their job-function or category of access.</i></p> <p><i>Federal requirements and DHCS policy exclude any employee who uses Medi-Cal PII to process programmatic workloads to make benefit or entitlement determinations from participation in management or quality assurance functions.</i></p>
Supplemental Guidance (from NIST 800-53)	Separation of duties addresses the potential for abuse of authorized privileges and helps to reduce the risk of malevolent activity without collusion. Separation of duties includes, for example:
	(i) dividing mission functions and information system support functions among different individuals and/or roles; (ii) conducting information system support functions with different individuals (e.g., system management, programming, configuration management, quality assurance and testing, and network security); and (iii) ensuring security personnel administering access control functions do not also administer audit functions. Related controls: AC-3, AC-6, PE-3, PE-4, PS-2.
Control Number	AC-6
Title	Least Privilege
DHCS Requirement	<p>The organization must:</p> <p>Employ the principle of least privilege, allowing only authorized accesses for users (or processes acting on behalf of users) which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.</p>
Supplemental Guidance (from NIST 800-53)	Organizations employ least privilege for specific duties and information systems. The principle of least privilege is also applied to information system processes, ensuring that the processes operate at privilege levels no higher than necessary to accomplish required organizational missions/business functions. Organizations consider the creation of additional processes, roles, and information system accounts as necessary, to achieve least privilege. Organizations also apply least privilege to the development, implementation, and operation of organizational information systems. Related controls: AC-2, AC-3, AC-5, CM-6, CM-7, PL-2.
Control Number	AC-6(1)
Title	Least Privilege Authorize Access to Security Functions
DHCS Requirement	The organization must explicitly authorize access to organization-defined security functions (deployed in hardware, software, and firmware) and security-relevant information.
Supplemental Guidance (from NIST 800-53)	Security functions include, for example, establishing system accounts, configuring access authorizations (i.e., permissions, privileges), setting events to be audited, and setting intrusion detection parameters. Security-relevant information includes, for example, filtering rules for routers/firewalls, cryptographic key management information, configuration parameters for security services, and access control lists. Explicitly authorized personnel include, for example, security administrators, system and network administrators, system security officers, system maintenance personnel, system programmers, and other privileged users.
Control Number	AC-6(7)
Title	Least Privilege Review Of User Privileges
DHCS Requirement	<p>The organization must:</p> <p>a. Review the privileges assigned to organization-defined roles or classes of users to validate the need for such privileges; and</p> <p>b. Reassign or removes privileges, if necessary, to correctly reflect organizational mission/business needs.</p>
Supplemental Guidance (from NIST 800-53)	The need for certain assigned user privileges may change over time reflecting changes in organizational missions/business function, environments of operation, technologies, or threat. Periodic review of assigned user privileges is necessary to determine if the rationale for assigning such privileges remains valid. If the need cannot be revalidated, organizations take appropriate corrective actions. Related control: CA-7.
Control Number	AC-7
Title	Unsuccessful Logon Attempts
DHCS Requirement	<p>The organization must:</p> <p>a. Enforce a limit of no fewer than three (3) and no greater than five (5) consecutive invalid logon attempts by a user during an organization-defined time period; and</p> <p>b. Automatically lock the account/node for: an organization-defined time period; or locks the account/node until released by an administrator; or delays next logon prompt according to organization-defined delay algorithm when the maximum number of unsuccessful attempts is exceeded.</p>
Supplemental Guidance (from NIST 800-53)	This control applies regardless of whether the logon occurs via a local or network connection. Due to the potential for denial of service, automatic lockouts initiated by information systems are usually temporary and automatically release after a predetermined time period established by organizations. If a delay algorithm is selected, organizations may choose to employ different algorithms for different information system components based on the capabilities of those components. Responses to unsuccessful logon attempts may be implemented at both the operating system and the application levels. Related controls: AC-2, AC-9, AC-14, IA-5.

Control Number	AC-8
Title	System Use Notification
DHCS Requirement	<p>The organization must:</p> <p>a. Displays to users system use notification message or banner before granting access to the system that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance and states that:</p> <ol style="list-style-type: none">1. Users are accessing a U.S. Government information system;2. Information system usage may be monitored, recorded, and subject to audit;3. Unauthorized use of the information system is prohibited and subject to criminal and civil penalties; and4. Use of the information system indicates consent to monitoring and recording; <p>b. Retains the notification message or banner on the screen until users acknowledge the usage conditions and take explicit actions to log on to or further access the information system; and</p> <p>c. For publicly accessible systems:</p> <ol style="list-style-type: none">1. Displays system use information organization-defined conditions, before granting further access;2. Displays references, if any, to monitoring, recording, or auditing that are consistent with privacy accommodations for such systems that generally prohibit those activities; and3. Includes a description of the authorized uses of the system. <p>At a minimum, this can be done at initial logon and is not required for every logon.</p>
Supplemental Guidance (from NIST 800-53)	System use notifications can be implemented using messages or warning banners displayed before individuals log in to information systems. System use notifications are used only for access via logon interfaces with human users and are not required when such human interfaces do not exist. Organizations consider system use notification messages/banners displayed in multiple languages based on specific organizational needs and the demographics of information system users. Organizations also consult with the Office of the General Counsel for legal review and approval of warning banner content.
Control Number	AC-11
Title	Session Lock
DHCS Requirement	<p>The organization's information system:</p> <p>a. Prevents further access to the system by initiating a session lock after 15 minutes or upon receiving a request from a user; and</p> <p>b. Retains the session lock until the user reestablishes access using established identification and authentication procedures.</p>
Supplemental Guidance (from NIST 800-53)	Session locks are temporary actions taken when users stop work and move away from the immediate vicinity of information systems but do not want to log out because of the temporary nature of their absences. Session locks are implemented where session activities can be determined. This is typically at the operating system level, but can also be at the application level. Session locks are not an acceptable substitute for logging out of information systems, for example, if organizations require users to log out at the end of workdays. Related control: AC-7.
Control Number	AC-17
Title	Remote Access
DHCS Requirement	<p>The organization must:</p> <p>a. Establish and document usage restrictions, configuration/connection requirements, and implementation guidance for each type of remote access allowed; and</p> <p>b. Authorize remote access to the information system prior to allowing such connections.</p>
Supplemental Guidance (from NIST 800-53)	Remote access is access to organizational information systems by users (or processes acting on behalf of users) communicating through external networks (e.g., the Internet). Remote access methods include, for example, dial-up, broadband, and wireless. Organizations often employ encrypted virtual private networks (VPNs) to enhance confidentiality and integrity over remote connections. The use of encrypted VPNs does not make the access non-remote; however, the use of VPNs, when adequately provisioned with appropriate security controls (e.g., employing appropriate encryption techniques for confidentiality and integrity protection) may provide sufficient assurance to the organization that it can effectively treat such connections as internal networks. Still, VPN connections traverse external networks, and the encrypted VPN does not enhance the availability of remote connections. Also, VPNs with encrypted tunnels can affect the organizational capability to adequately monitor network communications traffic for malicious code. Remote access controls apply to information systems other than public web servers or systems designed for public access. This control addresses authorization prior to allowing remote access without specifying the formats for such authorization. While organizations may use interconnection security agreements to authorize remote access connections, such agreements are not required by this control. Enforcing access restrictions for remote connections is addressed in AC-3. Related controls: AC-2, AC-3, AC-18, AC-19, AC-20, CA-3, CA-7, CM-8, IA-2, IA-3, IA-8, MA-4, PE-17, PL-4, SC-10, SI-4.

2. Accountability, Audit, and Risk Management (AR)

Control Number	AR-3
Title	Privacy Requirements for Contractors and Service Providers
DHCS Requirement	The organization must: a. Establish privacy roles, responsibilities, and access requirements for contractors and service providers; and b. Includes privacy requirements in contracts and other acquisition-related documents.
Supplemental Guidance (from NIST 800-53)	Contractors and service providers include, but are not limited to, information providers, information processors, and other organizations providing information system development, information technology services, and other outsourced applications. Organizations consult with legal counsel, the Senior Agency Official for Privacy (SAOP)/Chief Privacy Officer (CPO), and contracting officers about applicable laws, directives, policies, or regulations that may impact implementation of this control. Related control: AR-1, AR-5, SA-4.

3. Audit and Accountability (AU)

Control Number	AU-1
Title	Audit and Accountability Policy and Procedures
DHCS Requirement	The organization must: a. Develop, document, and disseminate to individuals and organizations that store, process, or transmit Medi-Cal PII: 1. An audit and accountability policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the audit and accountability policy and associated audit and accountability controls; and b. Review and update the current: 1. Audit and accountability policy at least triennially; and 2. Audit and accountability procedures at least triennially.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AU family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	AU-2
Title	Audit Events
DHCS Requirement	The organization must: a. Audit the following events: 1) Viewing Medi-Cal PII stored within the organization's system; 2) Viewing of screens that contain Medi-Cal PII; 3) All system and data interactions concerning Medi-Cal PII. b. Coordinate the security audit function with other organizational entities requiring audit-related information to enhance mutual support and to help guide the selection of auditable events; c. Determines that the following events are to be audited within the information system: 1) Viewing Medi-Cal PII stored within the organization's system; 2) Viewing of screens that contain Medi-Cal PII; 3) All system and data interactions concerning Medi-Cal PII.
Supplemental Guidance (from NIST 800-53)	An event is any observable occurrence in an organizational information system. Organizations identify audit events as those events which are significant and relevant to the security of information systems and the environments in which those systems operate in order to meet specific and ongoing audit needs. Audit events can include, for example, password changes, failed logons, or failed accesses related to information systems, administrative privilege usage, PIV credential usage, or third-party credential usage. In determining the set of auditable events, organizations consider the auditing appropriate for each of the security controls to be implemented. To balance auditing requirements with other information system needs, this control also requires identifying that subset of auditable events that are audited at a given point in time. For example, organizations may determine that information systems must have the capability to log every file access both successful and unsuccessful, but not activate that capability except for specific circumstances due to the potential burden on system performance. Auditing requirements, including the need for auditable events, may be referenced in other security controls and control enhancements. Organizations also include auditable events that are required by applicable federal laws, Executive Orders, directives, policies, regulations, and standards. Audit records can be generated at various levels of abstraction, including at the packet level as information traverses the network. Selecting the appropriate level of abstraction is a critical aspect of an audit capability and can facilitate the identification of root causes to problems. Organizations consider in the definition of auditable events, the auditing necessary to cover related events such as the steps in distributed, transaction-based processes (e.g., processes that are distributed across multiple organizations) and actions that occur in service-oriented architectures. Related controls: AC-6, AC-17, AU-3, AU-12, MA-4, MP-2, MP-4, SI-4

Control Number	AU-11
Title	Audit Record Retention
DHCS Requirement	The organization must retain audit records for six (6) years to provide support for after-the-fact investigations of security incidents and to meet regulatory and organizational information retention requirements.
Supplemental Guidance (from NIST 800-53)	Organizations retain audit records until it is determined that they are no longer needed for administrative, legal, audit, or other operational purposes. This includes, for example, retention and availability of audit records relative to Freedom of Information Act (FOIA) requests, subpoenas, and law enforcement actions. Organizations develop standard categories of audit records relative to such types of actions and standard response processes for each type of action. The National Archives and Records Administration (NARA) General Records Schedules provide federal policy on record retention. Related controls: AU-4, AU-5, AU-9, MP-6.
Control Number	AU-12
Title	Audit Generation
DHCS Requirement	The organization information system must: a. Provide audit record generation capability for the auditable events defined in AU-2 a. at the audit reporting mechanism; b. Allow security personnel to select which auditable events are to be audited by specific components of the information system; and c. Generates audit records for the events defined in AU-2 d. with the content defined in AU-3
Supplemental Guidance (from NIST 800-53)	Audit records can be generated from many different information system components. The list of audited events is the set of events for which audits are to be generated. These events are typically a subset of all events for which the information system is capable of generating audit records. Related controls: AC-3, AU-2, AU-3, AU-6, AU-7.

4. Awareness and Training (AT)

Control Number	AT-1
Title	Security Awareness and Training Policy and Procedures
DHCS Requirement	<p>The organization must:</p> <p>a. Develop, document, and disseminate to personnel and organizations with access to Medi-Cal PII:</p> <p>1. A security awareness and training policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and</p> <p>2. Procedures to facilitate the implementation of the security awareness and training policy and associated security awareness and training controls; and</p> <p>b. Reviews and updates the current:</p> <p>1. Security awareness and training policy and;</p> <p>2. Security awareness and training procedures.</p> <p>The training and awareness programs must include:</p> <p>The sensitivity of Medi-Cal PII,</p> <p>The rules of behavior concerning use and security in systems and/or applications processing Medi-Cal PII,</p> <p>The Privacy Act and other Federal and state laws, including but not limited to Section 14100.2 of the Welfare and Institutions Code and Section 431.302 et. Seq. of Title 42 Code of Federal Regulations, governing collection, maintenance, use, and dissemination of information about individuals,</p> <p>The possible criminal and civil sanctions and penalties for misuse of Medi-Cal PII,</p> <p>The responsibilities of employees, contractors, and agent’s pertaining to the proper use and protection of Medi-Cal PII,</p> <p>The restrictions on viewing and/or copying Medi-Cal PII,</p> <p>The proper disposal of Medi-Cal PII,</p> <p>The security breach and data loss incident reporting procedures,</p> <p>The basic understanding of procedures to protect the network from viruses, worms, Trojan horses, and other malicious code,</p> <p>Social engineering (phishing, vishing and pharming) and network fraud prevention.</p>
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the AT family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, tandards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.

Control Number	AT-2
Title	Security Awareness Training
DHCS Requirement	The organization must provide basic security awareness training to information system users (including managers, senior executives, and contractors): a. As part of initial training for new users; b. When required by information system changes; and c. Annually thereafter.
Supplemental Guidance (from NIST 800-53)	Organizations determine the appropriate content of security awareness training and security awareness techniques based on the specific organizational requirements and the information systems to which personnel have authorized access. The content includes a basic understanding of the need for information security and user actions to maintain security and to respond to suspected security incidents. The content also addresses awareness of the need for operations security. Security awareness techniques can include, for example, displaying posters, offering supplies inscribed with security reminders, generating email advisories/notices from senior organizational officials, displaying logon screen messages, and conducting information security awareness events. Related controls: AT-3, AT-4, PL-4.
Control Number	AT-3
Title	Role-Based Security Training
DHCS Requirement	The organization must provide role-based security training to personnel with assigned security roles and responsibilities: a. Before authorizing access to the information system or performing assigned duties; b. When required by information system changes; and c. With organization-defined frequency thereafter.
Supplemental Guidance (from NIST 800-53)	Organizations determine the appropriate content of security training based on the assigned roles and responsibilities of individuals and the specific security requirements of organizations and the information systems to which personnel have authorized access. In addition, organizations provide enterprise architects, information system developers, software developers, acquisition/procurement officials, information system managers, system/network administrators, personnel conducting configuration management and auditing activities, personnel performing independent verification and validation activities, security control assessors, and other personnel having access to system-level software, adequate security-related technical training specifically tailored for their assigned duties. Comprehensive role-based training addresses management, operational, and technical roles and responsibilities covering physical, personnel, and technical safeguards and countermeasures. Such training can include for example, policies, procedures, tools, and artifacts for the organizational security roles defined. Organizations also provide the training necessary for individuals to carry out their responsibilities related to operations and supply chain security within the context of organizational information security programs. Role-based security training also applies to contractors providing services to federal agencies. Related controls: AT-2, AT-4, PL-4, PS-7, SA-3, SA-12, SA-16.
Control Number	AT-4
Title	Security Training Records
DHCS Requirement	The organization must: a. Document and monitor individual information system security training activities including basic security awareness training and specific information system security training; and b. Retain individual training records for 5 years. SSA also requires the organization to certify that each employee, contractor, and agent who views SSA data certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.
Supplemental Guidance (from NIST 800-53)	Documentation for specialized training may be maintained by individual supervisors at the option of the organization. Related controls: AT-2, AT-3, PM-14.

5. Contingency Planning (CP)

Control Number	CP-2
Title	Contingency Plan
DHCS Requirement	<p>The organization must:</p> <p>a. Develop a contingency plan for the information system that:</p> <p>1. Identifies essential missions and business functions and associated contingency requirements;</p> <p>2. Provides recovery objectives, restoration priorities, and metrics;</p> <p>3. Addresses contingency roles, responsibilities, assigned individuals with contact information;</p> <p>4. Addresses maintaining essential missions and business functions despite an information system disruption, compromise, or failure;</p> <p>5. Addresses eventual, full information system restoration without deterioration of the security safeguards originally planned and implemented; and</p> <p>6. Is reviewed and approved by a senior manager;</p> <p>b. Distribute copies of the contingency plan to personnel and organizations supporting the contingency plan actions;</p> <p>c. Coordinate contingency planning activities with incident handling activities;</p> <p>d. Review the contingency plan for the information system at least annually;</p> <p>e. Update the contingency plan to address changes to the organization, information system, or environment of operation and problems encountered during contingency plan implementation, execution, or testing;</p> <p>f. Communicate contingency plan changes to personnel and organizations supporting the contingency plan actions;</p> <p>g. Incorporate lessons learned from contingency plan testing, training, or actual contingency activities into contingency testing and training; and</p> <p>h. Protect the contingency plan from unauthorized disclosure and modification.</p>
Supplemental Guidance (from NIST 800-53)	<p>Contingency planning for information systems is part of an overall organizational program for achieving continuity of operations for mission/business functions. Contingency planning addresses both information system restoration and implementation of alternative mission/business processes when systems are compromised. The effectiveness of contingency planning is maximized by considering such planning throughout the phases of the system development life cycle. Performing contingency planning on hardware, software, and firmware development can be an effective means of achieving information system resiliency. Contingency plans reflect the degree of restoration required for organizational information systems since not all systems may need to fully recover to achieve the level of continuity of operations desired.</p> <p>Information system recovery objectives reflect applicable laws, Executive Orders, directives, policies, standards, regulations, and guidelines. In addition to information system availability, contingency plans also address other security-related events resulting in a reduction in mission and/or business effectiveness, such as malicious attacks compromising the confidentiality or integrity of information systems. Actions addressed in contingency plans include, for example, orderly/graceful degradation, information system shutdown, fallback to a manual mode, alternate information flows, and operating in modes reserved for when systems are under attack. By closely coordinating contingency planning with incident handling activities, organizations can ensure that the necessary contingency planning activities are in place and activated in the event of a security incident. Related controls: AC-14, CP-6, CP-7, CP-8, CP-9, CP-10, IR-4, IR-8, MP-2, MP-4, MP-5, PM-8, PM-11.</p>

6. Data Minimization and Retention (DM)

Control Number	DM-2
Title	Data Retention and Disposal
DHCS Requirement	The organization must: a. Retain each collection of Medi-Cal PII no longer than required for the organization’s business process or evidentiary purposes; b. Dispose of, destroys, erases, and/or anonymizes the Medi-Cal PII, regardless of the method of storage, in accordance with a NARA-approved record retention schedule and in a manner that prevents loss, theft, misuse, or unauthorized access; and c. Use organization-defined techniques or methods to ensure secure deletion or destruction of PII (including originals, copies, and archived records). .
Supplemental Guidance (from NIST 800-53)	NARA provides retention schedules that govern the disposition of federal records. Program officials coordinate with records officers and with NARA to identify appropriate retention periods and disposal methods. NARA may require organizations to retain PII longer than is operationally needed. In those situations, organizations describe such requirements in the notice. Methods of storage include, for example, electronic, optical media, or paper. Examples of ways organizations may reduce holdings include reducing the types of PII held (e.g., delete Social Security numbers if their use is no longer needed) or shortening the retention period for PII that is maintained if it is no longer necessary to keep PII for long periods of time (this effort is undertaken in consultation with an organization’s records officer to receive NARA approval). In both examples, organizations provide notice (e.g., an updated System of Records Notice) to inform the public of any changes in holdings of PII. Certain read-only archiving techniques, such as DVDs, CDs, microfilm, or microfiche, may not permit the removal of individual records without the destruction of the entire database contained on such media. Related controls: AR-4, AU-11, DM-1, MP-1, MP-2, MP-3, MP-4, MP-5, MP-6, MP-7, MP-8, SI-12, TR-1.

7. Identification and Authentication (IA)

Control Number	IA-2
Title	Identification and Authentication (Organizational Users)
DHCS Requirement	The organization's information system must uniquely identify and authenticate organizational users (or processes acting on behalf of organizational users).
Supplemental Guidance (from NIST 800-53)	Organizational users include employees or individuals that organizations deem to have equivalent status of employees (e.g., contractors, guest researchers). This control applies to all accesses other than: (i) accesses that are explicitly identified and documented in AC-14; and (ii) accesses that occur through authorized use of group authenticators without individual authentication. Organizations may require unique identification of individuals in group accounts (e.g., shared privilege accounts) or for detailed accountability of individual activity. Organizations employ passwords, tokens, or biometrics to authenticate user identities, or in the case multifactor authentication, or some combination thereof. Access to organizational information systems is defined as either local access or network access. Local access is any access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained by direct connections without the use of networks. Network access is access to organizational information systems by users (or processes acting on behalf of users) where such access is obtained through network connections (i.e., nonlocal accesses). Remote access is a type of network access that involves communication through external networks (e.g., the Internet). Internal networks include local area networks and wide area networks. In addition, the use of encrypted virtual private networks (VPNs) for network connections between organization-controlled endpoints and non-organization controlled endpoints may be treated as internal networks from the perspective of protecting the confidentiality and integrity of information traversing the network. Organizations can satisfy the identification and authentication requirements in this control by complying with the requirements in Homeland Security Presidential Directive 12 consistent with the specific organizational implementation plans. Multifactor authentication requires the use of two or more different factors to achieve authentication. The factors are defined as: (i) something you know (e.g., password, personal identification number [PIN]); (ii) something you have (e.g., cryptographic identification device, token); or (iii) something you are (e.g., biometric). Multifactor solutions that require devices separate from information systems gaining access include, for example, hardware tokens providing time-based or challenge-response authenticators and smart cards such as the U.S. Government Personal Identity Verification card and the DoD common access card. In addition to identifying and authenticating users at the information system level (i.e., at logon), organizations also employ identification and authentication mechanisms at the application level, when necessary, to provide increased information security. Identification and authentication requirements for other than organizational users are described in IA-8. Related controls: AC-2, AC-3, AC-14, AC-17, AC-18, IA-4, IA-5, IA-8.

Control Number	IA-5
Title	Authenticator Management
DHCS Requirement	<p>The organization must manage information system authenticators by:</p> <ul style="list-style-type: none">a. Verifying, as part of the initial authenticator distribution, the identity of the individual, group, role, or device receiving the authenticator;b. Establishing initial authenticator content for authenticators defined by the organization;c. Ensuring that authenticators have sufficient strength of mechanism for their intended use;d. Establishing and implementing administrative procedures for initial authenticator distribution, for lost/compromised or damaged authenticators, and for revoking authenticators;e. Changing default content of authenticators prior to information system installation;f. Establishing minimum and maximum lifetime restrictions and reuse conditions for authenticators;g. Changing/refreshing authenticators within organization-defined time period;h. Protecting authenticator content from unauthorized disclosure and modification;i. Requiring individuals to take, and having devices implement, specific security safeguards to protect authenticators; andj. Changing authenticators for group/role accounts when membership to those accounts changes.
Supplemental Guidance (from NIST 800-53)	<p>Individual authenticators include, for example, passwords, tokens, biometrics, PKI certificates, and key cards. Initial authenticator content is the actual content (e.g., the initial password) as opposed to requirements about authenticator content (e.g., minimum password length). In many cases, developers ship information system components with factory default authentication credentials to allow for initial installation and configuration. Default authentication credentials are often well known, easily discoverable, and present a significant security risk. The requirement to protect individual authenticators may be implemented via control PL-4 or PS-6 for authenticators in the possession of individuals and by controls AC-3, AC-6, and SC-28 for authenticators stored within organizational information systems (e.g., passwords stored in hashed or encrypted formats, files containing encrypted or hashed passwords accessible with administrator privileges).</p> <p>Information systems support individual authenticator management by organization-defined settings and restrictions for various authenticator characteristics including, for example, minimum password length, password composition, validation time window for time synchronous one-time tokens, and number of allowed rejections during the verification stage of biometric authentication. Specific actions that can be taken to safeguard authenticators include, for example, maintaining possession of individual authenticators, not loaning or sharing individual authenticators with others, and reporting lost, stolen, or compromised authenticators immediately. Authenticator management includes issuing and revoking, when no longer needed, authenticators for temporary access such as that required for remote maintenance. Device authenticators include, for example, certificates and passwords. Related controls: AC-2, AC-3, AC-6, CM-6, IA-2, IA-4, IA-8, PL-4, PS- 5, PS-6, SC-12, SC-13, SC-17, SC-28.</p>
Control Number	IA-5(1)
Title	Authenticator Management Password-Based Authentication
DHCS Requirement	<p>The information system, for password-based authentication, must:</p> <ul style="list-style-type: none">a. Enforces minimum password complexity of requirements for:<ul style="list-style-type: none">* case sensitivity (upper and lower case letters),* number of characters (equal to or greater than fifteen characters),* mix of upper-case letters, lower-case letters, numbers, and special characters (at least one of each type);c. Stores and transmits only cryptographically-protected passwords;d. Enforces password lifetime of at least 180 days;e. Prohibits prior 10 passwords for reuse ; andf. Allows the use of a temporary password for system logons with an immediate change to a permanent password.
Supplemental Guidance (from NIST 800-53)	<p>This control enhancement applies to single-factor authentication of individuals using passwords as individual or group authenticators, and in a similar manner, when passwords are part of multifactor authenticators. This control enhancement does not apply when passwords are used to unlock hardware authenticators (e.g., Personal Identity Verification cards). The implementation of such password mechanisms may not meet all of the requirements in the enhancement. Cryptographically-protected passwords include, for example, encrypted versions of passwords and one-way cryptographic hashes of passwords. The number of changed characters refers to the number of changes required with respect to the total number of positions in the current password. Password lifetime restrictions do not apply to temporary passwords. To mitigate certain brute force attacks against passwords, organizations may also consider salting passwords.</p> <p>Related control: IA-6.</p>

8. Incident Response (IR)

Control Number	IR-1
Title	Incident Response Policy and Procedures
DHCS Requirement	<p>The organization must:</p> <p>a. Develops, documents, and disseminates to organization-defined personnel or roles:</p> <p>1. An incident response policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and</p> <p>2. Procedures to facilitate the implementation of the incident response policy and associated incident response controls; and</p> <p>b. Reviews and updates the current:</p> <p>1. Incident response policy with organization-defined frequency; and</p> <p>2. Incident response procedures with organization-defined frequency.</p> <p><i>DHCS and NIST Guidelines encourage agencies to consider establishing incident response teams or identifying individuals specifically responsible for addressing Medi-Cal PII and DHCS data breaches.</i></p>
Supplemental Guidance (from NIST 800-53)	<p>This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the IR family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.</p>
Control Number	IR-2
Title	Incident Response Training
DHCS Requirement	<p>The organization must provide incident response training to information system users consistent with assigned roles and responsibilities:</p> <p>a. Within organization-defined time period of assuming an incident response role or responsibility;</p> <p>b. When required by information system changes; and</p> <p>c. With organization-defined frequency thereafter.</p>
Supplemental Guidance (from NIST 800-53)	<p>Incident response training provided by organizations is linked to the assigned roles and responsibilities of organizational personnel to ensure the appropriate content and level of detail is included in such training. For example, regular users may only need to know who to call or how to recognize an incident on the information system; system administrators may require additional training on how to handle/remediate incidents; and incident responders may receive more specific training on forensics, reporting, system recovery, and restoration. Incident response training includes user training in the identification and reporting of suspicious activities, both from external and internal sources. Related controls: AT-3, CP-3, IR-8.</p>
Control Number	IR-4
Title	Incident Handling
DHCS Requirement	<p>The organization must:</p> <p>a. Implements an incident handling capability for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery;</p> <p>b. Coordinates incident handling activities with contingency planning activities; and</p> <p>c. Incorporates lessons learned from ongoing incident handling activities into incident response procedures, training, and testing, and implements the resulting changes accordingly.</p>
Supplemental Guidance (from NIST 800-53)	<p>Organizations recognize that incident response capability is dependent on the capabilities of organizational information systems and the mission/business processes being supported by those systems. Therefore, organizations consider incident response as part of the definition, design, and development of mission/business processes and information systems. Incident-related information can be obtained from a variety of sources including, for example, audit monitoring, network monitoring, physical access monitoring, user/administrator reports, and reported supply chain events. Effective incident handling capability includes coordination among many organizational entities including, for example, mission/business owners, information system owners, authorizing officials, human resources offices, physical and personnel security offices, legal departments, operations personnel, procurement offices, and the risk executive (function). Related controls: AU-6, CM-6, CP-2, CP-4, IR-2, IR-3, IR-8, PE-6, SC-5, SC-7, SI-3, SI-4, SI-7.</p>

Control Number	IR-8
Title	Incident Response Plan
DHCS Requirement	The organization must: a. Develop an incident response plan that: 1. Provides the organization with a roadmap for implementing its incident response capability; 2. Describes the structure and organization of the incident response capability; 3. Provides a high-level approach for how the incident response capability fits into the overall organization; 4. Meets the unique requirements of te organization, which relate to mission, size, structure, and functions; 5. Defines reportable incidents; 6. Provides metrics for measuring the incident response capability within the organization; 7. Defines the resources and management support needed to effectively maintain and mature an incident response capability; and 8. Is reviewed and approved by organization-defined personnel or roles; b. Distribute copies of the incident response plan to organization-defined incident response personnel (identified by name and/or by role) and organizational elements; c. Review the incident response plan organization-defined frequency; d. Updates the incident response plan to address system/organizational changes or problems encountered during plan implementation, execution, or testing; e. Communicate incident response plan changes to organization-defined incident response personnel (identified by name and/or by role) and organizational elements]; and f. Protect the incident response plan from unauthorized disclosure and modification.
Supplemental Guidance (from NIST 800-53)	It is important that organizations develop and implement a coordinated approach to incident response. Organizational missions, business functions, strategies, goals, and objectives for incident response help to determine the structure of incident response capabilities. As part of a comprehensive incident response capability, organizations consider the coordination and sharing of information with external organizations, including, for example, external service providers and organizations involved in the supply chain for organizational information systems. Related controls: MP-2, MP-4, MP-5.

9. Media Protection (MP)

Control Number	MP-2
Title	Media Access
DHCS Requirement	The organization must: Restricts access to Medi-Cal PII to County Workers who require access to Medi-Call PII for purposes of administering the Medi-Cal program or as required for the administration of other public benefit programs.
Supplemental Guidance (from NIST 800-53)	Information system media includes both digital and non-digital media. Digital media includes, for example, diskettes, magnetic tapes, external/removable hard disk drives, flash drives, compact disks, and digital video disks. Non-digital media includes, for example, paper and microfilm. Restricting non-digital media access includes, for example, denying access to patient medical records in a community hospital unless the individuals seeking access to such records are authorized healthcare providers. Restricting access to digital media includes, for example, limiting access to design specifications stored on compact disks in the media library to the project leader and the individuals on the development team. Related controls: AC-3, IA-2, MP-4, PE-2, PE-3, PL-2.
Control Number	MP-6
Title	Media Sanitization
DHCS Requirement	The organization must: a. Sanitize media containing Medi-Cal PII prior to disposal, release out of organizational control, or release for reuse in accordance with applicable federal and organizational standards and policies; and b. Employs sanitization mechanisms with the strength and integrity commensurate with the security category or classification of the information.
Supplemental Guidance (from NIST 800-53)	This control applies to all information system media, both digital and non-digital, subject to disposal or reuse, whether or not the media is considered removable. Examples include media found in scanners, copiers, printers, notebook computers, workstations, network components, and mobile devices. The sanitization process removes information from the media such that the information cannot be retrieved or reconstructed. Sanitization techniques, including clearing, purging, cryptographic erase, and destruction, prevent the disclosure of information to unauthorized individuals when such media is reused or released for disposal. Organizations determine the appropriate sanitization methods recognizing that destruction is sometimes necessary when other methods cannot be applied to media requiring sanitization. Organizations use discretion on the employment of approved sanitization techniques and procedures for media containing information deemed to be in the public domain or publicly releasable, or deemed to have no adverse impact on organizations or individuals if released for reuse or disposal. Sanitization of non-digital media includes, for example, removing a classified appendix from an otherwise unclassified document, or redacting selected sections or words from a document by obscuring the redacted sections/words in a manner equivalent in effectiveness to removing them from the document. NSA standards and policies control the sanitization process for media containing classified information. Related controls: MA-2, MA-4, RA-3, SC-4.

10. Personnel Security (PS)

Control Number	PS-3
Title	Personnel Screening
DHCS Requirement	The organization must: a. Screen individuals (employees, contractors and agents) prior to authorizing access to the information system and Medi-Cal PII.
Supplemental Guidance (from NIST 800-53)	Personnel screening and rescreening activities reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, guidance, and specific criteria established for the risk designations of assigned positions. Organizations may define different rescreening conditions and frequencies for personnel accessing information systems based on types of information processed, stored, or transmitted by the systems.
Control Number	PS-4
Title	Personnel Termination
DHCS Requirement	The organization, upon termination of individual employment, must: a. Disable information system access; b. Terminate/revoke any authenticators/credentials associated with the individual; c. Conduct exit interviews, as needed; d. Retrieve all security-related organizational information system-related property; e. Retain access to organizational information and information systems formerly controlled by terminated individual; and f. Notified organization-defined personnel upon termination.
Supplemental Guidance (from NIST 800-53)	Information system-related property includes, for example, hardware authentication tokens, system administration technical manuals, keys, identification cards, and building passes. Exit interviews ensure that terminated individuals understand the security constraints imposed by being former employees and that proper accountability is achieved for information system-related property. Security topics of interest at exit interviews can include, for example, reminding terminated individuals of nondisclosure agreements and potential limitations on future employment. Exit interviews may not be possible for some terminated individuals, for example, in cases related to job abandonment, illnesses, and non-availability of supervisors. Exit interviews are important for individuals with security clearances. Timely execution of termination actions is essential for individuals terminated for cause. In certain situations, organizations consider disabling the information system accounts of individuals that are being terminated prior to the individuals being notified. Related controls: AC-2, IA-4, PE-2, PS-5, PS-6.
Control Number	PS-6
Title	Access Agreements
DHCS Requirement	The organization must: a. Develop and document access agreements for organizational information systems; b. Reviews and updates the access agreements at organization-defined frequency; and c. Ensure that individuals requiring access to organizational information and information systems: 1. Sign appropriate access agreements prior to being granted access; and 2. Re-sign access agreements to maintain access to organizational information systems when access agreements have been updated or at an organization-defined frequency. DHCS requires that contracts for periodic disposal/destruction of case files or other print media contain a non-disclosure agreement signed by all personnel who will encounter products that contain Medi-Cal PII.
Supplemental Guidance (from NIST 800-53)	Supplemental Guidance: Access agreements include, for example, nondisclosure agreements, acceptable use agreements, rules of behavior, and conflict-of-interest agreements. Signed access agreements include an acknowledgement that individuals have read, understand, and agree to abide by the constraints associated with organizational information systems to which access is authorized. Organizations can use electronic signatures to acknowledge access agreements unless specifically prohibited by organizational policy. Related control: PL-4, PS-2, PS-3, PS-4, PS-8.

Control Number	PS-7
Title	Third-Party Personnel Security
DHCS Requirement	<p>The organization must:</p> <ul style="list-style-type: none">a. Establishes personnel security requirements including security roles and responsibilities for county agents, subcontractors, and vendors;b. Requires third-party providers to comply with personnel security policies and procedures established by the organization;c. Documents personnel security requirements;d. Requires third-party providers to notify organization-defined personnel or roles of any personnel transfers or terminations of third-party personnel who possess organizational credentials and/or badges, or who have information system privileges within organization-defined time period; ande. Monitors provider compliance. <p><i>The service level agreements with the contractors and agents must contain non-disclosure language as it pertains to Medi-Cal PII. The statement shall include, at a minimum, a description of the following:</i></p> <ul style="list-style-type: none"><i>1. General Use of Medi-Cal PII;</i><i>2. Security and Privacy Safeguards for Medi-Cal PII;</i><i>3. Unacceptable Use of Medi-Cal PII; and</i><i>4. Enforcement Policies.</i> <p><i>The county department/agency must retain the non-disclosure agreements for at least five (5) to seven (7) years for all contractors and agents who processes, views, or encounters Medi-Cal PII as part of their duties</i></p>
Supplemental Guidance (from NIST 800-53)	Third-party providers include, for example, service bureaus, contractors, and other organizations providing information system development, information technology services, outsourced applications, and network and security management. Organizations explicitly include personnel security requirements in acquisition-related documents. Third-party providers may have personnel working at organizational facilities with credentials, badges, or information system privileges issued by organizations. Notifications of third-party personnel changes ensure appropriate termination of privileges and credentials. Organizations define the transfers and terminations deemed reportable by security-related characteristics that include, for example, functions, roles, and nature of credentials/privileges associated with individuals transferred or terminated. Related controls: PS-2, PS-3, PS-4, PS-5, PS-6, SA-9, SA-21.
Control Number	PS-8
Title	Personnel Sanctions
DHCS Requirement	<p>The organization must:</p> <ul style="list-style-type: none">a. Employ a formal sanctions process for individuals failing to comply with established information security policies and procedures; andb. Notify organization personnel within the organization-defined time period when a formal employee sanctions process is initiated, identifying the individual sanctioned and the reason for the sanction. <p><i>If a member of the county's workforce, as defined at 45 CFR 160.103 and inclusive of an employee, contractor, or agent is subject to an adverse action by the organization (e.g., reduction in pay, disciplinary action, termination of employment, termination of contract for services), DHCS recommends the organization remove his or her access to Medi-Cal PII in advance of the adverse action to reduce the possibility that will the individual will perform unauthorized activities that involve Medi-Cal PII, if applicable.</i></p>
Supplemental Guidance (from NIST 800-53)	Organizational sanctions processes reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Sanctions processes are described in access agreements and can be included as part of general personnel policies and procedures for organizations. Organizations consult with the Office of the General Counsel regarding matters of employee sanctions. Related controls: PL-4, PS-6.

11. Physical and Environmental Protection (PE)

Control Number	PE-3
Title	Physical Access Control
DHCS Requirement	<p>The organization must:</p> <ul style="list-style-type: none">a. Enforce physical access authorizations at entry and exit points to the facility where the information system resides by;<ul style="list-style-type: none">1. Verifying individual access authorizations before granting access to the facility; and2. Controlling ingress/egress to the facility using physical access control systems/devices and/or guards;b. Maintain physical access audit logs for entry and exit points;c. Provide security safeguards to control access to areas within the facility officially designated as publicly accessible;d. Escort visitors and monitors visitor activity;e. Secure keys, combinations, and other physical access devices;f. Inventory physical access devices; <p>and</p> <ul style="list-style-type: none">g. Changes combinations and keys at minimum when keys are lost, combinations are compromised, or individuals are transferred or terminated
Supplemental Guidance (from NIST 800-53)	<p>This control applies to organizational employees and visitors. Individuals (e.g., employees, contractors, and others) with permanent physical access authorization credentials are not considered visitors. Organizations determine the types of facility guards needed including, for example, professional physical security staff or other personnel such as administrative staff or information system users. Physical access devices include, for example, keys, locks, combinations, and card readers. Safeguards for publicly accessible areas within organizational facilities include, for example, cameras, monitoring by guards, and isolating selected information systems and/or system components in secured areas. Physical access control systems comply with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance. The Federal Identity, Credential, and Access Management Program provides implementation guidance for identity, credential, and access management capabilities for physical access control systems. Organizations have flexibility in the types of audit logs employed. Audit logs can be procedural (e.g., a written log of individuals accessing the facility and when such access occurred), automated (e.g., capturing ID provided by a PIV card), or some combination thereof. Physical access points can include facility access points, interior access points to information systems and/or components requiring supplemental access controls, or both. Components of organizational information systems (e.g., workstations, terminals) may be located in areas designated as publicly accessible with organizations safeguarding access to such devices. Related controls: AU-2, AU-6, MP-2, MP-4, PE-2, PE-4, PE-5, PS-3, RA-3.</p>
Control Number	PE-6
Title	Monitoring Physical Access
DHCS Requirement	<p>The organization must:</p> <ul style="list-style-type: none">a. Monitors physical access to the facility where the information system resides to detect and respond to physical security incidents;b. Reviews physical access logs organization-defined frequency and upon occurrence of security incidents; andc. Coordinates results of reviews and investigations with the organizational incident response capability.
Supplemental Guidance (from NIST 800-53)	<p>Organizational incident response capabilities include investigations of and responses to detected physical security incidents. Security incidents include, for example, apparent security violations or suspicious physical access activities. Suspicious physical access activities include, for example: (i) accesses outside of normal work hours; (ii) repeated accesses to areas not normally accessed; (iii) accesses for unusual lengths of time; and (iv) out-of-sequence accesses. Related controls: CA-7, IR-4, IR-8.</p>

12.Planning (PL)

Control Number	PL-1
Title	Security Planning Policy and Procedures
DHCS Requirement	<p>The organization must:</p> <p>a. Develop, document, and disseminate to personnel and organizations with access to Medi-Cal PII:</p> <p>1. A security planning policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and</p> <p>2. Procedures to facilitate the implementation of the security planning policy and associated security planning controls; and</p> <p>b. Reviews and updates the current:</p> <p>1. Security planning policy;</p> <p>and</p> <p>2. Security planning procedures.</p>
Supplemental Guidance (from NIST 800-53)	<p>This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the PL family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.</p>
Control Number	PL-2
Title	System Security Plan
DHCS Requirement	<p>The organization must:</p> <p>a. Develop a security plan for the information system that:</p> <p>1. Is consistent with the organization’s enterprise architecture;</p> <p>2. Explicitly defines the authorization boundary for the system;</p> <p>3. Describes the operational context of the information system in terms of missions and business processes;</p> <p>4. Provides the security categorization of the information system including supporting rationale;</p> <p>5. Describes the operational environment for the information system and relationships with or connections to other information systems;</p> <p>6. Provides an overview of the security requirements for the system;</p> <p>7. Identifies any relevant overlays, if applicable;</p> <p>8. Describes the security controls in place or planned for meeting those requirements including a rationale for the tailoring decisions; and</p> <p>9. Is reviewed and approved by the authorizing official or designated representative prior to plan implementation;</p> <p>b. Distribute copies of the security plan and communicates subsequent changes to the plan to personnel and organizations with security responsibilities;</p> <p>c. Review the security plan for the information system;</p> <p>d. Update the plan to address changes to the information system/environment of operation or problems identified during plan implementation or security control assessments; and</p> <p>e. Protect the security plan from unauthorized disclosure and modification.</p> <p><i>Organization's security plan should include detailed information specific to safeguarding Medi-Cal PII.</i></p>
Supplemental Guidance (from NIST 800-53)	<p>Security plans relate security requirements to a set of security controls and control enhancements. Security plans also describe, at a high level, how the security controls and control enhancements meet those security requirements, but do not provide detailed, technical descriptions of the specific design or implementation of the controls/enhancements. Security plans contain sufficient information (including the specification of parameter values for assignment and selection statements either explicitly or by reference) to enable a design and implementation that is unambiguously compliant with the intent of the plans and subsequent determinations of risk to organizational operations and assets, individuals, other organizations, and the Nation if the plan is implemented as intended. Organizations can also apply tailoring guidance to the security control baselines in Appendix D and CNSS Instruction 1253 to develop overlays for community-wide use or to address specialized requirements, technologies, or missions/environments of operation (e.g., DoD-tactical, Federal Public Key Infrastructure, or Federal Identity, Credential, and Access Management, space operations). Appendix I provides guidance on developing overlays.</p> <p>Security plans need not be single documents; the plans can be a collection of various documents including documents that already exist. Effective security plans make extensive use of references to policies, procedures, and additional documents (e.g., design and implementation specifications) where more detailed information can be obtained. This reduces the documentation requirements associated with security programs and maintains security-related information in other established management/operational areas related to enterprise architecture, system development life cycle, systems engineering, and acquisition. For example, security plans do not contain detailed contingency plan or incident response plan information but instead provide explicitly or by reference, sufficient information to define what needs to be accomplished by those plans. Related controls: AC-2, AC-6, AC-14, AC-17, AC-20, CA-2, CA-3, CA-7, CM-9, CP-2, IR-8, MA-4, MA-5, MP-2, MP-4, MP-5, PL-7, PM-1, PM-7, PM-8, PM-9, PM-11, SA-5, SA-17.</p>

13. Risk Assessment (RA)

Control Number	RA-1
Title	Risk Assessment Policy and Procedures
DHCS Requirement	The organization must: a. Develop, document, and disseminate to system owners using Medi-Cal PII: 1. A risk assessment policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance; and 2. Procedures to facilitate the implementation of the risk assessment policy and associated risk assessment controls.
Supplemental Guidance (from NIST 800-53)	This control addresses the establishment of policy and procedures for the effective implementation of selected security controls and control enhancements in the RA family. Policy and procedures reflect applicable federal laws, Executive Orders, directives, regulations, policies, standards, and guidance. Security program policies and procedures at the organization level may make the need for system-specific policies and procedures unnecessary. The policy can be included as part of the general information security policy for organizations or conversely, can be represented by multiple policies reflecting the complex nature of certain organizations. The procedures can be established for the security program in general and for particular information systems, if needed. The organizational risk management strategy is a key factor in establishing policy and procedures. Related control: PM-9.
Control Number	RA-3
Title	Risk Assessment
DHCS Requirement	The organization must: a. Conduct an assessment of risk, including the likelihood and magnitude of harm, from the unauthorized access, use, disclosure, disruption, modification, or destruction of the information system and the information it processes, stores, or transmits; b. Documents risk assessment results in a risk assessment report or organization defined risk report document. c. Review risk assessment results annually; and e. Update the risk assessment whenever there are significant changes to the information system or environment of operation (including the identification of new threats and vulnerabilities), or other conditions that may impact the security state of the system.
Supplemental Guidance (from NIST 800-53)	Clearly defined authorization boundaries are a prerequisite for effective risk assessments. Risk assessments take into account threats, vulnerabilities, likelihood, and impact to organizational operations and assets, individuals, other organizations, and the Nation based on the operation and use of information systems. Risk assessments also take into account risk from external parties (e.g., service providers, contractors operating information systems on behalf of the organization, individuals accessing organizational information systems, outsourcing entities). In accordance with OMB policy and related E-authentication initiatives, authentication of public users accessing federal information systems may also be required to protect nonpublic or privacy-related information. As such, organizational assessments of risk also address public access to federal information systems. Risk assessments (either formal or informal) can be conducted at all three tiers in the risk management hierarchy (i.e., organization level, mission/business process level, or information system level) and at any phase in the system development life cycle. Risk assessments can also be conducted at various steps in the Risk Management Framework, including categorization, security control selection, security control implementation, security control assessment, information system authorization, and security control monitoring. RA-3 is noteworthy in that the control must be partially implemented prior to the implementation of other controls in order to complete the first two steps in the Risk Management Framework. Risk assessments can play an important role in security control selection processes, particularly during the application of tailoring guidance, which includes security control supplementation. Related controls: RA-2, PM- 9.

Control Number	RA-5
Title	Vulnerability Scanning
DHCS Requirement	<p>The organization must:</p> <ul style="list-style-type: none">a. Scan for vulnerabilities in the information system and hosted applications at a minimum of a monthly basis and when new vulnerabilities potentially affecting the system/applications are identified and reported;b. Employ vulnerability scanning tools and techniques that facilitate interoperability among tools and automate parts of the vulnerability management process by using standards for:<ul style="list-style-type: none">1. Enumerating platforms, software flaws, and improper configurations;a. Analyze vulnerability scan reports and results from security control assessments;b. Remediate legitimate vulnerabilities within organization defined time periods in accordance with an organizational assessment of risk; andc. Share information obtained from the vulnerability scanning process and security control assessments with all impacted system owners to help eliminate similar vulnerabilities in other information systems (i.e., systemic weaknesses or deficiencies).
Supplemental Guidance (from NIST 800-53)	<p>Security categorization of information systems guides the frequency and comprehensiveness of vulnerability scans. Organizations determine the required vulnerability scanning for all information system components, ensuring that potential sources of vulnerabilities such as networked printers, scanners, and copiers are not overlooked. Vulnerability analyses for custom software applications may require additional approaches such as static analysis, dynamic analysis, binary analysis, or a hybrid of the three approaches. Organizations can employ these analysis approaches in a variety of tools (e.g., web-based application scanners, static analysis tools, binary analyzers) and in source code reviews. Vulnerability scanning includes, for example: (i) scanning for patch levels; (ii) scanning for functions, ports, protocols, and services that should not be accessible to users or devices; and (iii) scanning for improperly configured or incorrectly operating information flow control mechanisms. Organizations consider using tools that express vulnerabilities in the Common Vulnerabilities and Exposures (CVE) naming convention and that use the Open Vulnerability Assessment Language (OVAL) to determine/test for the presence of vulnerabilities. Suggested sources for vulnerability information include the Common Weakness Enumeration (CWE) listing and the National Vulnerability Database (NVD). In addition, security control assessments such as red team exercises provide other sources of potential vulnerabilities for which to scan. Organizations also consider using tools that express vulnerability impact by the Common Vulnerability Scoring System (CVSS). Related controls: CA-2, CA-7, CM-4, CM-6, RA-2, RA-3, SA-11, SI-2.</p>

14. Security Assessment and Authorization (CA)

Control Number	CA-2
Title	Security Assessments
DHCS Requirement	<p>The organization must:</p> <ul style="list-style-type: none">a. Develops a security assessment plan that describes the scope of the assessment including:<ul style="list-style-type: none">1. Security controls and control enhancements under assessment;2. Assessment procedures to be used to determine security control effectiveness; and3. Assessment environment, assessment team, and assessment roles and responsibilities;b. Assesses the security controls in the information system and its environment of operation with organization-defined frequency to determine the extent to which the controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting established security requirements;c. Produces a security assessment report that documents the results of the assessment; andd. Provides the results of the security control assessment to organization-defined individuals or roles.
Supplemental Guidance (from NIST 800-53)	<p>Organizations assess security controls in organizational information systems and the environments in which those systems operate as part of: (i) initial and ongoing security authorizations; (ii) FISMA annual assessments; (iii) continuous monitoring; and (iv) system development life cycle activities. Security assessments: (i) ensure that information security is built into organizational information systems; (ii) identify weaknesses and deficiencies early in the development process; (iii) provide essential information needed to make risk-based decisions as part of security authorization processes; and (iv) ensure compliance to vulnerability mitigation procedures. Assessments are conducted on the implemented security controls from Appendix F (main catalog) and Appendix G (Program Management controls) as documented in System Security Plans and Information Security Program Plans. Organizations can use other types of assessment activities such as vulnerability scanning and system monitoring to maintain the security posture of information systems during the entire life cycle. Security assessment reports document assessment results in sufficient detail as deemed necessary by organizations, to determine the accuracy and completeness of the reports and whether the security controls are implemented correctly, operating as intended, and producing the desired outcome with respect to meeting security requirements. The FISMA requirement for assessing security controls at least annually does not require additional assessment activities to those activities already in place in organizational security authorization processes. Security assessment results are provided to the individuals or roles appropriate for the types of assessments being conducted. For example, assessments conducted in support of security authorization decisions are provided to authorizing officials or authorizing official designated representatives.</p> <p>To satisfy annual assessment requirements, organizations can use assessment results from the following sources: (i) initial or ongoing information system authorizations; (ii) continuous monitoring; or (iii) system development life cycle activities. Organizations ensure that security assessment results are current, relevant to the determination of security control effectiveness, and obtained with the appropriate level of assessor independence. Existing security control assessment results can be reused to the extent that the results are still valid and can also be supplemented with additional assessments as needed. Subsequent to initial authorizations and in accordance with OMB policy, organizations assess security controls during continuous monitoring. Organizations establish the frequency for ongoing security control assessments in accordance with organizational continuous monitoring strategies. Information Assurance Vulnerability Alerts provide useful examples of vulnerability mitigation procedures. External audits (e.g., audits by external entities such as regulatory agencies) are outside the scope of this control. Related controls: CA-5, CA-6, CA-7, PM-9, RA-5, SA-11, SA-12, SI-4.</p>

Control Number	CA-3
Title	System Interconnections
DHCS Requirement	The organization must: a. Authorizes connections from the information system to other information systems through the use of Interconnection Security Agreements; b. Documents, for each interconnection, the interface characteristics, security requirements, and the nature of the information communicated; and c. Reviews and updates Interconnection Security Agreements [Assignment: organization-defined frequency].
Supplemental Guidance (from NIST 800-53)	This control applies to dedicated connections between information systems (i.e., system interconnections) and does not apply to transitory, user-controlled connections such as email and website browsing. Organizations carefully consider the risks that may be introduced when information systems are connected to other systems with different security requirements and security controls, both within organizations and external to organizations. Authorizing officials determine the risk associated with information system connections and the appropriate controls employed. If interconnecting systems have the same authorizing official, organizations do not need to develop Interconnection Security Agreements. Instead, organizations can describe the interface characteristics between those interconnecting systems in their respective security plans. If interconnecting systems have different authorizing officials within the same organization, organizations can either develop Interconnection Security Agreements or describe the interface characteristics between systems in the security plans for the respective systems. Organizations may also incorporate Interconnection Security Agreement information into formal contracts, especially for interconnections established between federal agencies and nonfederal (i.e., private sector) organizations. Risk considerations also include information systems sharing the same networks. For certain technologies (e.g., space, unmanned aerial vehicles, and medical devices), there may be specialized connections in place during preoperational testing. Such connections may require Interconnection Security Agreements and be subject to additional security controls. Related controls: AC-3, AC-4, AC-20, AU-2, AU-12, AU-16, CA-7, IA-3, SA-9, SC-7, SI-4.
Control Number	CA-7
Title	Continuous Monitoring
DHCS Requirement	The organization must develop a continuous monitoring strategy and implement a continuous monitoring program that includes: a. Establishment of Medi-Cal PII security controls to be monitored; c. Ongoing security control assessments in accordance with the organizational continuous monitoring strategy; d. Ongoing security status monitoring of Medi-Cal PII security controls in accordance with the organizational continuous monitoring strategy; e. Correlation and analysis of security-related information generated by assessments and monitoring; f. Response actions to address results of the analysis of security-related information; and g. Reporting the security status of organization and the information system to organization-defined personnel or roles and to DHCS when requested.
Supplemental Guidance (from NIST 800-53)	Continuous monitoring programs facilitate ongoing awareness of threats, vulnerabilities, and information security to support organizational risk management decisions. The terms continuous and ongoing imply that organizations assess/analyze security controls and information security-related risks at a frequency sufficient to support organizational risk-based decisions. The results of continuous monitoring programs generate appropriate risk response actions by organizations. Continuous monitoring programs also allow organizations to maintain the security authorizations of information systems and common controls over time in highly dynamic environments of operation with changing mission/business needs, threats, vulnerabilities, and technologies. Having access to security-related information on a continuing basis through reports/dashboards gives organizational officials the capability to make more effective and timely risk management decisions, including ongoing security authorization decisions. Automation supports more frequent updates to security authorization packages, hardware/software/firmware inventories, and other system information. Effectiveness is further enhanced when continuous monitoring outputs are formatted to provide information that is specific, measurable, actionable, relevant, and timely. Continuous monitoring activities are scaled in accordance with the security categories of information systems. Related controls: CA-2, CA-5, CA-6, CM-3, CM-4, PM-6, PM-9, RA-5, SA-11, SA-12, SI-2, SI-4.

Control Number	CA-8
Title	Penetration Testing
DHCS Requirement	The organization must conduct penetration testing annually on systems storing, processing, or transmitting Medi-Cal PII.
Supplemental	Penetration testing is a specialized type of assessment conducted on information systems or individual system components to identify vulnerabilities that could be exploited by adversaries. Such testing can be used to either validate vulnerabilities or determine the degree of resistance organizational information systems have to adversaries within a set of specified constraints (e.g., time, resources, and/or skills). Penetration testing attempts to duplicate the actions of adversaries in carrying out hostile cyber-attacks against organizations and provides a more in-depth analysis of security-related weaknesses/deficiencies. Organizations can also use the results of vulnerability analyses to support penetration testing activities. Penetration testing can be conducted on the hardware, software, or firmware components of an information system and can exercise both physical and technical security controls. A standard method for penetration testing includes, for example: (i) pretest analysis based on full knowledge of the target system; (ii) pretest identification of potential vulnerabilities based on pretest analysis; and (iii) testing designed to determine exploitability of identified vulnerabilities. All parties agree to the rules of engagement before the commencement of penetration testing scenarios. Organizations correlate the penetration testing rules of engagement with the tools, techniques, and procedures that are anticipated to be employed by adversaries carrying out attacks. Organizational risk assessments guide decisions on the level of independence required for personnel conducting penetration testing. Related control: SA-12.

15. System and Communications Protection (SC)

Control Number	SC-7
Title	Boundary Protection
DHCS Requirement	The organization information system must: a. Monitor and control communications at the external boundary of the system and at key internal boundaries within the system; b. Implements subnetworks for publicly accessible system components that are physically and logically separated from internal organizational networks; and c. Connect to external networks or information systems only through managed interfaces consisting of boundary protection devices arranged in accordance with an organizational security architecture.
Supplemental Guidance (from NIST 800-53)	Managed interfaces include, for example, gateways, routers, firewalls, guards, network-based malicious code analysis and virtualization systems, or encrypted tunnels implemented within a security architecture (e.g., routers protecting firewalls or application gateways residing on protected subnetworks). Subnetworks that are physically or logically separated from internal networks are referred to as demilitarized zones or DMZs. Restricting or prohibiting interfaces within organizational information systems includes, for example, restricting external web traffic to designated web servers within managed interfaces and prohibiting external traffic that appears to be spoofing internal addresses. Organizations consider the shared nature of commercial telecommunications services in the implementation of security controls associated with the use of such services. Commercial telecommunications services are commonly based on network components and consolidated management systems shared by all attached commercial customers, and may also include third party-provided access lines and other service elements. Such transmission services may represent sources of increased risk despite contract security provisions. Related controls: AC-4, AC-17, CA-3, CM-7, CP-8, IR-4, RA-3, SC-5, SC-13.
Control Number	SC-8
Title	Transmission Confidentiality and Integrity
DHCS Requirement	The organization information system must: Protect the confidentiality of transmitted information.
Supplemental Guidance (from NIST 800-53)	This control applies to both internal and external networks and all types of information system components from which information can be transmitted (e.g., servers, mobile devices, notebook computers, printers, copiers, scanners, facsimile machines). Communication paths outside the physical protection of a controlled boundary are exposed to the possibility of interception and modification. Protecting the confidentiality and/or integrity of organizational information can be accomplished by physical means (e.g., by employing protected distribution systems) or by logical means (e.g., employing encryption techniques). Organizations relying on commercial providers offering transmission services as commodity services rather than as fully dedicated services (i.e., services which can be highly specialized to individual customer needs), may find it difficult to obtain the necessary assurances regarding the implementation of needed security controls for transmission confidentiality/integrity. In such situations, organizations determine what types of confidentiality/integrity services are available in standard, commercial telecommunication service packages. If it is infeasible or impractical to obtain the necessary security controls and assurances of control effectiveness through appropriate contracting vehicles, organizations implement appropriate compensating security controls or explicitly accept the additional risk. Related controls: AC-17, PE-4.

Control Number	SC-8(1)
Title	Transmission Confidentiality and Integrity Cryptographic or Alternate Physical Protection
DHCS Requirement	The organization information system must implement cryptographic mechanisms to prevent unauthorized disclosure of information during transmission.
Supplemental Guidance (from NIST 800-53)	Encrypting information for transmission protects information from unauthorized disclosure and modification. Cryptographic mechanisms implemented to protect information integrity include, for example, cryptographic hash functions which have common application in digital signatures, checksums, and message authentication codes. Alternative physical security safeguards include, for example, protected distribution systems. Related control: SC-13.
Control Number	SC-13
Title	Cryptographic Protection
DHCS Requirement	The organization information system must implement FIPS 140-3 compliant encryption modules in accordance with applicable federal laws, Executive Orders, directives, policies, regulations, and standards.
Supplemental Guidance (from NIST 800-53)	Cryptography can be employed to support a variety of security solutions including, for example, the protection of classified and Controlled Unclassified Information, the provision of digital signatures, and the enforcement of information separation when authorized individuals have the necessary clearances for such information but lack the necessary formal access approvals. Cryptography can also be used to support random number generation and hash generation. Generally applicable cryptographic standards include FIPS-validated cryptography and NSA-approved cryptography. This control does not impose any requirements on organizations to use cryptography. However, if cryptography is required based on the selection of other security controls, organizations define each type of cryptographic use and the type of cryptography required (e.g., protection of classified information: NSA-approved cryptography; provision of digital signatures: FIPS-validated cryptography). Related controls: AC-2, AC-3, AC-7, AC-17, AC-18, AU-9, AU-10, CM-11, CP-9, IA-3, IA-7, MA-4, MP-2, MP-4, MP-5, SA-4, SC-8, SC-12, SC-28, SI-7.
Control Number	SC-28
Title	Protection of Information at Rest
DHCS Requirement	The organization information system must: Protect the confidentiality of Medi-Cal PII at rest.
Supplemental Guidance (from NIST 800-53)	This control addresses the confidentiality and integrity of information at rest and covers user information and system information. Information at rest refers to the state of information when it is located on storage devices as specific components of information systems. System-related information requiring protection includes, for example, configurations or rule sets for firewalls, gateways, intrusion detection/prevention systems, filtering routers, and authenticator content. Organizations may employ different mechanisms to achieve confidentiality and integrity protections, including the use of cryptographic mechanisms and file share scanning. Integrity protection can be achieved, for example, by implementing Write-Once-Read-Many (WORM) technologies. Organizations may also employ other security controls including, for example, secure off-line storage in lieu of online storage when adequate protection of information at rest cannot otherwise be achieved and/or continuous monitoring to identify malicious code at rest. Related controls: AC-3, AC-6, CA-7, CM-3, CM-5, CM-6, PE-3, SC-8, SC-13, SI-3, SI-7.

16. System and Information Integrity (SI)

Control Number	SI-2
Title	Flaw Remediation
DHCS Requirement	<p>The organization must:</p> <ul style="list-style-type: none">a. Identify, report, and correct information system flaws;b. Tests software and firmware updates related to flaw remediation for effectiveness and potential side effects before installation;c. Installs security-relevant software and firmware updates, within acceptable organization standards, of the release of the updates; andd. Incorporates flaw remediation into the organizational configuration management process.
Supplemental Guidance (from NIST 800-53)	<p>Organizations identify information systems affected by announced software flaws including potential vulnerabilities resulting from those flaws, and report this information to designated organizational personnel with information security responsibilities. Security-relevant software updates include, for example, patches, service packs, hot fixes, and anti-virus signatures. Organizations also address flaws discovered during security assessments, continuous monitoring, incident response activities, and system error handling. Organizations take advantage of available resources such as the Common Weakness Enumeration (CWE) or Common Vulnerabilities and Exposures (CVE) databases in remediating flaws discovered in organizational information systems. By incorporating flaw remediation into ongoing configuration management processes, required/anticipated remediation actions can be tracked and verified. Flaw remediation actions that can be tracked and verified include, for example, determining whether organizations follow US-CERT guidance and Information Assurance Vulnerability Alerts. Organization-defined time periods for updating security-relevant software and firmware may vary based on a variety of factors including, for example, the security category of the information system or the criticality of the update (i.e., severity of the vulnerability related to the discovered flaw). Some types of flaw remediation may require more testing than other types. Organizations determine the degree and type of testing needed for the specific type of flaw remediation activity under consideration and also the types of changes that are to be configuration-managed. In some situations, organizations may determine that the testing of software and/or firmware updates is not necessary or practical, for example, when implementing simple anti-virus signature updates. Organizations may also consider in testing decisions, whether security-relevant software or firmware updates are obtained from authorized sources with appropriate digital signatures. Related controls: CA-2, CA-7, CM-3, CM-5, CM-8, MA-2, IR-4, RA-5, SA-10, SA-11, SI-11.</p>
Control Number	SI-3
Title	Malicious Code Protection
DHCS Requirement	<p>The organization must:</p> <ul style="list-style-type: none">a. Employ malicious code protection mechanisms at information system entry and exit points to detect and eradicate malicious code;b. Update malicious code protection mechanisms whenever new releases are available in accordance with organizational configuration management policy and procedures;c. Configure malicious code protection mechanisms to:<ul style="list-style-type: none">1. Perform periodic scans of the information system and real-time scans of files from external sources at the endpoint and network entry/exit points as the files are downloaded, opened, or executed in accordance with organizational security policy; and2. Block malicious code or quarantine malicious code, and send alert to administrator for incident handling in response to malicious code detection; andd. Address the receipt of false positives during malicious code detection and eradication and the resulting potential impact on the availability of the information system
Supplemental Guidance (from NIST 800-53)	<p>Information system entry and exit points include, for example, firewalls, electronic mail servers, web servers, proxy servers, remote-access servers, workstations, notebook computers, and mobile devices. Malicious code includes, for example, viruses, worms, Trojan horses, and spyware. Malicious code can also be encoded in various formats (e.g., UUENCODE, Unicode), contained within compressed or hidden files, or hidden in files using steganography. Malicious code can be transported by different means including, for example, web accesses, electronic mail, electronic mail attachments, and portable storage devices. Malicious code insertions occur through the exploitation of information system vulnerabilities. Malicious code protection mechanisms include, for example, anti-virus signature definitions and reputation-based technologies. A variety of technologies and methods exist to limit or eliminate the effects of malicious code. Pervasive configuration management and comprehensive software integrity controls may be effective in preventing execution of unauthorized code. In addition to commercial off-the-shelf software, malicious code may also be present in custom-built software. This could include, for example, logic bombs, back doors, and other types of cyber attacks that could affect organizational missions/business functions. Traditional malicious code protection mechanisms cannot always detect such code. In these situations, organizations rely instead on other safeguards including, for example, secure coding practices, configuration management and control, trusted procurement processes, and monitoring practices to help ensure that software does not perform functions other than the functions intended. Organizations may determine that in response to the detection of malicious code, different actions may be warranted. For example, organizations can define actions in response to malicious code detection during periodic scans, actions in response to detection of malicious downloads, and/or actions in response to detection of maliciousness when attempting to open or execute files. Related controls: CM-3, MP-2, SA-4, SA-8, SA-12, SA-13, SC-7, SC-26, SC-44, SI-2, SI-4, SI-7.</p>

Control Number	SI-4
Title	Information System Monitoring
DHCS Requirement	<p>The organization must:</p> <p>a. Monitor the information system to detect:</p> <p>1. Attacks and indicators of potential attacks in accordance with organization-defined monitoring objectives; and</p> <p>2. Unauthorized local, network, and remote connections;</p> <p>b. Identify unauthorized use of the information system through organization-defined techniques and methods;</p> <p>c. Deploy monitoring devices:</p> <p>1. Strategically within the information system to collect organization-determined essential information; and</p> <p>2. At ad hoc locations within the system to track specific types of transactions of interest to the organization;</p> <p>d. Protect information obtained from intrusion-monitoring tools from unauthorized access, modification, and deletion;</p> <p>e. Heighten the level of information system monitoring activity whenever there is an indication of increased risk to organizational operations and assets, individuals, other organizations, or the Nation based on law enforcement information, intelligence information, or other credible sources of information; Relevant risk would apply to anything impacting the confidentiality integrity or availability of the information system.</p> <p>f. Obtain legal opinion with regard to information system monitoring activities in accordance with applicable federal laws, Executive Orders, directives, policies, or regulations; and</p> <p>g. Provides organization-defined information system monitoring information to organization-defined personnel and DHCS as needed.</p>
Supplemental Guidance (from NIST 800-53)	<p>Information system monitoring includes external and internal monitoring. External monitoring includes the observation of events occurring at the information system boundary (i.e., part of perimeter defense and boundary protection). Internal monitoring includes the observation of events occurring within the information system. Organizations can monitor information systems, for example, by observing audit activities in real time or by observing other system aspects such as access patterns, characteristics of access, and other actions. The monitoring objectives may guide determination of the events. Information system monitoring capability is achieved through a variety of tools and techniques (e.g., intrusion detection systems, intrusion prevention systems, malicious code protection software, scanning tools, audit record monitoring software, network monitoring software). Strategic locations for monitoring devices include, for example, selected perimeter locations and near server farms supporting critical applications, with such devices typically being employed at the managed interfaces associated with controls SC-7 and AC-17. Einstein network monitoring devices from the Department of Homeland Security can also be included as monitoring devices. The granularity of monitoring information collected is based on organizational monitoring objectives and the capability of information systems to support such objectives. Specific types of transactions of interest include, for example, Hyper Text Transfer Protocol (HTTP) traffic that bypasses HTTP proxies. Information system monitoring is an integral part of organizational continuous monitoring and incident response programs. Output from system monitoring serves as input to continuous monitoring and incident response programs. A network connection is any connection with a device that communicates through a network (e.g., local area network, Internet). A remote connection is any connection with a device communicating through an external network (e.g., the Internet). Local, network, and remote connections can be either wired or wireless. Related controls: AC-3, AC-4, AC-8, AC-17, AU-2, AU-6, AU-7, AU-9, AU-12, CA-7, IR-4, PE-3, RA-5, SC-7, SC-26, SC-35, SI-3, SI-7.</p>

Control Number	SI-4(5)
Title	Information System Monitoring System Generated Alerts
DHCS Requirement	<p>The information system alerts County Worker when the following indications of compromise or potential compromise occur</p> <ol style="list-style-type: none">1. Protected system files or directories have been modified without notification from the appropriate change/configuration management channels.2. System performance indicates resource consumption that is inconsistent with expected operating conditions.3. Auditing functionality has been disabled or modified to reduce audit visibility.4. Audit or log records have been deleted or modified without explanation.5. The system is raising alerts or faults in a manner that indicates the presence of an abnormal condition.6. Resource or service requests are initiated from clients that are outside of the expected client membership set.7. The system reports failed logins or password changes for administrative or key service accounts.8. Processes and services are running that are outside of the baseline system profile.9. Utilities, tools, or scripts have been saved or installed on production systems without clear indication of their use or purpose.
Supplemental Guidance (from NIST 800-53)	Alerts may be generated from a variety of sources, including, for example, audit records or inputs from malicious code protection mechanisms, intrusion detection or prevention mechanisms, or boundary protection devices such as firewalls, gateways, and routers. Alerts can be transmitted, for example, telephonically, by electronic mail messages, or by text messaging. Organizational personnel on the notification list can include, for example, system administrators, mission/business owners, system owners, or information system security officers. Related controls: AU-5, PE-6.
Control Number	SI-4(13)
Title	Information System Monitoring Analyze Traffic / Event Patterns
DHCS Requirement	<p>The organization must:</p> <ol style="list-style-type: none">a. Analyzes communications traffic/event patterns for the information system;b. Develops profiles representing common traffic patterns and/or events; andc. Uses the traffic/event profiles in tuning system-monitoring devices to reduce the number of false positives and the number of false negatives.
Supplemental Guidance (from NIST 800-53)	None

17. System and Services Acquisition (SA)

Control Number	SA-9
Title	External Information System Services
DHCS Requirement	<p>The organization must:</p> <ol style="list-style-type: none">a. Require that providers of external information system services comply with organizational information security requirements and employ organization-defined security controls in accordance with DHCS PSA, applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance;b. Defines and documents government oversight and user roles and responsibilities with regard to external information system services; andc. Employs organization-defined processes, methods, and techniques to monitor security control compliance by external service providers on an ongoing basis. <p><i>The state organization will provide its contractors and agents with copies of the Agreement, related IEAs, and all related attachments before initial disclosure of Medi-Cal PII to such contractors and agents. Prior to signing the Agreement, and thereafter at DHCS's request, the state organization will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to Medi-Cal PII and provide such lists to DHCS.</i></p>
Supplemental Guidance (from NIST 800-53)	External information system services are services that are implemented outside of the authorization boundaries of organizational information systems. This includes services that are used by, but not a part of, organizational information systems. FISMA and OMB policy require that organizations using external service providers that are processing, storing, or transmitting federal information or operating information systems on behalf of the federal government ensure that such providers meet the same security requirements that federal agencies are required to meet. Organizations establish relationships with external service providers in a variety of ways including, for example, through joint ventures, business partnerships, contracts, interagency agreements, lines of business arrangements, licensing agreements, and supply chain exchanges. The responsibility for managing risks from the use of external information system services remains with authorizing officials. For services external to organizations, a chain of trust requires that organizations establish and retain a level of confidence that each participating provider in the potentially complex consumer-provider relationship provides adequate protection for the services rendered. The extent and nature of this chain of trust varies based on the relationships between organizations and the external providers. Organizations document the basis for trust relationships so the relationships can be monitored over time. External information system services documentation includes government, service providers, end user security roles and responsibilities, and service-level agreements. Service-level agreements define expectations of performance for security controls, describe measurable outcomes, and identify remedies and response requirements for identified instances of noncompliance. Related controls: CA-3, IR-7, PS-7.

Control Number	SA-11
Title	Developer Security Testing And Evaluation
DHCS Requirement	<p>The organization must require the developer of the information system, system component, or information system service to:</p> <ul style="list-style-type: none">a. Create and implement a security assessment plan;b. Perform [Selection (one or more): unit; integration; system; regression] testing/evaluation at [Assignment: organization-defined depth and coverage];c. Produce evidence of the execution of the security assessment plan and the results of the security testing/evaluation;d. Implement a verifiable flaw remediation process; ande. Correct flaws identified during security testing/evaluation
Supplemental Guidance (from NIST 800-53)	<p>Supplemental Guidance: Developmental security testing/evaluation occurs at all post-design phases of the system development life cycle. Such testing/evaluation confirms that the required security controls are implemented correctly, operating as intended, enforcing the desired security policy, and meeting established security requirements. Security properties of information systems may be affected by the interconnection of system components or changes to those components. These interconnections or changes (e.g., upgrading or replacing applications and operating systems) may adversely affect previously implemented security controls. This control provides additional types of security testing/evaluation that developers can conduct to reduce or eliminate potential flaws. Testing custom software applications may require approaches such as static analysis, dynamic analysis, binary analysis, or a hybrid of the three approaches. Developers can employ these analysis approaches in a variety of tools (e.g., web-based application scanners, static analysis tools, binary analyzers) and in source code reviews. Security assessment plans provide the specific activities that developers plan to carry out including the types of analyses, testing, evaluation, and reviews of software and firmware components, the degree of rigor to be applied, and the types of artifacts produced during those processes. The depth of security testing/evaluation refers to the rigor and level of detail associated with the assessment process (e.g., black box, gray box, or white box testing). The coverage of security testing/evaluation refers to the scope (i.e., number and type) of the artifacts included in the assessment process. Contracts specify the acceptance criteria for security assessment plans, flaw remediation processes, and the evidence that the plans/processes have been diligently applied. Methods for reviewing and protecting assessment plans, evidence, and documentation are commensurate with the security category or classification level of the information system. Contracts may specify documentation protection requirements. Related controls: CA-2, CM-4, SA-3, SA-4, SA-5, SI-2.</p>

B. Minimum Cloud Security Requirements

County Department/Agency and any agents, subcontractors, and vendors storing Medi-Cal PII in a cloud service must comply with the Cloud Computing Policy, State Administration Manual (SAM) Sections 4983-4983.1, and employ the capabilities in the Cloud Security Standard, SIMM 5315-B to protect information and systems in cloud services as outlined below.

1. Identify and classify assets to focus and prioritize efforts in aligning business needs and risk management.
2. Each information asset for which the County Department/Agency entity has ownership responsibility shall be inventoried and identified to include the following:
 - a. Description and value of the information asset.
 - b. Owner of the information asset.
 - c. Custodians of the information asset.
 - d. Users of the information asset.
 - e. Classification of information.
 - f. [FIPS Publication 199](#) categorization and level of protection (Low, Moderate, or High).
 - g. Importance of information assets to the execution of the Agency/state entity's mission and program function.
 - h. Potential consequences and impacts if confidentiality, integrity, and availability of the information asset were compromised.
3. Security of cloud services stems from managing authentication and fine-grained authorization. To safeguard cloud systems, County Department/Agency shall establish processes and procedures to ensure:
 - a. Maintenance of user identities, including both provisioning and de-provisioning;
 - b. Enforcement of password policies or more advanced multifactor mechanisms to authenticate users and devices;
 - c. Management of access control rules, limiting access to the minimum necessary to complete defined responsibilities;
 - d. Separation of duties to avoid functional conflicts;
 - e. Periodic recertification of access control rules to identify those that are no longer needed or provide overly broad clearance;
 - f. Use of privileged accounts that can bypass security are restricted and audited;
 - g. Systems to administer access based on roles are defined and installed; and
 - h. Encryption keys and system security certificates are effectively generated, exchanged, stored and safeguarded.
4. Infrastructure protection controls limit the impact of unintended access or potential vulnerabilities. PaaS and SaaS resources may already have these controls implemented by the service provider. County Department/Agency must configure information assets to provide only

essential capabilities.

5. County Department/Agency are entrusted with protecting the integrity and confidentiality of data processed by their information systems. Cloud technologies simplify data protection by providing managed data storage services with native protection and backup features, but these features must be configured and managed appropriately.
 6. Detective controls identify potential security threats or incidents, supporting timely investigation and response. County Department/Agency must continuously identify and remediate vulnerabilities.
 7. Response controls enable timely event and incident response which is essential to reducing the impact if an incident were to occur. Compliance with incident management requirements as outlined in VII. Notification and Investigation of Breaches and Security Incidents.
 8. Recover controls facilitate long-term recovery activities following events or incidents. With cloud services, primarily SaaS solutions, the services provider hosts the data in its application, and unless properly planned and provisioned for in the contract with the service provider it may be difficult or impossible to obtain the data in a usable format at contract termination. County Department/Agency must ensure agreements with cloud service providers include recover controls.
- C. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.
- D. **Transmission and Storage of Medi-Cal PII.** All persons that will be working with Medi-Cal PII shall employ FIPS 140-2 or greater approved security functions as described in section 6.2.2 of NIST SP 800-140Cr1 encryption of Medi-Cal PII at rest and in motion unless County Department/Agency determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, County Department/Agency shall maintain, at a minimum, the most current industry standards for transmission and storage of DHCS data and other confidential information.
- E. **DHCS Remote Work Policy.** County Department/Agency, its County Workers and any agents, subcontractors, and vendors accessing Medi-Cal PII pursuant to this PSA when working remotely, shall follow reasonable policies and procedures that are equivalent to or better than the DHCS Remote Work Policy, as published in [Medi-Cal Eligibility Division Informational Letter \(MEDIL\) | 23-35E](#). Working remotely means working from a physical location not under the control of the person's employer.

If DHCS changes the terms of the DHCS Remote to Work Policy, DHCS will, as soon as reasonably possible, supply copies to CWDA and the County Department/Agency or its designee as well as DHCS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from

CWDA and the County Department/Agency or its designee on the proposed changes. DHCS will issue a new policy in a future MEDIL. If the County Department/Agency is unable to comply with these standards, the CWD will be asked to develop a Plan of Action and Milestones (POA&M) detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POA&M must be provided to DHCS for review and approval. Any CWDA who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

VI. AUDIT CONTROLS

- A. ***Audit Control Mechanisms.*** The County Department/Agency shall ensure audit control mechanisms are in place that are compliant with the Technical Security Controls within Section V of this Agreement..
- B. ***Anomalies.*** When the County Department/Agency or DHCS suspects MEDS usage anomalies, the County Department/Agency shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.
- C. ***Notification to DHCS in event County Department/Agency is subject to other Audit.*** If County Department/Agency is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of law related to the privacy and security of PII, including but not limited to Medi-Cal PII, the County Department/Agency shall promptly notify DHCS unless it is legally prohibited from doing so.

VII. PAPER, RECORD, AND MEDIA CONTROLS

- A. ***Supervision of Data.*** Medi-Cal PII shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office at the individual's place of employment or at home when working remotely. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The County Department/Agency shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County Department/Agency that chooses to permit its County Workers to leave records unattended in vehicles, shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII to be left unattended in a vehicle overnight or for other extended periods of time.

- C. **Public Modes of Transportation.** Medi-Cal PII shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. **Escorting Visitors.** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- E. **Confidential Destruction.** Medi-Cal PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. **Removal of Data.** Medi-Cal PII shall not be removed from the premises of County Department/Agency except for justifiable business purposes.
- G. **Faxing.**
 - 1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. **Mailing.**
 - 1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - 2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the County Department/Agency agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

- A. **Initial Notice to DHCS:**

The County Department/Agency shall notify DHCS using DHCS' online incident reporting portal of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or potential loss of Medi-Cal PII. When making notification, the following applies:

1. If a suspected security incident involves Medi-Cal PII provided or verified by SSA, the County Department/Agency shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement.
2. If a suspected security incident does not involve Medi-Cal PII provided or verified by SSA, the County Department/Agency shall notify DHCS promptly and in no event later than one working day of discovery of:
 - a. Unsecured Medi-Cal PII if the Medi-Cal PII is reasonably believed to have been accessed or acquired by an unauthorized person;
 - b. Any suspected security incident which risks unauthorized access to Medi-Cal PII and/or;
 - c. Any intrusion or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement; or
 - d. Potential loss of Medi-Cal PII affecting this Agreement.

Notice to DHCS shall include all information known at the time the incident is reported. The County Department/Agency can submit notice via the DHCS incident reporting portal which is available online at:

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx>

If DHCS' online incident reporting portal is unavailable, notice to DHCS can instead be made via email using the DHCS Privacy Incident Report (PIR) form. The email address to submit a PIR can be found on the PIR and in subsection H of this section. The County Department/Agency shall use the most current version of the PIR, which is available online at:

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>.

If the County Department/Agency is unable to notify DHCS the via the Incident Reporting Portal or email, notification can be made by telephone using the contact information listed in subsection H.

A breach shall be treated as discovered by the County Department/Agency as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department/Agency shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- B. **Investigation of Security Incident or Breach.** The County Department/Agency shall immediately investigate such a security incident, breach, or unauthorized use of Medi-Cal PII.
- C. **Complete Report.** Within ten (10) working days of the discovery the County Department/Agency shall provide any additional information related to the incident requested by DHCS. The County Department/Agency shall make reasonable efforts to provide DHCS with such information.

The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan (CAP) including mitigating measures that were taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the County Department/Agency shall make reasonable efforts to provide DHCS with such information. If necessary, the County Department/Agency shall submit an updated report with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. DHCS will maintain the final decision making over a breach determination.

- D. **Notification of Individuals.** If the cause of a breach is solely attributable to County Department/Agency or its agents, County Department/Agency shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made. DHCS and the County Department/Agency shall work together to ensure that notification of individuals is done in compliance with statutory deadlines within applicable federal and state law.

If the cause of a breach is solely attributable to DHCS, DHCS shall pay all costs of such notifications as well as any costs associated with the breach. If there is any question as to whether DHCS or the County Department/Agency is responsible for the breach or DHCS and the County Department/Agency acknowledge that both are responsible for the breach, DHCS and the County Department/Agency shall jointly determine responsibility for purposes of allocating the costs.

1. All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII shall comply with the requirements set forth in Section

1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **sixty (60) calendar days** from discovery.

E. **Responsibility for Reporting of Breaches**

1. **Breach Attributable to County Department/Agency.** If the cause of a breach of Medi-Cal PII is attributable to the County Department/Agency or its agents, subcontractors, or vendors, the County Department/Agency shall be responsible for all required reporting of the breach.
2. **Breach Attributable to DHCS.** If the cause of the breach is attributable to DHCS, DHCS shall be responsible for all required reporting of the breach.

F. **Coordination of Reporting.** When applicable law requires the breach be reported to a federal or state agency, or that notice be given to media outlets, DHCS and the County Department/Agency shall coordinate to ensure such reporting is compliant with applicable law and prevent duplicate reporting and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

G. **Submission of Sample Notification to Attorney General:** If the cause of the breach is attributable to the County Department/Agency or an agent, subcontractor, or vendor of the County Department/Agency and if notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether County Department/Agency is considered only a custodian and/or non-owner of the Medi-Cal PII, County Department/Agency shall, at its sole expense and at the sole election of DHCS, either:

1. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). County Department/Agency shall inform the DHCS Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
2. Cooperate with and assist DHCS in its submission of a sample copy of the notification to the Attorney General.

H. **DHCS Contact Information.** The County Department/Agency shall utilize the below contact information to direct all communication/notifications of breach and security incidents to DHCS. DHCS reserves the right to make changes to the contact information by giving written notice to the County

Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

<p>DHCS Breach and Security Incident Reporting</p>
<p>Privacy Officer c/o Data Privacy Unit Department of Health Care Services</p> <p>P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413</p> <p>Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646 <i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i></p>

IX. DHCS PSA CONTACTS

The County Department/Agency shall utilize the below contact information for any PSA-related inquiries or questions. DHCS reserves the right to make changes to the contact information by giving written notice to the County Department/Agency. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section X of this Agreement for any Medi-Cal PII incident or breach reporting.*

<p>PSA Inquires and Questions</p>
<p>Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417</p> <p>Email: countypsa@dhcs.ca.gov</p>

X. COMPLIANCE WITH SSA AGREEMENT

The County Department/Agency agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CalHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which

are incorporated into this Agreement within section V. Technical Security Controls and Exhibit A (available upon request).

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to County Welfare Directors Association (CWDA) and the County Department/Agency or its designee as well as DHCS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA and the County Department/Agency or its designee on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to CWDA and the County Department/Agency or its designee, along with the compliance date expected by SSA. If the County Department/Agency is not able to meet the SSA compliance date,, the County Department/Agency will be asked to develop a POA&M detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POA&M must be provided to DHCS for review and approval. Any County Department/Agency who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

A copy of Exhibit A can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section XI of this Agreement.

XI. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department/Agency agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to the CWDA and the County Department/Agency or its designee as well as DHCS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CWDA and the County Department/Agency or its designee on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once

a target date for compliance is determined by DHS-USCIS, DHCS will supply copies of the changed agreement to CWDA and the County Department/Agency or its designee, along with the compliance date expected by DHS-USCIS. If the County Department/Agency is not able to meet the DHS-USCIS compliance date, the POA&M must be provided to DHCS for review and approval. Any County Department/Agency who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

A copy of Exhibit B can be requested by authorized County Department/Agency individuals from DHCS using the contact information listed in Section IX of this Agreement.

XII. COUNTY DEPARTMENT'S/AGENCY'S AGENTS, SUBCONTRACTORS, AND VENDORS

The County Department/Agency agrees to enter into written agreements with all agents, subcontractors and vendors that have access to County Department/Agency Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the County Department/Agency with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department/Agency. If the agents, subcontractors, and vendors of County Department/Agency access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the County Department/Agency shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

County Departments/Agencies who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

XIII. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the County Department/Agency agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the County Department/Agency, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The County Department/Agency agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS Privacy Office and DHCS Information Security Office in writing, or to enter into a POA&M with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department/Agency of the privacy or security of Medi-Cal PII or of federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department/Agency shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department/Agency at no cost to the County Department/Agency to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department/Agency based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII or of state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XV. AMENDMENT OF AGREEMENT

DHCS and the County Department/Agency acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such changes. Upon request by DHCS, the County Department/Agency agrees to promptly enter into negotiations with DHCS concerning an amendment to this Agreement as may be needed by changes in federal and state laws and regulations or NIST 800-53. In addition to any other lawful remedy, DHCS may terminate this Agreement upon 30 days written notice if the County Department/Agency does not promptly agree to enter into negotiations to amend this Agreement when requested to do so or does not enter into an amendment that DHCS deems necessary.

XVI. TERMINATION

This Agreement shall terminate on September 1, 2028, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement. County Department/Agency's requests for an extension shall be approved by DHCS and limited to no more than a six (6) month extension.

- A. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department/Agency's possession shall continue in effect beyond the termination or expiration of this Agreement and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department/Agency, DHCS may provide an opportunity for the County Department/Agency to cure the breach or end the violation and may terminate this Agreement if the County Department/Agency does not cure the breach or end the

violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the County Department/Agency has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department/Agency shall return or destroy all Medi-Cal PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the Medi-Cal PII shall remain in effect until all Medi-Cal PII is returned or destroyed and DHCS receives a certificate of destruction.

XVIII. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on September 1, 2024.

For the County of _____,

Department/Agency of _____,

_____	_____
(Signature)	(Date)

_____	_____
(Name)	(Title)

For the Department of Health Care Services,

_____	_____
(Signature)	(Date)

Sarah Crow	Medi-Cal Eligibility Division Chief
_____	_____
(Name)	(Title)

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff, or other authorized county official from DHCS by using the contact information listed in Section IX of this Agreement.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the County Department/Agency information security and privacy staff, or other authorized county official from DHCS by using the contact information listed in Section IX of this Agreement.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Health Care Services (DHCS)

EXHIBIT C

Exhibit C consists of the current version of the SIMM-5300-A, a copy of which can be requested by the County Department/Agency information security and privacy staff, or other authorized county official from DHCS by using the contact information listed in Section IX of this Agreement. The SIMM-5300-A can be used as guidance for implementing security controls found in NIST SP 800-53.



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

July 23, 2024

Reference ID:
2024-497

Payment of Past Eastern Sierra Engineering Invoices

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Authorize staff to pay the outstanding invoices from Eastern Sierra Engineering dated May 2, 2024 in the amount of \$6,370.32, June 6, 2024 in the amount of \$3,582.68, and June 30, 2024 in the amount of \$4,203.06.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board approved a Contract with Eastern Sierra Engineering (ESE) for design work on the Lone Pine Sidewalk Construction and ADA Improvement Project on August 18, 2020. Staff inadvertently allowed the contract to expire on August 18, 2023. However, since August 18, 2023, ESE has continued to perform work for the County regarding the Lone Pine Sidewalks Project, and staff feels that ESE should be compensated for work performed. Accordingly, staff is requesting permission to pay three outstanding invoices to ESE that cover work performed after the date of expiration of the original contract.

FISCAL IMPACT:

Funding Source	State Funded Road - Active Transportation Program	Budget Unit	034601 (State Funded Road)
Budgeted?	Yes	Object Code	5708 (Lone Pine Sidewalk ATP)
Recurrence	Ongoing expenditure through contract completion		
Current Fiscal Year Impact			
\$14,156.06, which is fully budgeted and 100% reimbursable through the Active Transportation Program and RMRA (SB1) funding.			
Future Fiscal Year Impacts			
None.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not permit the payment of the outstanding invoices. This is not recommended, as ESE has provided valuable services and work to the County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. ESE Invoice 29_NOT PAID_01.28.24-04.27.24
2. ESE Invoice 30_NOT PAID_04.28.24-06.01.24
3. ESE Invoice 31_NOT PAID_06.02.24-06.30.24

APPROVALS:

Travis Dean	Created/Initiated - 6/19/2024
Darcy Ellis	Approved - 6/19/2024
Breanne Nelums	Approved - 6/20/2024
Grace Chuchla	Approved - 7/16/2024
Amy Shepherd	Approved - 7/16/2024
Cap Aubrey	Approved - 7/16/2024
Nate Greenberg	Final Approval - 7/16/2024



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 442.228.5049
140 Whitney Alley
Bishop, CA 93514
www.esengr.com

Sent via email to: tdean@inyocounty.us

PROJECT INVOICE

Invoice Number: 240402
Date: 5/2/2024
Work Performed Through: 4/27/2024

To: Travis Dean
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

Project: Lone Pine Sidewalks
Construction & ADA
Improvement Project
Project No: 20346

Description of Work Performed: Civil design & traffic analysis services. Services performed 1/28/2024 through 04/27/2024.

Services				Amount
	Name	Hours	Rate	Total
Task 10 - Bidding Support				
Sr. CADD Technician	Jill Cartwright	2.0	\$101.78 /hr	\$203.56
			Subtotal Task 10	\$203.56
Task 11 - Construction Support				
Senior Engineer	Bryan Elkins	31.00	\$173.68 /hr	\$5,384.08
Sr. CADD Technician	Jill Cartwright	2.0	\$101.78 /hr	\$203.56
			Subtotal Task 11	\$5,587.64
			Total Direct Labor Costs	\$5,791.20
			Fixed Fee (10%)	\$579.12
			Total This Invoice	\$6,370.32

Ok to Pay

05/13/2024

Travis Dean

Please make checks payable to: Eastern Sierra Engineering, PC.
4515 Towne Drive
Reno, NV 89521

Thank you for your business. Payment is due within 30 days. Please be aware that we will charge 1.5% interest per month late invoices. Eastern Sierra Engineering is dedicated to exceptional customer service, protecting your confidential information and assuring you a safe payment experience. As a proactive measure and due to the ever increasing number reported cybersecurity incidents in the United States and abroad, we are urging our customers to be doubly vigilant in reviewing email communications that may use an unknown sender address or domain name, but purport to be from Eastern Sierra Engineering. **Please note that Eastern Sierra Engineering will not request payment by wire transfer.** If you have any questions about our policies or receive a questionable email purporting to be from us, we ask you to contact us



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 442.228.5049
140 Whitney Alley
Bishop, CA 93514
www.esengr.com

Sent via email to: tdean@inyocounty.us

PROJECT INVOICE

Invoice Number: 240545
Date: 6/6/2024
Work Performed Through: 6/1/2024

To: Travis Dean
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

Project: Lone Pine Sidewalks
Construction & ADA
Improvement Project
Project No: 20346

Description of Work Performed: Civil design & traffic analysis services. Services performed 4/28/2024 through 06/01/2024.

Services			Amount	
			Subtotal Task 10	\$0.00
Task 11 - Construction Support	<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Senior Engineer	Bryan Elkins	16.00	\$173.68 /hr	\$2,778.88
Rick's AEC Construction Plans Invoice# 195482				<u>\$478.10</u>
			Subtotal Task 11	\$3,256.98
			Total Direct Labor Costs	\$3,256.98
			Fixed Fee (10%)	\$325.70
			Total This Invoice	\$3,582.68

Please make checks payable to: Eastern Sierra Engineering, PC.
4515 Towne Drive
Reno, NV 89521

Thank you for your business. Payment is due within 30 days. Please be aware that we will charge 1.5% interest per month late invoices. Eastern Sierra Engineering is dedicated to exceptional customer service, protecting your confidential information and assuring you a safe payment experience. As a proactive measure and due to the ever increasing number reported cybersecurity incidents in the United States and abroad, we are urging our customers to be doubly vigilant in reviewing email communications that may use an unknown sender address or domain name, but purport to be from Eastern Sierra Engineering. **Please note that Eastern Sierra Engineering will not request payment by wire transfer.** If you have any questions about our policies or receive a questionable email purporting to be from us, we ask you to contact us

Eastern Sierra Engineering

TIME VERIFICATION

FILTERS USED :

Time Entry Date In : 4/28/2024 To 6/1/2024
and Employee In : Bryan Elkins
and Master Project In : 20346

EMPLOYEE NAME: Bryan Elkins

CLI = Client | BILL = Billable | APVD = Approved

DATE	ACTIVITY	DESCRIPTION	HOURS	CLI HOURS	BILL	APVD
11 - CONSTRUCTION SUPPORT* 20346 : LONE PINE SIDEWALKS						
5/9/2024	Senior Engineer: <i>Conversation with Travis for Construction QA/QC support; and coordination with Dennis</i>	Senior Engineer	1.00	1.00	Y	Y
5/13/2024	Senior Engineer: <i>Work with Dennis B. & Travis regarding Amendment to Contract</i>	Senior Engineer	1.00	1.00	Y	Y
5/16/2024	Senior Engineer: <i>Talk with Dennis regarding Amendment to Contract</i>	Senior Engineer	1.00	1.00	Y	Y
5/22/2024	Senior Engineer: <i>Talk with Travis, Dennis & Bill regarding material testing services and project</i>	Senior Engineer	1.00	1.00	Y	Y
5/23/2024	Senior Engineer: <i>Site Visit to the job site</i>	Senior Engineer	5.00	5.00	Y	Y
5/24/2024	Senior Engineer: <i>Talk with Bill Regarding Locust Street and review of the plan sheets</i>	Senior Engineer	1.00	1.00	Y	Y
5/28/2024	Senior Engineer: <i>Talk with Bill & Dennis regarding Materials Testing</i>	Senior Engineer	1.00	1.00	Y	Y
5/31/2024	Senior Engineer: <i>Site Visit and Meet with Inyo Co.</i>	Senior Engineer	5.00	5.00	Y	Y
11 - Construction Support* 20346 : Lone Pine Sidewalks Total:			16.00	16.00		
Bryan Elkins Total:			16.00	16.00		

Signature Bryan Elkins
Bryan Elkins (Jun 6, 2024 15:14 PDT)

Date Jun 6, 2024

Approved by Debbie Jenkins
Debbie Jenkins (Jun 6, 2024 15:13 PDT)

Date Jun 6, 2024

GROUPED BY Project



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main : 442.228.5049
140 Whitney Alley
Bishop, CA 93514
www.esengr.com

Sent via email to: tdean@inyocounty.us

PROJECT INVOICE

Invoice Number: 240545
Date: 6/30/2024
Work Performed Through: 6/30/2024

To: Travis Dean
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

Project: Lone Pine Sidewalks
Construction & ADA
Improvement Project
Project No: 20346



Description of Work Performed: Civil design & traffic analysis services. Services performed 6/2/2024 through 06/30/2024.

Services				Amount	
Task 11 - Construction Support	<u>Name</u>	<u>Hours</u>	<u>Rate</u>	Subtotal Task 10	\$0.00
				<u>Total</u>	
Senior Engineer	Bryan Elkins	22.00	\$173.68 /hr		\$3,820.96
				Subtotal Task 11	\$3,820.96
				Total Direct Labor Costs	\$3,820.96
				Fixed Fee (10%)	\$382.10
				Total This	
				Invoice	\$4,203.06

Please make checks payable to: Eastern Sierra Engineering, PC.
4515 Towne Drive
Reno, NV 89521

Thank you for your business. Payment is due within 30 days. Please be aware that we will charge 1.5% interest per month late invoices. Eastern Sierra Engineering is dedicated to exceptional customer service, protecting your confidential information and assuring you a safe payment experience. As a proactive measure and due to the ever increasing number reported cybersecurity incidents in the United States and abroad, we are urging our customers to be doubly vigilant in reviewing email communications that may use an unknown sender address or domain name, but purport to be from Eastern Sierra Engineering. **Please note that Eastern Sierra Engineering will not request payment by wire transfer .**

If you ha any questions about our policies or receive a questionable email purporting to be from us, we ask you to contact us

Reno  Zephyr Cove  Bishop  Mammoth Lakes

Eastern Sierra Engineering

TIME VERIFICATION

FILTERS USED :

Time Entry Date In : 6/2/2024 To 6/30/2024

and Master Project In : 20346

and Employee In : Bryan Elkins

EMPLOYEE NAME: Bryan Elkins

CLI = Client | BILL = Billable | APVD = Approved

DATE	ACTIVITY	DESCRIPTION	HOURS	CLI HOURS	BILL	APVD
11 - CONSTRUCTION SUPPORT* 20346 : LONE PINE SIDEWALKS						
6/5/2024	Senior Engineer: <i>Conversation with Travis regarding "per plan" no modifications to Bush St.</i>	Senior Engineer	1.00	1.00	Y	Y
6/19/2024	Senior Engineer: <i>Site Visit to Lone Pine Project</i>	Senior Engineer	4.00	4.00	Y	Y
6/20/2024	Senior Engineer: <i>Work on driveway situation at Willow and Jackson</i>	Senior Engineer	4.00	4.00	Y	Y
6/21/2024	Senior Engineer: <i>Site visit to Lone Pine project</i>	Senior Engineer	5.00	5.00	Y	Y
6/24/2024	Senior Engineer: <i>Working with Inyo county on driveways on Locust St.</i>	Senior Engineer	3.00	3.00	Y	Y
6/25/2024	Senior Engineer: <i>Work with Inyo County of Driveways. Mike Errante & Cap came to visit office to work on driveways.</i>	Senior Engineer	3.00	3.00	Y	Y
6/27/2024	Senior Engineer: <i>Talked to Travis regarding project and received Submittals for review</i>	Senior Engineer	1.00	1.00	Y	Y
6/28/2024	Senior Engineer: <i>Review of Submittals</i>	Senior Engineer	1.00	1.00	Y	Y
11 - Construction Support* 20346 : Lone Pine Sidewalks Total:			22.00	22.00		
Bryan Elkins Total:			22.00	22.00		

Bryan Elkins
Signature Bryan Elkins (Jul 3, 2024 15:54 PDT)

Date Jul 3, 2024

Approved by Debbie Davis Jenkins
Debbie Davis Jenkins (Jul 3, 2024 17:23 PDT)

Date Jul 3, 2024

GROUPED BY Project



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

July 23, 2024

Reference ID:
2024-543

Waiver of Special Event Permit Fee for Friends of the Inyo Cleanup Effort at Diaz Lake

Public Works - Parks & Recreation

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Daniel Briceno, Nate Greenberg, County
Administrative Officer

RECOMMENDED ACTION:

Authorize the requested waiver of a special event permit fee for Friends of the Inyo to perform a volunteer trash cleanup day from 9 a.m.-12 p.m. on July 24, 2024 at Diaz Lake.

BACKGROUND / SUMMARY / JUSTIFICATION:

On July 9th, the Friends of the Inyo contacted Inyo County with an interest in performing a volunteer trash pickup day at Diaz Lake. In order to accommodate that event, including associated liability, the County requested the entity complete and submit a Facility Use Permit form for Special Events. Holding a Special Event at a County facility typically requires payment of a \$50 fee.

Given that the nature of this event is to support County staff by improving the overall state of Diaz Lake by picking up trash, it is Administration's recommendation that the County waive this fee. Should the Board choose to not grant this fee waiver, the fee may be paid out of the General Fund.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010200
Budgeted?	Yes	Object Code	5311
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
\$50, should the fee waiver not be granted.			
Future Fiscal Year Impacts			
None			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to not approve the fee waiver as requested. This is not recommended as this group is performing volunteer work to improve the state of Diaz Lake and is only being required to pay such a fee based on the standard terms per the County's Facility Use Permit form. Should the Board choose such an action the fee will be paid out of the General Fund via a CAO budget unit.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Public Works - Parks & Recreation

ATTACHMENTS:

1. 2024 Friends of the Inyo Facility Use Permit - Diaz Lake

APPROVALS:

Nate Greenberg	Created/Initiated - 7/16/2024
Darcy Ellis	Approved - 7/16/2024
John Vallejo	Approved - 7/16/2024
Denelle Carrington	Approved - 7/16/2024
Amy Shepherd	Final Approval - 7/16/2024



Application for Special Event / Facility Use Permit

Applicant/Permittee Name: Lindsay Butcher Organization: Friends of the Inyo
Phone #: 858-243-3921 Email: Lindsay@friendsoftheinyo.org
Address: 621 W Line St, Suite 201, Bishop CA 93514

EVENT INFO

Park/Campground Requested: Diaz Lake Event Date(s): 7/24/24
Purpose/Type of Event: Volunteer Trash Cleanup
Start time (set-up): 9am End time (clean up): 11:30
Activities (be specific): Picking up Trash around campsites and lake trails
Anticipated Attendance: 20-25 youth and chaperones Will minors (under 18) be present: ☒ YES ☐ NO

EVENT DETAILS

- Is event open to the general public? ☐ YES ☒ NO Will you be charging admission? ☐ YES ☒ NO
- Is this a fundraiser? ☐ YES ☒ NO For what organization? _____
- NO BOUNCE HOUSES & NO SLIP AND SLIDES LB (please initial)
- NO OPEN FLAMES BESIDES IN OUTDOOR FIRE PITS CLEARED OF NEARBY DEBRIS LB (please initial)
- DO NOT ATTACH ITEMS TO LIGHT FIXTURES LB (please initial)
- DO NOT OVERFILL TRASH CANS LB (please initial)
- DO NOT LEAVE EXCESS TRASH ON SITE LB (please initial)
- Will you be holding any of the following activities? ☐ YES ☒ NO CIRCLE THOSE THAT APPLY
gun/knife show, wine/liquor tasting, haunted house, fireworks, athletic event, overnight camping
- Describe decorations (Adhesives are not allowed): None

FEES* (Fee waivers may be available for certain nonpolitical/noncommercial community service event.)

Enclose two (2) checks or money orders made payable to Inyo County:

- \$50.00 check/money order for the Day Use Fee**
- \$150.00 check/money order for the refundable deposit**
(ADD \$100.00 to your deposit if you will have alcohol.)

**Fees subject to change.*

SERVICES

- Will you be using a caterer? ☐ YES ☒ NO Caterer's Name & Phone: _____
- Will caterer be selling alcohol? ☐ YES ☒ NO
- Will there be security at this event? ☐ YES ☒ NO Security Company: _____
- Do you need electricity? ☐ YES ☒ NO
- Do you need tables unlocked? ☐ YES ☒ NO

DEPOSIT & DAMAGES

Permittee shall be responsible for any damage or loss to furniture, fixtures, equipment, facilities, or property. Any person, group, or permittee causing damage, loss, or excessive cleanup shall forfeit deposit and be required to pay any additional costs incurred to restore the furniture, fixtures, equipment, facilities, or property. County staff will inspect the premises after the event and determine what portion, if any, of the deposit to refund. Inyo County will seek restitution for costs to return furniture, fixtures, equipment, facilities, or property to their original condition in excess of the value of your deposit. **Therefore, return everything to original condition.**



Application for Special Event / Facility Use Permit

CONDUCT OF PERSONS

Permittee shall be responsible for the orderly conduct of all persons, groups, and any associated pets and vehicles present or using the premises by invitation of the Permittee, whether expressed or implied, during all times covered by the Special Event / Facility Use Permit, as issued by the Parks Manager. At the County's discretion, Permittee may be required to provide security personnel and post-event remediation services.

ALCOHOL

Alcohol may be permitted by the Parks Manager during an event under certain conditions with insurance and additional precautions. In addition, the California Department of Alcohol Beverage Control (www.abc.ca.gov) requires a license if alcohol is offered for sale, and Inyo County Environmental Health (760.878.0238) may require a health permit if food is involved. If these agencies require a license or health permit, Permittee must provide copies to Inyo County prior to event.

If Permittee will be supplying alcoholic beverages or if the event is BYOB, the Permittee's general liability insurance must include host liquor liability coverage in an amount not less than \$1,000,000 (one million) per occurrence. If Permittee is using a caterer or other vendor to supply alcohol, that vendor must have liquor liability coverage. If Permittee intends to sell alcohol, either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

• **Will alcohol be present at this event?** ☐ YES ☒ NO **If yes, please complete the rest of this section.**
If you mark no, and alcohol is discovered, the deposit may be forfeited, and other action may be taken.

- Will consumption be limited to a fixed/secured area? ☐ YES ☐ NO
- Have those serving alcohol had alcohol awareness training? ☐ YES ☐ NO
- Have those serving alcohol been instructed not to serve minors or intoxicated guests? ☐ YES ☐ NO
- Is a designated driver program in place? ☐ YES ☐ NO

How will alcohol be provided? (Select one of the following)

- ☐ Distributed free of charge at free event by event host/employees/volunteers
- ☐ Distributed free of charge by event host/employees/volunteers, but admission fee is charged
- ☐ Distributed free of charge by licensed caterer
- ☐ Bring your own beverage
- ☐ Sold by the glass/cup by organizer (ABC License may be required)
- ☐ Sold by third party and third party keeps all proceeds (Third party must be licensed and insured)
- ☐ Sold by third party and proceeds shared with Permittee (Additional documentation may be required)

ADVERTISING, SOLICITATION, & SALES

The following are not permitted without the express written approval of the Parks Manager:

- Distribute any handbills or circulars
- Post, place, or erect bills, notices, paper, or advertising
- Publicize an event prior to obtaining necessary permit/s and paying all fees
- Sell or offer for sale any merchandise, articles, etc.
- Practice, carry on, conduct, or solicit on behalf of any trade, occupation, business, or profession



Application for Special Event / Facility Use Permit

INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this application and permit. Use of and parking at county facilities is at the exclusive risk of the permittee and their guests.

INSURANCE REQUIREMENTS

Per Inyo County Code 12.18.100, all Special Event / Facility Use permittees must procure insurance to the satisfaction of the County Risk Manager, unless a waiver is granted by the County Risk Manager. Permittee shall procure and maintain for the duration of the permit period insurance against claims for injuries to persons and damages to property which may arise from or in connection with the rental/permit of the facilities and the activities of the Permittee and any associated guests, agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as Insurance Services Form CG 00 01 coverage general liability on an "occurrence" basic, including property damage, bodily injury, personal & advertising injury, and liquor liability (if alcohol is permitted) **with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.** At the discretion of the County Risk Manager, higher minimum limits may be required due to anticipated activities or expected number of attendees. If Permittee 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 higher limits maintained by the Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County. Inyo County, its officials, officers, agents, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising out of the Special Event / Facility Use permit, work or operations performed on or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage and additional insured status may be provided as an endorsement on the Permittee's insurance.

You must attach a certificate of insurance to this application. Failure to submit a certificate of insurance will result in denial of this application. The certificate holder box must read: "Inyo County, 1360 N. Main St, Bishop, CA 93514; risk@inyocounty.us." **The description box must list the date and location of the event as well as the following:** "Inyo County, its officials, officers, agents, employees, and volunteers are additional insured with respect to liability arising out of or in connect to event. All liability policies are primary and noncontributory as respects Inyo County. A 30-day notice of cancellation will be provided to certificate holder. Insured hereby grants a waiver of any right to subrogation which any insurer of the Insured may acquire against Inyo County by virtue of the payment of any loss under such insurance."

INSURANCE WAIVER REQUEST

County Risk Manager may waive the insurance requirements in certain circumstances in consideration of the planned activities, location, and attendance. **An insurance waiver does not relieve the permittee of their indemnification obligation.** No waiver shall be granted for athletic events, events with alcohol, commercial events, outdoor events expecting more than 250 attendees, or higher risk events identified as such by the County Risk Manager. Examples of events that might qualify for an insurance waiver include a small community event, child's birthday party, health education seminar, memorial, community outreach. **To request a waiver, explain here why your event should qualify for an insurance waiver:** _____



Application for Special Event / Facility Use Permit

ATHLETIC EVENTS

Events with athletic activities have the following additional requirements: (1) Permittee shall provide a complete site safety plan with a route map prior to the event; (2) Permittee shall provide evidence that the general liability policy includes coverage for injuries to athletic participants; (3) Permittee shall provide evidence of Participant Accident Insurance or copies of participant waivers to be used; and (4) Permittee shall provide completed participant waivers to County Risk Manager upon request in a timely manner after the event. No waiver of the insurance requirement may be granted for events with athletic activities.

ADDITIONAL INFORMATION

Please write any special requests or additional information for the Parks Manager here:
Friends of the Inyo is seeking to host a Volunteer Trash Cleanup for the Lone Pine Tribal Youth Day Camp. We will be providing all supplies and PPE to attendees. We only seek Use of trash cans or dumpsters if available, if not, we can haul all collected trash off the premises.

AUTHORIZED SIGNATURE

I have read, understand, and agree to abide by the fees, rules, regulations, and provisions stated on this application, including but not limited to the indemnification section, and any special instructions provided to me or my organization by the Parks Manager. I will have no bounce houses and no slip and slides, I will have no open flames besides in designated outdoor fire pits cleared of nearby debris, I will not attach items to light fixtures, I will not overfill trashcans, and I will not leave trash on site. I will bring extra trash bags, and I will report any damage to property or injury to persons within eight hours to the phone number at the top of this page. I understand that trash or damages left behind may result in forfeiture of my deposit as well as possible other actions. By signing this application, I personally, or on behalf of the organization I am authorized to represent, bind the organization or myself to the terms and conditions set forth on the four pages of this permit.

Applicant/Permittee: Lindsay Butcher **Date:** 7/9/24

APPROVALS – Applicant please do not write below here.

1. Risk Manager: _____ **Date:** _____
If insurance waiver is approved, Risk Manager will initial here: ____.

2. Parks Manager: _____ **Date:** _____

COPIES: Once all three signatures are complete, payment (if applicable) is received, and insurance is received or waived, please send one PDF of all 4 pages to Risk, and one complete PDF to Permittee. Original goes to Department. Thanks!

-the end-



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 23, 2024

Reference ID:
2024-515

Whitney Portal Road Storm Damage Repair Project Reimbursement Agreement

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2024-2025 Preliminary Budget, Road Budget 034600 as follows: increase appropriation in Construction in Progress Object Code 5700 by \$3,200,000 (*4/5ths vote required*); and B) Approve Reimbursable Agreement No. 6982AF-24-K-500026 between Inyo County and the Central Federal Lands (CFL) division of the Federal Highways Administration (FHWA), requiring Inyo County to provide additional funding beyond that which was previously agreed to and dispersed by the FHWA, and authorize the Auditor-Controller to sign and return to the FHWA for full execution.

BACKGROUND / SUMMARY / JUSTIFICATION:

In August 2023, Hurricane Hilary caused a major flood event in the Owens Valley that washed out over .8 centerline miles (approximately 4200 lineal feet) of Whitney Portal Road. Fortunately, the Central Federal Lands (CFL) division of the Federal Highways Administration (FHWA) came forward with over \$5 million in Quick Release funds to help pay for the cost of reconstruction. CFL assumed the role as primary project manager, which encompasses the planning, design, estimating, contracting, and ultimately the supervision of the reconstruction effort. CFL put the project out to bid, and received bids substantially higher than the previously committed \$5 million in FHWA Funds.

The \$5 million in FHWA Quick Release funds only provided enough funding to restore the road bed with imported embankment material and to add rock slope protection armoring at necessary points along Lone Pine Creek. Considering the shortfall in funding, CFL approached Inyo County to request infusion of additional dollars to complete the project. The requested additional funding to be provided by Inyo County will reimburse the CFL for the costs of the Type II Class B base layer (supporting the asphalt paving), the hot mix asphalt roadway paving, the removal of the existing substandard concrete box culvert that was largely responsible for the damage to the roadway, the installation of a new concrete box culvert with an increased capacity, and the installation of a new guardrail at the segment of road at the recently reconstructed concrete box culvert over Lone Pine Creek.

Inyo County Public Works has requested an increase from the FHWA in the previously approved Damage Assessment Form (DAF) to cover the additional funding requirements. The DAF has been reviewed and approved by Caltrans HQ, and has been forwarded to FHWA for final authorization. Inyo County Public Works staff are not assured that additional funds will be approved or at what date

additional funds would be available, though do anticipate at least a partial reimbursement of this expenditure. The infusion of Inyo County road funds according to this reimbursement agreement may be a permanent requirement or a temporary stop-gap funding requirement, dependent on whether the FHWA approves the revised DAF.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes (with this budget amendment)	Object Code	5700
Recurrence	Ongoing Expenditure through contract completion		
Current Fiscal Year Impact			
Up to \$3,195,000 in FY 24/25			
Future Fiscal Year Impacts			
Unknown - Depends on project completion status. This project has an estimated completion date of December 2024.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not approve the Reimbursable Agreement with Central Federal Lands (CFL) division of the Federal Highways Administration (FHWA), or modify the amount being supplied through this agreement, thereby amending the scope of work. These options are not recommended as the proposed Reimbursable Agreement is designed to improve upon historic design deficiencies with Whitney Portal Road, thereby safeguarding the investment of both agencies against future storm events.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Administration; Central Federal Lands (CFL) division of the Federal Highways Administration (FHWA)

ATTACHMENTS:

1. Whitney Portal Road Agreement - Cover
2. Whitney Portal Road Reimbursable Agreement

APPROVALS:

Greg Waters	Created/Initiated - 6/25/2024
Michael Errante	Approved - 6/25/2024
Darcy Ellis	Approved - 6/26/2024
Michael Errante	Approved - 6/26/2024
Greg Waters	Approved - 6/26/2024
Breanne Nelums	Approved - 6/27/2024
Denelle Carrington	Approved - 6/27/2024
Amy Shepherd	Approved - 7/17/2024
Grace Chuchla	Approved - 7/17/2024
Nate Greenberg	Final Approval - 7/17/2024

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

6982AF-24-K-500026

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Inyo County 168 N. Edwards Independence, CA 93526	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
UEI (Unique Entity Identifier): [enter UEI]	UEI: TNG9SCVNCUW5

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Address: Phone: E-mail:	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3356 E-mail: suzanne.schmidt@dot.gov
Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name: Mike Errante Address: 168 N. Edwards P.O. Drawer Q Independence, CA 93526 Phone: 760- 878-0214 E-mail: merrante@inyocounty.us	Name: Justin Henwood Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3432 E-mail: justin.henwood@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
From: see date of signature below To: September 30, 2025	23 U.S.C. 201 and 125

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
TOTAL AGREEMENT AMOUNT: \$3,195,000.00	Paper Check via FedEx

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES
See attached Reimbursable Agreement

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Signature _____ Date _____ Title _____	Signature _____ Date _____ Title _____

Statement of Work
Project: CA ER INYO 2023-4(1) Whitney Portal Road
Reimbursable Agreement No.: 6982AF-24-K-500026
July 17, 2024

- I. Introduction: Inyo County will provide funding to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) to perform construction for the CA ER INYO 2023-4(1) project. Inyo County will be referred to as the Requesting Agency. CFLHD will be referred to as the Servicing Agency.
- II. Location: Lone Pine, CA
- III. Work Required: The full scope of the proposed project is to reconstruct approximately 1 mile of Whitney Portal Road that was damaged in August 2023. Work includes embankment, drainage repairs, aggregate base, and asphalt paving. The ER program approved and fronted quick release funds for preliminary engineering, construction engineering, and construction, however the construction bids on the project came in higher than estimated, and CFLHD had to remove the aggregate base, asphalt paving, box culvert replacement, and guardrail from the construction contract.

~~This e-work required under this agreement includes provides funding from Inyo County to complete these funding the portions of the construction project that was removed from Schedule A (aggregate base, and asphalt paving, g), as well as the Option work (box culvert installation and guardrail)).~~ Funding needs are based on bid prices submitted and subject to change, though the total amount of funding to be contributed by Inyo County shall not exceed the amount stated in Section IV.

The current construction contract completion date is December 31, 2024 which could change based on negotiation of the option work.

- IV. Non-Federal Share of Costs: The Requesting Agency will provide non-federal local funds in an amount not to exceed **\$3,195,000.00** to complete construction of the project as noted above.

The Requesting Agency is not required to reimburse CFLHD for any costs incurred prior to the date of this Agreement.

- V. Period of Performance: All work associated with this agreement will be completed no later than ~~September 30, 2025~~December 31, 2024.
- VI. Technical Representative: Agreement Points of Contact for this Agreement are:

Justin Henwood, Project Manager, FHWA-CFLHD
justin.henwood@dot.gov
720-963-3432

Mike Errante, Director of Public Works, Inyo County
merrante@inyocounty.us
760-878-0214

Statement of Work
Project: CA ER INYO 2023-4(1) Whitney Portal Road
Reimbursable Agreement No.: 6982AF-24-K-500026
July 17, 2024

VII. Roles and Responsibilities

For construction:

A. CFLHD will:

- 1) Develop and sign this Reimbursable Agreement.
- 2) Manage the overall effort on this agreement regarding scope, schedule and budget in coordination with the Requesting Agency.
- 3) Construction engineering/administration of construction contract.
- 4) Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract.
- 5) Verify adherence to environmental documents.
- 6) Provide Project Engineer on site for construction administration.
- 7) Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that construction meets the requirements in the PS&E.
- 8) Set up and lead final inspection upon completion of construction.

B. Requesting Agency will:

- 1) Review and sign this Reimbursable Agreement.
- 2) Develop a public information plan in coordination with CFLHD, BLM, and USFS.
- 3) If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract.
- 4) Designate a primary contact for FHWA's construction staff during construction.
- 5) Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E.
- 6) Attend a final inspection and approve and provide final acceptance upon completion of construction.
- 7) Assume responsibility of the NPDES permit until Notice of Termination is filed and accepted.
- 8) Provide long term maintenance and operation of the project upon completion.

VIII. Financial Administration:

A. **Total Agreement Amount:**

Not to exceed **\$3,195,000.00.**

B. **Funding Citations:** 23 U.S.C. 201 and 125.

C. **Reimbursable Payment:**

CFLHD will invoice the Requesting Agency for monthly for work performed with an explanation of the work performed as covered under Section III as these funds are expended.

Statement of Work
Project: CA ER INYO 2023-4(1) Whitney Portal Road
Reimbursable Agreement No.: 6982AF-24-K-500026
July 17, 2024

~~CFLHD shall not incur costs exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.~~

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

D. Method of Billing:

CFLHD will bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA/CFLHD-ID Agreement Number: **6982AF-24-K-500026**

Option 1 (Preferred Method)

Plastic Card or Automatic Clearing House Payment (ACH Direct Debit)

Treasury's website: <https://pay.gov>

Search for Agency Name

Select the appropriate Transportation Agency

Follow the form instructions to make your payment. NOTE: If making an ACH payment from your bank account, please

select ACH Direct Debit as the payment type.

Option 2 (P.O. BOX Preferred)

Mail check payment to the following address for Paper Check Conversion (PCC) processing.

Make check payable to **DOT FHWA**

DOT/FEDERAL HIGHWAY ADMINISTRATION

C/O MIKE MONRONEY AERONAUTICAL CENTER

P.O. BOX 25770

ATTN: AMK-324

OKLAHOMA CITY, OK 73125

Option 3 (FEDEX & PCC) this address can be used for FEDEX and U S Postal Service for Paper Check Conversion if mailing

to P.O. Box is against your policy.

Make check payable to **DOT FHWA**

DOT/FEDERAL HIGHWAY ADMINISTRATION

C/O MIKE MONRONEY AERONAUTICAL CENTER

6500 S. MacArthur Blvd.

ATTN: AMK-324, HQS BLDG RM 265

OKLAHOMA CITY, OK 73169-6918

Notice to Customers Making Payment by Check

Statement of Work
Project: CA ER INYO 2023-4(1) Whitney Portal Road
Reimbursable Agreement No.: 6982AF-24-K-500026
July 17, 2024

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Privacy Act - A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at (PCCOTC.GOV), or call toll free at (1-800-624-1373) to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

- IX. Modifications: Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.
- X. Termination: This agreement will terminate upon the date specified in Section V or upon 30 calendar days after written notification to the other party. If this agreement is terminated by either party the Requesting Agency's liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by CFLHD its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 23, 2024

Reference ID:
2024-542

2024 Inyo County Strategic Plan Adoption

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Receive presentation, discuss, review, and approve the final draft of the 2024 Inyo County Strategic Plan.

BACKGROUND / SUMMARY / JUSTIFICATION:

Strategic Planning allows an organization to clearly articulate a vision for their future, and ultimately allocate the resources necessary to execute that plan.

While Inyo County has a recurring effort to establish a Legislative Platform and effectively determine priorities based on budgetary allocation, it has not conducted a complete strategic planning effort since the Inyo 2020 exercise, which took place nearly 25 years ago. Given the large number of significant projects being undertaken by the organization, and a limited set of resources, developing and adopting a multi-year strategic plan will greatly help staff and the Board ensure that the right priorities are being focused on, and the appropriate resources are assigned to make sure that initiatives can be effectively executed.

This item will provide a review of the Strategic Focus Areas which were generally agreed to based on comments from the community, staff, and the Board over the past several months of the process, as well as discuss how this framework will be used for the purpose of priority setting during budget and project management efforts.

FISCAL IMPACT:

There is no fiscal impact associated with this item, though some of the priorities set as part of this effort are likely to be included as part of current and future year budget processes.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not participate in this workshop or strategic planning exercise. This is not recommended as developing such a plan will inform work priorities for the organization and help define necessary resources for the coming years.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Inyo County Strategic Plan - 2024-2026 - Final Draft - Working

APPROVALS:

Nate Greenberg

Darcy Ellis

John Vallejo

Created/Initiated - 7/15/2024

Approved - 7/16/2024

Final Approval - 7/16/2024



2024 INYO COUNTY STRATEGIC PLAN

FINAL DRAFT | JULY 23, 2024

STRATEGIC PLAN STRUCTURE



More info online at
<https://bit.ly/InyoStrategicPlan>



2024 — 2026
STRATEGIC PLAN

1

THRIVING
COMMUNITIES

Support Inyo County communities through infrastructure investments, effective service delivery, and thoughtful planning.

Initiative Number

Initiative Name

Initiatives are the big picture themes which form the high-level structural categories of the plan

Initiative Description

This is a short narrative which serves as a form of mission statement for the Initiative

1A

Highest & Best Use of Property

County owned property analysis and visioning

LADWP property leases & focused acquisition efforts

Relocate existing uses to allow for most effective use

Goal # | Goal Name

Goals help break down the bigger picture Initiatives into more tangible sub-topics

Focus Areas

These are the methods by which work will be done to achieve the established goals

STRATEGIC INITIATIVES



More info online at
[https://bit.ly/
InyoStrategicPlan](https://bit.ly/InyoStrategicPlan)



2024 — 2026
STRATEGIC PLAN

1

THRIVING COMMUNITIES

Support Inyo County communities through infrastructure investments, effective service delivery, and thoughtful planning.

2

ECONOMIC ENHANCEMENT

Engage in activities which encourage economic growth for existing industries and promote business and workforce resilience.

3

HIGH QUALITY SERVICES

Deliver relevant and high-value County government services which are responsive to community needs and prioritize a thriving workplace for staff.

1 THRIVING COMMUNITIES



More info online at
https://bit.ly/InyoStrategicPlan_ThrivingCommunities



2024 — 2026
STRATEGIC PLAN

1A Highest & Best Use of Property

County owned property analysis, visioning, and plans	LADWP property leases & focused acquisition efforts	Manage and maintain County property effectively
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1C Enhanced Health, Social, & Senior Services

Behavioral Health Service Strategy	Effective Public Assistance & Aging Services	Accessible Social & Placement Services	Community focused Public Health
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1E Community Supporting Infrastructure Improvements

Water and wastewater treatment systems	Broadband expansion efforts	Community center facilities	Ongoing road and related infrastructure improvements
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1G Community Revitalization Through Effective Planning

County General Plan Review & Updates	Community revitalization efforts	Code Compliance
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1B Improved Housing Opportunities

Effectively regulated Short Term Rentals	Comprehensive Workforce Housing Strategy	Continuum of Care for vulnerable residents
--	--	--

1D Quality Parks & Recreation Amenities

Playing field improvements to support community use	Park & campground infrastructure improvements	Improved ADA recreation opportunities
---	---	---------------------------------------

1F Enhanced Transportation Services

Commercial air service infrastructure & governance	Effective ground transportation service	General Aviation uses and associated airport infrastructure
--	---	---

1H Climate Resilience & Natural Resource Protection

Vegetation & weed management for wildfire prevention	Long Term Water Agreement oversight	Community wildfire mitigation & home hardening
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2 ECONOMIC ENHANCEMENT



More info online at
https://bit.ly/InyoStrategicPlan_EconomicEnhancement



2024 — 2026
STRATEGIC PLAN

2A Local Business, Organizations, & Workforce

Workforce and business development efforts	Land-based business venture support	County marketing and community support programs
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2C Collaborative Regional Economic Development

Regional promotion and film permitting efforts	California Jobs First engagement	Review and update economic impact studies
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2B Sustainable Recreation Initiatives

Sustainable recreation strategy	Regional multiple use trails planning and stewardship	Visitor Education & Support
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2D Arts, Culture, & Placemaking

Music, art, culture, & heritage education	Community animation and events	Agri and Eco Tourism
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3 HIGH QUALITY SERVICES



More info online at
https://bit.ly/InyoStrategicPlan_HighQualityServices



2024 — 2026
STRATEGIC PLAN

3A Quality County Employees

Staff recruitment strategies and efforts	Collaborative approaches to staff retention	Appropriately recognized staff and associated needs
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3C Improved Access to Government

Effective Public information and dissemination	Improved community facing services	Improved online services and resources
--	------------------------------------	--

3E Public Safety & Emergency Response

Emergency management and planning efforts	Public safety communications	Supported emergency response systems (Fire, EMS, Law, CERT)
---	------------------------------	---

3B High-Quality Government Services

Thoughtfully focused County government	Improved internal systems which support County operations	Additional County programs that address service gaps
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3D Improved County Facilities

County campus improvements	Comprehensive facilities maintenance plan	Reimagine and repurpose the juvenile detention center
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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

July 23, 2024

Reference ID:
2024-540

Discussion of Grants in Support and Community Project Sponsorship Grant Programs

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

County Administrator's Office

ITEM PRESENTED BY

Nate Greenberg, Darcy Ellis

RECOMMENDED ACTION:

Receive an overview of the history and current status of the Grants in Support and Community Project Sponsorship Program and provide any desired direction to staff.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Inyo provides approximately \$215,000 a year in General Funds to local non-profits through two grant programs: the Grants in Support (GIS), created in Fiscal Year 2003-2004, and Community Project Sponsorship Program (CPSP), created in FY 2007-2008.

The GIS program consists of line-item contributions to specific non-profits to assist in supporting their missions as part of an effort to "recognize that social, cultural, recreational, and performing arts organizations, as well as area service agencies, are making significant contributions to the overall quality of life in Inyo County."

Current recipients include Community Connection for Children, Inyo Council for the Arts, Bishop Museum and Historical Society, California Indian Legal Services, Friends of Eastern Sierra Avalanche Center, Friends of Mt. Whitney Fish Hatchery, and Southern Inyo Fire Protection District. These organizations received a total of \$107,000 in Fiscal Year 2023-2024. The grant amounts remain relatively static from year to year.

The CPSP serves as a source of support for events that attract visitors and provide for the cultural or recreational enrichment of the citizens and visitors of Inyo County. The program is divided into three categories: fishing derby and fishing promotion line-item grants; line-item grants for perennial, well-established events and programs; and competitive grants.

Fishing grant recipients currently include the Blake Jones Trout Derby, Independence Fishing Derby, Southern Inyo Early Opener, Eastern Sierra Bass Fishing Tournament, the "Fishmas" Eve Press Reception, and coordinated promotion efforts by the Bishop Chamber of Commerce. A total of \$35,000 has been made available for distribution in this category each fiscal year since its creation.

Perennial, proven events/programs that receive line-item grants in the second CPSP category include Tecopa Community Days, the Tri-County Fair, Inyo and Death Valley online visitors guides, the

California High School Rodeo Finals, the Wild, Wild West Marathon, Laws Museum Benefit Concert, Images of Inyo County Photo Contest, and Mule Days. Total distribution amount the last several fiscal years has been \$68,600.

For the past two fiscal years, \$40,000 has been made available for competitive CPSP grants. Grant awards are recommended by an all-citizen, independent, and anonymous review panel that includes residents from both Northern and Southern Inyo County, and are ultimately approved by the CAO. This authority was granted to the CAO by the Board in Fiscal Year 2019-2020. Prior to that, the committee's recommendations were approved by the Board. And prior to the existence of a review panel, applicants would come before your Board at an open public meeting to request funding. (A list of all CPSP competitive grant applications received over the years is attached.)

While very little has changed about the GIS program since its inception (there is the rare addition or subtraction of a grant recipient), CPSP has been frequently modified -- most often with the goal of streamlining administrative processes and making applying for and receiving grants easier for non-profits.

It has been several years since either program has been revisited by the Board. Today, staff will be presenting your Board that opportunity prior to the completion of the Recommended Fiscal Year 2024-2025 Budget.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010400/011402
Budgeted?	Yes	Object Code	Various
Recurrence	Ongoing Expenditures		
Current Fiscal Year Impact			
TBD - both programs exist because the Board has decided each year to continue supporting them with General Fund money.			
Future Fiscal Year Impacts			
TBD			
Additional Information			

GIS lives within its own budget (011402), while CPSP is part of the overall Advertising County Resources budget (010400), which also funds the Inyo County Film Commission, tourism marketing campaigns, and ongoing maintenance and updates of inyocountyvisitor.com, deathvalleyvisitor.com, and visitinyocounty.com.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. CPSP Funding History
2. GIS and CPSP

APPROVALS:

Darcy Ellis	Created/Initiated - 7/12/2024
Darcy Ellis	Approved - 7/12/2024
Nate Greenberg	Final Approval - 7/15/2024

Fiscal Year 2016-2017

Available: \$20,984

Requested: \$31,166.67

12 applications from 9 applicants; 10 applications funded

Volunteer Panel: 3 community members

EVENT/PROJECT	APPLICANT	REQUEST	AWARD
3 rd Annual Owens Lake Bird Fest	Friends of the Inyo	\$8,000	\$3,000
Dialysis Center Expansion Project	Toiyabe Indian Health Project	\$3,900	\$0
Death Valley '49er Encampment	Death Valley '49ers	\$4,000	\$2,000
Celebration of Larry Pecham Engine House	Carson & Colorado Railway	\$10,000	\$2,500
Music in the Courtyard	Lone Pine Chamber of Commerce	\$7,500	\$3,000
2 nd Annual Eastern Sierra Music Festival	Eastern Sierra Music Festival	\$5,000	\$2,000
Eastern Sierra Vintage Film Festival	Bishop Chamber of Commerce	\$5,030	\$3,000
Inyo County FAM Tours	Bishop Chamber of Commerce	\$3,525	\$1,000
El Camino Sierra Coloring Book	Bishop Chamber of Commerce	\$6,200	\$0
Amargosa/Highway 127 Visitors Guide	Amargosa Conservancy	\$1,630	\$1,000
Movie Tours Development Program	Museum of Western Film History	\$3,000	\$1,000
Lone Pine Film Festival Buses	Museum of Western Film History	\$8,000	\$2,484

Fiscal Year 2017-2018

Available: \$20,984

Requested: \$53,370

12 applications from 6 applicants; 8 applications funded

Volunteer Panel: 3 community members

EVENT/PROJECT	APPLICANT	REQUEST	AWARD
4 th Annual Owens Lake Bird Fest	Friends of the Inyo	\$10,000	\$3,500
Amargosa Visitors Guide	Amargosa Conservancy	\$850	\$800
Death Valley 49ers Encampment	Death Valley 49ers	\$5,000	\$2,000

Mule Days	Mule Days	\$6,000	\$3,200
Teen Climbing Program	Lone Pine Chamber of Commerce	\$7,000	\$0
Music in the Courtyard	Lone Pine Chamber of Commerce	\$7,400	\$3,000
Film Festival Buses	Lone Pine Film Festival	\$6,000	\$3,184
Bishop Job Fair	Bishop Chamber of Commerce	\$3,000	\$0
Carabiner Giveaway	Bishop Chamber of Commerce	\$3,460	\$0
El Camino Sierra Kiosk	Bishop Chamber of Commerce	\$2,660	\$0
FAM Tours	Bishop Chamber of Commerce	\$3,000	\$1,300
First Friday Markets	Eastern Sierra Artists – Bishop Mural Society	\$10,000	\$4,000

Fiscal Year 2018-2019

Available: \$20,984

Requested: \$58,085

13 applications from 9 applicants; 9 applications funded

Volunteer Panel: 3 community members

EVENT/PROJECT	APPLICANT	REQUEST	AWARD
Annual Owens Lake Bird Fest	Friends of the Inyo	\$10,000	\$2,600
5 th Annual SIH Salvation Car Show	SIH Salvation Foundation	\$3,500	\$1,667
ES Tri-County Fair Entertainment	Eastern Sierra Tri-County Fair	\$10,000	\$2,500
Mule Days 50 th Anniversary Video	Mule Days	\$6,000	\$3,000
Inyo-Mono Assoc. for Handicapped Benefit Bash	IMAH	\$3,000	\$0
Music in the Courtyard	Lone Pine Chamber of Commerce	\$7,400	\$2,833
Easy Hiking Trails Brochure	Bishop Chamber of Commerce	\$1,660	\$1,117
Dispersed Camping Leave No Trace handout	Bishop Chamber of Commerce	\$6,000	\$1,600
Bishop Winter Hiking Brochure	Bishop Chamber of Commerce	\$1,400	\$0
Eastern Sierra Camping handout	Bishop Chamber of Commerce	\$2,965	\$1,600
Inyo County Treasures Kiosk	Bishop Chamber of Commerce	\$1,660	\$0
FAM Tours	Bishop Chamber of Commerce	\$3,000	\$2,000

First Friday Markets	Eastern Sierra Artists – Bishop Mural Society	\$6,000	\$3,667
Mule Days Parade Entry	Bishop Volunteer Fire Department	\$1,500	\$0

Fiscal Year 2019-2020

Available: \$39,999.33

Requested: \$124,551

18 applications from 9 applicants; 11 applications funded

Volunteer Panel: 3 community members

EVENT/PROJECT	APPLICANT	REQUEST	AWARD
Bishop Ultramarathon	Eastern Sierra Interpretive Association	\$5,000	\$1,500
2020 Lone Pine Film Festival	Lone Pine Film Festival	\$9,400	\$3,000
SIH Salvation Car Show	SIH Salvation Foundation	\$3,500	\$2,000
First Friday Markets	Eastern Sierra Artists	\$5,000	\$3,000
Day of the Dead	Eastern Sierra Artists	\$6,000	\$0
Bishop Walking Maps	Bishop Chamber of Commerce	\$5,400	\$0
Death Valley FAM Tours	Bishop Chamber of Commerce	\$5,251	\$0
Eastern Sierra Ghost Towns	Bishop Chamber of Commerce	\$7,400	\$2,000
Promoting Sustainable Pledge	Bishop Chamber of Commerce	\$3,000	\$0
Winter Hiking Trails	Bishop Chamber of Commerce	\$3,400	\$2,000
Eastern Sierra Birding Brochure	Bishop Chamber of Commerce	\$7,800	\$3,000
Forum in Lone Pine	Goodent	\$10,000	\$3,000
2020 Owens Lake Bird Festival	Friends of the Inyo	\$10,000	\$3,000
C5 Arts Studio Programming	C5 Arts	\$10,000	\$3,000
Mule Days Digital Marketing	Mule Days	\$4,000	\$2,500
Tri-County Fair Grandstand Entertainment	ES Tri-County Fair	\$10,000	\$3,000
Tri-County Fair Tacos & Tequila	ES Tri-County Fair	\$10,000	\$1,000
Music in the Courtyard	Lone Pine Chamber of Commerce	\$9,400	\$2,000

Fiscal Year 2020-2021

The program essentially did not exist in FY 20-21 due to COVID-19. Many of the events funded the prior year had been canceled.

Fiscal Year 2021-2022

Available: \$34,000

Requested: \$53,500

8 applications from 7 applicants; 8 applications funded

Volunteer Panel: 3 community members

* Mule Days Moved to Line-Item Recipient

EVENT/PROJECT	APPLICANT	REQUEST	AWARD
Eastern Sierra Youth Outdoors	Eastern Sierra Interpretive Association	\$3,500	\$3,500
Theater is Alive in 2022	Playhouse 395	\$5,000	\$4,500
Friday Night Markets	Eastern Sierra Artists	\$5,000	\$4,500
Visit Widget Kiosks	Bishop Chamber of Commerce	\$10,000	\$2,000
FAM Tours	Bishop Chamber of Commerce	\$5,000	\$3,500
Pride Festival	Eastern Sierra Pride	\$10,000	\$6,500
Youth and Community Mural Project	ES Artists dba C5 Studios	\$5,000	\$3,500
Forum Theatre Reopening	Goodent	\$10,000	\$6,000

Fiscal Year 2022-2023

Available: \$40,000

Requested: \$126,859.80

19 applications from 16 applicants; 14 applications funded

Volunteer Panel: 4 community members

EVENT/PROJECT	APPLICANT	REQUEST	AWARD
Trailhead Project near Tecopa	Amargosa Conservancy	\$2,909.80	\$2,000
Sky Pilot (Guided Whitney trip for youth)	Bishop Area Climbers Coalition	\$6,000	\$2,500
Photography Hot Spot Brochure	Bishop Chamber of Commerce	\$7,000	\$0
Concierge Training	Bishop Chamber of Commerce	\$4,000	\$0
Southern Inyo FAM Tour	Bishop Chamber of Commerce	\$8,000	\$2,000

Interpretive Signs at Bishop Chamber & Bishop Airport	Bishop Rotary Foundation	\$10,000	\$0
Updating Bishop PD Mural	Eastern Sierra Artists	\$5,000	\$0
Eastern Sierra Youth Outdoors	Eastern Sierra Interpretive Association	\$2,500	\$2,000
Connecting Climbers to Local Ag	Farm to Crag	\$5,000	\$2,000
Friday Night Markets	Friends of ES Tri-County Fair	\$10,000	\$6,500
Pellet Stove for Forum Theatre	Goodent	\$4,250	\$2,500
Summer Programs for Youth	Health Communities of So. Inyo County	\$10,000	\$1,000
Range of Light Trail Races	Inyo County Search & Rescue	\$4,200	\$4,000
Film Location Brochure	Museum of Western Film History	\$5,000	\$0
Movies at the Museum	Museum of Western Film History	\$10,000	\$3,000
Digital Marketing	Mule Days	\$8,000	\$3,000
Equipment & Field Maintenance	Owens Valley Little League	\$10,000	\$3,000
Owens Lake Bird Festival	Friends of the Inyo	\$8,000	\$3,500
Spring Musical Production	Playhouse 395	\$7,000	\$3,000

Fiscal Year 2023-2024

Available: \$40,000

Requested: \$115,800

16 applications from 11 applicants; 10 applications funded

Volunteer Panel: 4 community members

EVENT/PROJECT	APPLICANT	REQUEST	AWARD
Owens Valley Mural Project	Bishop Chamber of Commerce	\$5,500	\$0
Night Sky Campaign	Bishop Chamber of Commerce	\$7,400	\$0
Trip Advisor Campaign	Bishop Chamber of Commerce	\$6,000	\$0
Eastern Sierra Outdoor Youth	Eastern Sierra Interpretive Association	\$2,500	\$2,500
Pride Festival	Eastern Sierra Pride	\$8,000	\$6,000
Friday Night Markets	Friends of the Fair	\$10,000	\$5,000
Owens Lake Bird Festival	Friends of the Inyo	\$8,000	\$4,000
LP Airport Terminal Building Project	Friends of the Lone Pine Airport	\$10,000	\$5,000

Green Business Program	High Sierra Energy Foundation	\$10,000	\$0
Range of Light Trail Races	Inyo County Search & Rescue	\$4,000	\$3,000
Hometown Christmas	Lone Pine Chamber of Commerce	\$6,500	\$0
LP Summer Nights Car Show	Lone Pine Chamber of Commerce	\$4,500	\$0
Music in the Courtyard	Lone Pine Chamber of Commerce	\$9,400	\$4,000
Digital Marketing	Mule Days	\$4,000	\$2,500
Lone Pine Film Festival	Museum of Western Film History	\$10,000	\$5,000
Movies at the Museum	Museum of Western Film History	\$10,000	\$3,000



Inyo County
Grants in Support & Community Project Sponsorship Programs

AGENDA

Purpose

History

Grant Recipients

Changes to Grant Programs

Current Program Structure/Procedures

Recommended Changes

Since at least the 1990s, the County has provided funding assistance in the form of block grants and grants-in-support to numerous local non-profits through the Advertising County Resources Budget.

In FY 2003-2004, the CAO decided to move grant recipients not related to tourism out of Advertising County Resources and into their own budget.



Grants in Support

GIS Budget Created in FY 2003-2004 to ...

- ▶ Recognize that social, cultural, recreational, and performing arts organizations, as well as area services agencies, make significant contributions to the overall quality of life in Inyo County
- ▶ Provide funding to assist in supporting their missions



Recipients 2003-2024

- ▶ Community Connection for Children
- ▶ Inyo Council for the Arts
- ▶ Bishop Museum and Historical Society
- ▶ Ombudsman Contribution (discontinued in FY 13-14)
- ▶ Wild Iris Family Services
- ▶ California Indian Legal Services
- ▶ Friends of Eastern Sierra Avalanche Center (as of FY 05-06)
- ▶ Bishop Mural Society (FY 05-06 only)
- ▶ Friends of Mt. Whitney Fish Hatchery (as of FY 10-11)
- ▶ Southern Inyo Fire Protection District (as of FY 22-23)

Funding for Grants in Support

To date, the program has made available more than \$233 million in supportive funding to the aforementioned non-profits.

- ▶ Total contributions average just over \$104,000 per fiscal year
- ▶ Money comes from the General Fund

Program was initially funded through Transient Occupancy Tax (General Fund)

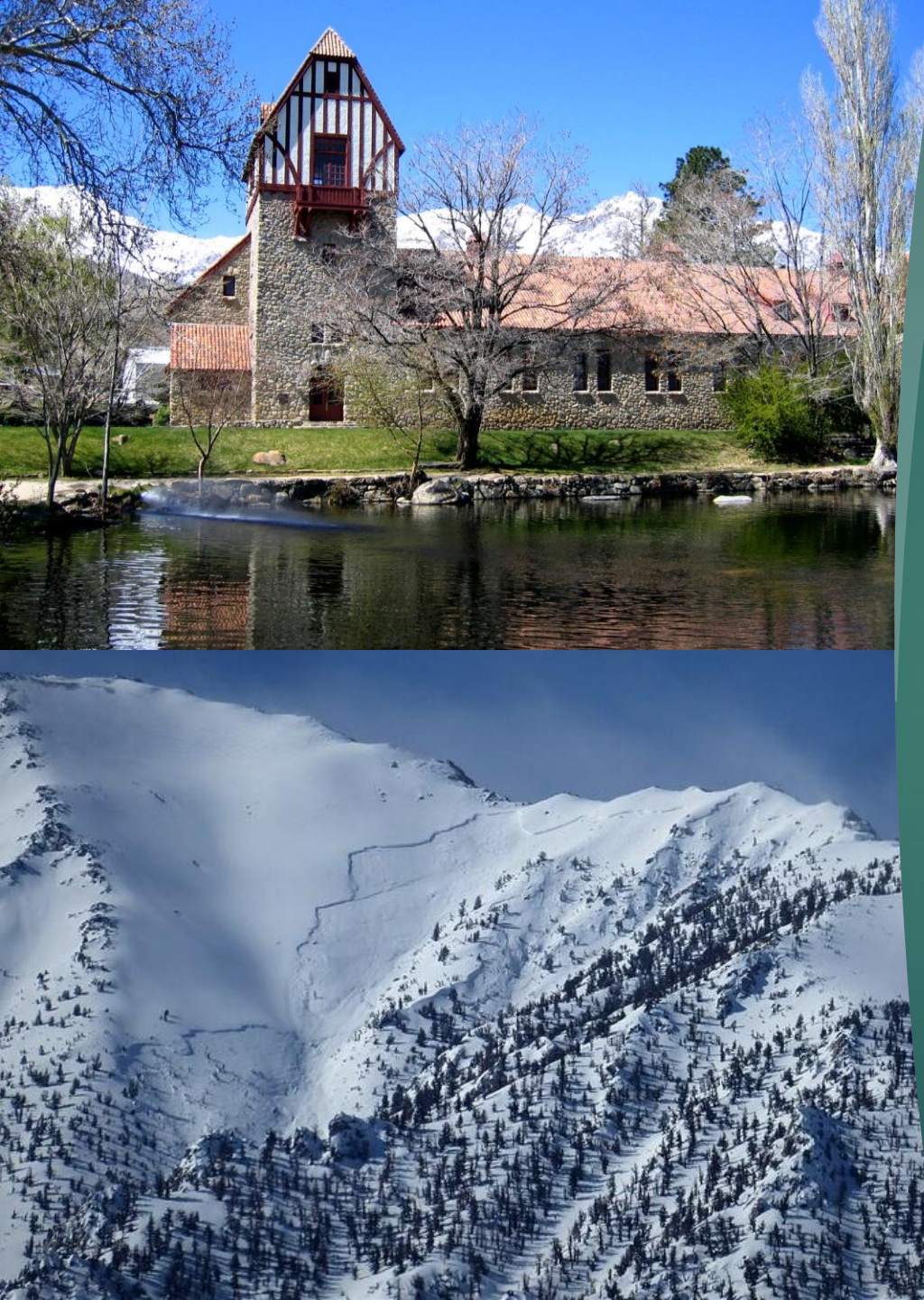
- Funding mechanism was replaced by Indian Gaming Special Distribution Fund in Fiscal Years 05-06, 06-07, 07-08
- General Fund resumed being sole funding source thereafter



Requirements of GIS Recipients

- ▶ Use the funding only for purpose(s) stated in letter of agreement
- ▶ Submit itemized claims for reimbursement (and be subject to audit)
- ▶ Provide a Mid-Year Progress Report and Final Report
- ▶ Provide proof of insurance
- ▶ Must have all taxes owed to Inyo County paid in full with a tax status in good standing
- ▶ Have current non-profit status with the State of California Franchise Tax Board, California Attorney General, and Internal Revenue Service





Current Funding Levels

- ▶ Community Connection for Children = \$10,000
- ▶ Inyo Council for the Arts = \$40,000
- ▶ Bishop Museum & Historical Society = \$26,000
- ▶ Wild Iris = \$15,000
- ▶ California Indian Legal Services = \$8,000
- ▶ Friends of Eastern Sierra Avalanche Center = \$5,000
- ▶ Friends of Mt. Whitney Fish Hatchery = \$10,000
- ▶ Southern Inyo Fire Protection District = \$8,000

TOTAL = \$107,000

Things to Consider

- Funding levels as of FY 23-24 are the highest they've been since the formal GIS budget and program was created in 2003.
- Existence of this grant program has relied on your Board's annual approval of the use of General Funds
- Recipient list has been relatively static, with new additions recommended by the CAO for inclusion in the program



Community Project Sponsorship Program

CPSP created in FY 2007-2008

as an opportunity to help sponsor, in the form of financial contributions, specific events or projects undertaken by non-profit organizations in Inyo County communities.

The events and programs eligible for CPSP funding can either **enhance in-county or out-of-county visitation** to the community, or provide for the **cultural or recreational enrichment of the citizens of Inyo County**.

Thus, the program provides a source of support for events that attract visitors, while also helping keep alive traditional, small-town events and celebrations for county residents.




In the beginning ...

Three events and programs that had historically been funded every year were turned into line items:

- Interagency Visitor Center Contribution
- Cal Expo Exhibit
- Inyo County Film Commission

The Tri-County Fair/High School Rodeo was added as the fourth line item four years later in FY 2010-11.





Most of the remaining \$130,400+ was divvied up as block grants between the Chambers of Commerce in Bishop, Big Pine, Independence, Lone Pine, Death Valley, and the County Coalition of Chambers.

(only two of these organizations exist today: the Bishop and Lone Pine chambers)



Projects Funded under the CPSP Grants

- ▶ Fishing derbies
- ▶ Art exhibits
- ▶ Community murals
- ▶ Visitors guides and maps
- ▶ Concerts
- ▶ Sporting events (marathons, high school rodeo)
- ▶ Photo contests
- ▶ A short film festival
- ▶ Fall Colors promotion
- ▶ Good Ole Days
- ▶ Community Theater

Prior to the creation of CPSP

- Applicants would have to come before the Board to request funding, which often resulted in long -- sometimes heated -- discussions among Board members, the applicants, and the public.
- There were no set guidelines to fall back on as justification for awarding or denying funding.
- Funding was mostly concentrated among the chambers of commerce.

Under the new CPSP program

- There were a set of strict guidelines for applying for, spending, and reporting on grants.
- Block grants issued to the County's 5 chambers of commerce were eliminated and the number and types of community organizations that could apply for Advertising County Resources grant funds was expanded.
- A review committee made up of independent community members was created to rate CPSP applications based on specific criteria
- The Deputy CAO was given the authority to select the review committee.
- Staff was authorized to reject applications not consistent with the purpose of CPSP.
- Grantees were required to enter a standard contract with the County approved by Risk Management, the Auditor, County Counsel, and the CAO.
- The recommendations of the review committee were presented to the Board for ultimate approval.
- Funding was provided to grantees in a Fall Cycle and Winter Cycle.
- A portion of the funding was granted with the requirement that recipient produces invoices and receipts after the event and gives a short oral report to the Board before being given the rest of the grant award.

Big Changes in FY 2016-2017

After several workshops and discussions, the Board in 2016 authorized restoring CPSP to one grant cycle and splitting CPSP into three distinct categories, as recommended by the then-CAO:

- Fishing derbies and fishing promotion.
- Line-item awards for the top-scoring perennial projects that tended to receive funding every year.
- A competitive portion so that smaller non-profits or smaller projects had a better chance at funding.



Division of Funding (Then)

In FY 2016-2017, the Board authorized splitting the \$95,000 available for grants thusly:

- \$35,000 for fishing derbies and promotion
(\$5,625 was set aside for a fishing derby for each Owens Valley community, with the chamber of commerce in that community getting first right of refusal)
- \$39,016 for legacy line-item events
- \$20,984 – the remainder of the balance – for competitive grants

Big Changes in FY 2019-2020



Based on recommendations from the then-grant administrator and Assistant CAO, the Board approved the following changes on Oct. 15, 2019:

- Delivering 100% grant funding upfront.
- Not requiring the submission of invoices and receipts unless requested for auditing purposes.
- Giving the CAO authority to approve the recommendations of the Review Panel.
- Having the grant period coincide with the calendar year.



Justification for Changes

- ▶ Would streamline process administratively and make less onerous for non-profit organizations.
- ▶ More than \$1 million in CPSP funding had been awarded at that point without even a hint of impropriety.
- ▶ Grantees would still have to save their invoices and receipts in the case of an audit.
- ▶ Upfront funding would help smaller organizations with cashflow issues stage their events.
- ▶ Grantees would have to provide an accounting of their expenditures in a final written report.
- ▶ Fishing derby and line-item grant recipients would still have to fill out applications describing how they planned to spend the money.

Additional Adjustments

- Mule Days was moved to the line-item category in FY 21-22 as it fits the intended purpose of line-item grants and saves smaller non-profits from having to compete against such a large event.
- The Eastern Sierra Bass Fishing Tournament was added to the list of derbies FY 21-22, for no net increase to the budget since the Big Pine grant was no longer being used. Now in its 6th year, the derby has a competition area from Bishop to Lone Pine.
- Tecopa Community Days was added to the line-item category in FY 22-23
- Formal contracts were replaced with Letters of Agreement developed with input from Risk Management and the Treasurer-Tax Collector

Division of Funding (Now – 8 years later)

In the intervening years since the creation of the CPSP, the amount of grant funding allocated to each of the three grant categories has fluctuated, but mostly increased.

- Fishing derbies began receiving \$7,500 in FY 17-18 (the total for derbies and promotional efforts remains at the original \$35,000)
- The competitive pot was increased from \$20,984 to \$39,999.33 in FY 19-20, reduced to \$34,000 in FY 21-22, and raised to \$40,000 in FY 22-23
- Line-item recipients were added and removed, and now account for \$68,600 of the annual Advertising County Resources budget

Line-Item Grant Recipients

- ▶ Tecopa Community Days = \$7,500
- ▶ Tri-County Fair/Rodeo = \$15,000
- ▶ Inyo County Visitors Guide (online) = \$8,900
- ▶ Death Valley Visitors Guide (online) = \$6,325
- ▶ California High School Rodeo Finals = \$8,550
- ▶ Wild Wild West Marathon = \$6,075
- ▶ Laws Museum Benefit Concert = \$2,525
- ▶ Images of Inyo Photo Contest = \$6,725
- ▶ Mule Days = \$7,000

Fishing Promotion Grant Recipients

- ▶ Blake Jones Trout Derby = \$7,500
- ▶ Independence Fishing Derby = \$7,500
- ▶ Southern Inyo Early Fishing Opener = \$7,500
- ▶ Eastern Sierra Bass Fishing Tournament = \$7,500
- ▶ Fishmas Eve Press Reception = \$2,500
- ▶ Coordinated Promotion (Bishop Chamber) = \$2,500



The Competitive Application Review Process

- ▶ 3-4 community members with no current affiliation to county government or grant applicants are identified
- ▶ CAO approves review panel
- ▶ Panelists are provided each application at least two weeks in advance of scoring meeting
- ▶ Panelists gather for scoring meeting to compile scores and arrive at recommended dollar amounts (proposals receiving less than a score of 70 are not eligible, per adopted guidelines)
- ▶ Review Panel meets in private, without County staff present.
- ▶ Final recommendations are forwarded to CAO for approval.
- ▶ Applicants are notified of approval or denial.

Requirements of Competitive Grant Recipients

- ▶ Use the funding only for purpose(s) stated in the application and letter of agreement
- ▶ Be headquartered in Inyo County
- ▶ Keep all invoices and receipts in the event of an audit (X number of recipients were audited this past year)
- ▶ Provide a Final Report
- ▶ Provide proof of insurance
- ▶ Must have all taxes owed to Inyo County paid in full with a tax status in good standing
- ▶ Have current non-profit status with the State of California Franchise Tax Board, California Attorney General, and Internal Revenue Service



Things to Consider



- Funding levels as of FY 23-24 are the highest they've been since the CPSP was divided into three categories.
- This budget is based solely on General Fund dollars.
- Competitive grant requests have always exceeded the available funding.

RECOMMENDATIONS:

- ▶ Consider possible changes to the current CPSP guidelines
- ▶ Fund fishing derbies/grants at the traditional \$35,000
- ▶ Maintain current list of line-item recipients with no additions
- ▶ Fund competitive grants at \$40,000
- ▶ Lower the maximum competitive grant request from \$10,000 to \$5,000
- ▶ Designate the following categories for the Review Panel membership to increase transparency:
 - ▶ Business owner/event promoter (South County)
 - ▶ Business owner/event promoter (North County)
 - ▶ Individual with experience in tourism/economic development
 - ▶ Former County or other government official



COMMUNITY PROJECT SPONSORSHIP PROGRAM GUIDELINES

Overview

The Community Project Sponsorship Program (CPSP) provides an opportunity for the County of Inyo to sponsor, in the form of financial contributions, specific events or projects undertaken by non-profit organizations in Inyo County communities that enhance visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County.

Funding

Each year, as part of the County Budget process, the Board of Supervisors appropriates the amount of funding available for the CPSP. Applications for CPSP funding will only be considered after the County Budget is adopted. (Typically in September or October)

Commensurate with available funds, there are three components of the CPSP for which funding will be allocated: Line Item Grants, Fishing Promotion, and Competitive Grants.

After the County Budget is adopted, applications will be solicited and grants will be awarded for competitive grants to fund events or projects that will occur in the coming calendar year (January to December). Non-profits receiving Line Item Grants will receive a new CPSP Grant application with required supporting documents. Once the application is deemed complete by County staff, the CAO will approve payment in full.

The CPSP is intended to provide funding, in the form of a County sponsorship, for a specific event or project. Accordingly, it should be considered one-time funding. Annual events or reoccurring projects are eligible to submit CPSP applications in consecutive years, but there is no assurance of receiving on-going funding.

Grant funding must be applied for, and awarded by Inyo County in advance of the event or project (or component thereof) for which financial assistance is sought. Funding is not available to pay for costs that have already been incurred by the applicant before the grant funding is awarded.

The maximum amount of any single grant award made through the CPSP is \$10,000.

Application Period for Competitive Grants

Applications for the CPSP will be available once the Board of Supervisors adopts the County Budget, which usually occurs in September or October. Between October and the end of December, the County will solicit and accept completed applications for events and projects that will be implemented in the coming calendar year.

Eligibility

In order to be eligible for a CPSP grant, the organization must meet the following criteria:

- Be certified by the Internal Revenue Service as a non-profit organization under Internal Revenue Code Section 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7) at the time the application is submitted;
- Have current non-profit status with the State of California.
- Have its principal office, primary place of operations, and business address in Inyo County;
- Have no delinquent property taxes due to Inyo County; and

To be considered for a CPSP grant, the grant applications must:

- Be submitted by an eligible organization;
- Describe how grant funding will be used to support a specific project or event, or a specific component of an on-going project or event, that enhances visitation to the community or otherwise provides for the cultural or recreational enrichment of the citizens of Inyo County; and
- Be complete.

Eligible organizations may submit multiple, separate CPSP grant applications for different projects or events or components thereof.

If your organization plans to use any portion of the grant funds for *amusement rides, animal rides, animal shows, fairs, fireworks/pyrotechnics, gun/knife shows, haunted houses, motorsports events, overnight camping/accommodations/lock-ins, parades, rodeos, sporting events (including foot races), water-related activities, wine/alcohol tasting, and/or higher hazard potential activities*, then a written safety plan and a minimum of \$1M per occurrence, \$2M aggregate in general liability, with Inyo County, its officials, officers, employees, agents, and volunteers endorsed as additional insured, are required. Insurance certifications and safety plans can be emailed to risk@inyocounty.us. For more information, contact Inyo County Risk Management at 760.872.2908.

Note: The CPSP is not intended to provide funding for projects or events administered by, or that directly benefit any institution operated by the County of Inyo. Applications that appear to seek funding for such projects or events will not be considered.

Competitive Grants Selection Process

Applications for CPSP Competitive Grants will not be reviewed until after the publicly announced submittal deadline. Following the application deadline, applications that have been submitted will be screened for completeness, and the eligibility of the applicant will be assessed. It is the sole responsibility of the applicant to ensure that its application is complete, and its eligibility clearly demonstrated.

Applications deemed complete and submitted by an eligible applicant will be forwarded to a Review Panel. The Review Panel will evaluate each application, on its own merits, using the following criteria:

- i. **Community Support [15 points].** Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the event or project? Is there evidence of monetary or in-kind support from the local business community?
- ii. **Likelihood of Success [10 points].** Is the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application seem realistic (e.g., total costs, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed or similar events or projects? Is the nature of the event or project such that it seems “doable?” If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?
- iii. **Scope of Benefit [10 points].** Is the benefit of the event or project clearly articulated? Will the event or project benefit the entire community, or primarily benefit only segments of, or specific organizations/businesses in the community? If the event or project is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the event or project extend to the greater region, or the County as a whole?
- iv. **Overall Merit [15 points].** What is the overall quality of the idea being proposed? Is it unique? Is it “tried and true”? Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the event or project articulate or enhance what people love about the community in which they live, recreate or vacation?
- v. **Measurable Outcomes [5 points].** Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?
- vi. **Leveraging of Resources [10 points].** If the CPSP grant is the primary source of monetary funding for the event or project: (1) what will be the return on the County’s investment (e.g., community benefit, funds raised, visitors attracted)? and/or (2) what is the value of the in-kind services or donations being pledged to

the event or project? If the amount requested is less than 50% of the cash needs for the event or project, what additional benefit(s) will be derived as a result of receiving CPSP funding?

- vii. **Regional Context [5 points].** Is the event or project part of an organized series of regional events or a regional theme? Does the event or project have a possible future regional application?
- viii. **Other County Support [5 points].** Is the funding being requested through the CPSP the only form of financial or in-kind support the applicant, or event or project, will receive from Inyo County this fiscal year?
- ix. **Clarity [10 points].** Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which the CPSP grant funding is sought clearly identified?

The points assigned to each criteria category by individual members of the Review Panel will be averaged, and the average score awarded in each criteria category will be totaled. Applications must receive a total score of at least 70 points (out of 100 points possible) to be eligible for funding consideration. The Review Panel will make funding recommendations based on the scores each application receives. The Review Panel may also recommend specific limitations on the use of grant funds.

The Review Panel will forward applications that score 70 points or higher along with associated funding recommendations to the Inyo County Administrative Officer. The CAO may accept, modify or reject the Review Panel's recommendations. The decision of the CAO will be final and not subject to appeal.

Line Item Grants

In 2016, the Board of Supervisors directed that the following six projects and events would receive Line Item Grant awards and not be required to submit a competitive grant application. (The entity receiving the Line Item Grant cannot submit a competitive grant application for the same project or event.) At its discretion, the Board of Supervisors can review and alter these Line Item grants during its yearly budget review and approval process, and decide whether to continue making line item grants and, if so, in what funding levels to which projects.

Current Line Item Grant Awards:

- Inyo County Visitors Guide,
- California High School Rodeo State Finals,
- Wild Wild West Marathon,
- Laws Benefit Concert,
- Death Valley Visitor Guide, and
- Images of Inyo Photo Contest
- Tecopa Community Days

Each year after the county budget is approved; the organizations receiving Line Item grants will submit a new, full CPSP Grant Application with current supporting documents outlined in the CPSP Grant Application. Once the application is deemed complete by county staff, the CAO will approve payment in full.

Fishing Promotion

The CPSP will provide funding for a Fishing Promotion component comprised of funding for fishing derbies in each of the four (4) largest Owens Valley communities as well as a warm-water bass tournament. The organizations that have historically sponsored fishing derbies including: the Bishop Chamber of Commerce for the Blake Jones Derby; the Independence Father's Day Derby, Inc. for the Independence Father's Day Derby; the Lone Pine Chamber of Commerce for Lone Pine Early Opener Derby; Eastern Sierra Bass Fishing for the Owens Valley Bass Tournament and the Big Pine American Legion for the Big Pine Fourth of July Fishing Derby, will have the right-of-first-refusal to continue receiving CPSP funds to keep sponsoring these events.

In addition, \$2,500 will be reserved to assist in funding the annual Trout Opener Press Reception and Rainbow Days sponsored by the Bishop Chamber of Commerce. Another \$2,500 will be allocated for advertising for the slate of fishing derbies being sponsored in the coming calendar year.

Use of Funds

CPSP grant funds for Line Item Grants, Fishing Derbies, and Competitive Grants, shall only be used as described, and to carry out the specific event or project identified in the grant application.

Grant funds may be used to pay for staff time, exclusive of overtime and benefits, providing that only time spent working directly on the event or project is paid with grant funds.

Once funds are awarded for one project or event, the recipient may not seek to re-allocate the funds for other projects or events however worthy. If grant funds cannot be expended for the purposes for which they were awarded, they will be returned to the County.

The County reserves the right to audit the financial records of all grant recipients. If it is determined that grant funds were expended for anything other than the intended purpose stated in the grant application, the grantee will be barred from receiving future grant funds and/or required to return the funds to the County.

Requirements

All grant applicants:

- Must successfully submit a complete CPSP Grant Application;
- Provide a valid W-9 form;
- Provide documentation of IRS certification of 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7);
- Provide certification of tax status and up-to-date non-profit status with the State; and

- Demonstrate proof of insurance, including but not limited to General Liability, Automobile Liability, Workers' Compensation, Errors and Omissions, etc.

Requirements that the grant applicant is expected to comply with include, but are not limited to:

- All events and projects must be completed within the calendar year (January 1 to December 31) that begins in the fiscal year in which the grant was awarded.
- The County of Inyo must be listed as an event or project sponsor on all advertisements, promotional items, or other collateral materials (including brochures, websites, etc.) associated with the event or project. This includes featuring the County seal, website and/or being credited by name in writing. Acceptable credit lines include "Sponsored by the County of Inyo," "Co-Sponsored by the County of Inyo," "Funded in part by the County of Inyo," or other similar phrasing. The official seal of the County of Inyo or the marketing brand/graphic for "The Other Side of California" shall be used. If the web pages of sponsors are being included in promotional material, www.theothersideofcalifornia.com and www.inyocountyvisitor.com should be used, not the County's general government web page.
- Press releases and news articles must mention the County of Inyo as an event or project sponsor.
- All content and photos, information, logos, etc. used in advertisements and promotional items must be appropriately licensed.
- Inyo County expects the grant recipient to grant the County the right to access and use, in County promotional or advertising campaigns, all artwork and collateral components (photos, drawings, logos, etc.) of the promotional or advertising materials funded with Community Project Sponsorship monies.
- Prepayment of print, Web, television, billboard, radio or other types of advertising is permitted.
- Failure to comply with these guidelines will result in the organization having to reimburse to the County the amount of the grant funding and not being eligible for future CPSP funding.

Final Report

After completing the project or event using CPSP grant funding, the grant recipient is required to provide a written report using the template provided.

Required information includes a description with highlights of the event/program/project, how it benefited the community, the total cost of the event, the amount of the grant and other sources of funding, and a summary of expenditures by broad categories. Receipts supporting expenditures for the amount of the grant must be attached.



FINAL REPORT
COMMUNITY PROJECT SPONSORSHIP PROGRAM GRANT

General Information

Name of Organization: _____

Number of people in attendance: _____

Name and description of Event/Program/Project: _____

Describe how this event/program/project benefited the community: _____

Financial Information

Total Cost of the Event/Program/Project: \$ _____

Amount of Inyo County CPSP Grant: \$ _____

Other sources of funding: _____

Expenditures (Attach Receipts totaling amount of CPSP grant or more):

Budget Category	Description	Cost
Staff		
Services and Supplies		
Other (describe)		
Total Expenditures		

Additional Information:



COMMUNITY PROJECT SPONSORSHIP PROGRAM GRANT APPLICATION

NOTE: If your organization plans to use any portion of the grant funds for *amusement rides, animal rides, animal shows, fairs, fireworks/pyrotechnics, gun/knife shows, haunted houses, motorsports events, overnight camping/accommodations/lock-ins, parades, rodeos, sporting events (including foot races), water-related activities, wine/alcohol tasting, and/or higher hazard potential activities*, then a written safety plan and a minimum of \$1M per occurrence, \$2M aggregate in general liability, with Inyo County, its officials, officers, employees, agents, and volunteers endorsed as additional insured, are required. Insurance certifications and safety plans can be emailed to risk@inyocounty.us. For more information, contact Inyo County Risk Management at 760.872.2908.

Name of Project/Event: _____

Amount of Grant Request: \$ _____

Date: _____

APPLICANT INFORMATION

Name of Organization: _____

Street Address: _____

Mailing Address (if different): _____

Contact Person: _____ Phone: _____ E-Mail: _____

Type of Organization: _____ Tax ID# _____

Primary Purpose of Organization: _____

ACTIVITY INFORMATION

Brief general overview of Project or Event for Which Funding Is Being Requested: (A more detailed, written description of the event or project must be submitted separately as part of this application.)

Total Hours Budgeted for Project or Event: _____

Volunteers: Total # _____ Total Hours _____

Sources of Volunteers: _____

Paid Staff: Total # _____ Total Hours _____

BUDGET/FUNDING INFORMATION

If grant funds will be used to reimburse paid staff costs*:

	<u>Position</u>	<u>Estimated Salary Expense</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

*Exclusive of benefits & overtime.

Event/Project Budget:

Budget Category		Description		Cost
Staff Support				
Contractor(s) and/or Consultant(s)				
Printing				
Advertising				
Postage				
Facility Rental				
Equipment Rental				
Misc. Supplies				
Entertainment				
Other				

Sources of Project/Event Financing:

<u>Source</u>	<u>Amount</u>
<u>Fees/Admission</u>	_____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ _____

If the fee or admission charge has increased or decreased in the past five years, please explain:

OTHER INFORMATION

What percentage of Project/Event budget does this CPSP grant request represent? _____

Sources of In-kind Support:

<u>Description</u>	<u>Source</u>	<u>Value</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ _____

Describe how the event or project will comply with the requirement that the County of Inyo must be listed as an event or project sponsor or co-sponsor on all advertisements, promotional items, or other collateral materials (including brochures, web sites, etc.). Identify each medium (e.g., name of publications or digital or online site) in which ads or promotional materials will be placed).

How will receiving the total grant amount requested enhance the Project/Event? _____

How will receiving only partial grant funding enhance the Project/Event? _____

Identify Top 3 Benefits of Project Event (Place 1,2,3 in boxes below)

☐ Fundraiser

☐ Attract visitors from
outside of Inyo County

☐ Attract visitors from other
communities in Inyo
County

☐ Fundraiser for multiple groups (list groups: _____)

☐ Cultural enrichment

☐ Recreational enrichment

☐ Other _____ Describe: _____

☐ Other _____ Describe: _____

Comments: _____

If grant request supports an event:

Total Attendees: _____ In-County _____ Out of County _____

If grant request supports a project or promotional or marketing program:

Total Audience: _____

Describe how the project or a promotional program will target the intended audience, and what media (including online or digital) will be used with estimates for total audience or reach.

How will outcome of Project/Event be measured? _____

What will constitute the Event/Project being a success? _____

Is the Project/Event part of a regional program? Y ☐ N ☐

Could it be? Y ☐ N ☐ _____

Identify similar Events/Projects your organization has successfully implemented: _____

What are your plans for continuing the Project or Event in future years? _____

How? _____

Signature acknowledges that all information on application is true and correct and that Applicant has read and agrees to comply with Community Project Sponsorship Program Guidelines.

Signature

Date

Attach:

- ☐ Proof of non-profit status under IRS Code Sections 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7).
- ☐ Organization's Budget for current fiscal year including identification of all reserve funds.
- ☐ W-9 Form
- ☐ Certificate of Liability Insurance listing Inyo County as additionally insured.
- ☐ Tax Status Certificate (verifies no taxes are owed to Inyo County by the Organization receiving a CPSP grant).
- ☐ Written overview of the event or program.

Optional:

- ☐ Letters demonstrating community support